

**AGENDA  
CITY OF ISANTI  
CITY COUNCIL MEETING**

**TUESDAY, JANUARY 18, 2022 – 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 Award**

**G. Approve City Council Minutes**

- 1. January 4, 2022- Regular Meeting of the City Council

**H. Announcements**

- 1. Goal Setting Session
  - 2. City Council Meeting
  - 3. Economic Development Authority Meeting
- Monday, January 24, 2022 at 5:30 p.m.  
Wednesday, February 2, 2022 at 7:00 p.m.  
Wednesday, February 2, 2022  
*(Immediately following the City Council Meeting)*

**I. Council Committee Reports**

**J. Public Hearings**

**K. Business Items**

- 1. Resolution 2022-XXX Approving Partnership Agreement Between the City of Isanti and the East Central Regional Library *(Rachel Howell)*

**City Administrator Josi Wood**

- 2. Revised City Council and Commission Dates for 2022

**L. Approve Consent Agenda**

- 1. Payroll in the Amount of \$128,678.59 and Accounts Payable in the Amount of \$1,192,116.12
- 2. Resolution 2022-XXX Approving Data Practices Policies
- 3. Resolution 2022-XXX Approving Amendments to the Business Subsidy Agreement for Rockstad and CO Relics and Wares Dated October 5, 2021
- 4. Resolution 2022-XXX Approving Staff to Submit Grants Pertaining to Community Development
- 5. Annual City Administrator Review Summary
- 6. Resolution 2022-XXX Authorizing the Application to Enter Into An Agreement with the Minnesota Office of Traffic Safety Grant for Safe and Sober High Visibility Enforcement
- 7. Resolution 2022-XXX Approving Amendments to the Business Subsidy Criteria

8. Resolution 2022-XXX Approving the Engagement Letter for the 2021 Audit
9. Resolution 2022-XXX Approving Sidewalk Easement Agreement with the Villages on the Rum Association

**M. Other Communications**

1. Review Conflict of Interest Policy
2. December and Annual Police Department Report
3. December Code Enforcement Report
4. December Building Inspector Report
5. January Engineering Project Status Report

**Adjournment**

**MINUTES  
CITY OF ISANTI  
CITY COUNCIL MEETING**

**TUESDAY, JANUARY 4, 2022 – 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, Steve Lundeen and Dan Collison

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim and Chief of Police Travis Muyres

Others Present: Parks, Recreation and Culture Board Applicant Vaughn Ihrke and Planning Commission Applicant Alexander Collins

**D. Public Comment**

None

**E. Adopt Agenda**

**Revised Agenda:**

**K.1. a.** Interview Applicant for Vacant Parks, Recreation and Culture Board Seat

**K.1. b.** Interview Applicant for Vacant Planning Commission Seat

**K.1. c. Resolution 2022-001** Designating Committees and Representatives for City Commissions and Advisory Boards for 2022

A motion was made by Collison, seconded by Bergley to approve agenda with the modifications listed above. Motion passed 5-0. Motion carried.

**F. Proclamations/Commendations/Certificate Award**

None

**G. Approve City Council Minutes**

1. December 21, 2021- Regular Meeting of the City Council
2. December 21, 2021- Committee of the Whole Meeting

Motion by Bergley, seconded by Gordon to approve minutes as presented. Motion passed 5-0. Motion carried.

**H. Announcements**

**1. CITY OFFICES CLOSED**

Monday, January 17, 2022

*(In Observance of Martin Luther King Jr Day)*

**2. Committee of the Whole**

Tuesday, January 18, 2022 at 5:00 p.m.

**3. City Council Meeting**

Tuesday, January 18, 2022 at 7:00 p.m.

**4. Planning Commission Meeting**

Tuesday, January 18, 2022

*(Immediately following the City Council Meeting)*

**5. Goal Setting**

Monday, January 24, 2022 at 5:30 p.m.

## I. Council Committee Reports

None

## J. Public Hearings

None

## K. Business Items

### 1. ~~Interview Applicant for Vacant Parks, Recreation and Culture Board Seat~~

#### ~~a. Resolution 2022-XXX Designating Committees and Representatives for City Commissions and Advisory Boards for 2022~~

#### a. Interview Applicant for Vacant Parks, Recreation and Culture Board Seat

Applicant Vaughn Ihrke was interviewed by Mayor Johnson for the vacant Parks, Recreation and Culture Board seat. Johnson asked questions specific to Parks, Recreation and Culture.

A motion was made by Bergley to appoint Vaughn Ihrke to the Parks, Recreation and Culture Board, seconded by Collison. Motion passed 5-0. Motion carried.

#### b. Interview Applicant for Vacant Planning Commission Seat

A motion was made by Lundeen to postpone K.1. b. and K.1. c. to the end of the agenda, seconded by Bergley. Motion passed 5-0. Motion carried.

Applicant Alexander Collins was interviewed by Mayor Johnson for the vacant Planning Commission. Collins was asked questions specific to the Planning Commission.

#### c. **Resolution 2022-001** Designating Committees and Representatives for City Commissions and Advisory Boards for 2022

Councilor Bergley asked if he needs to attend Chamber of Commerce if Community Development Director Stephanie Hillesheim is already attending. Consensus from Council is if the Chamber requests a member from the Council in presence, Councilor Bergley would attend if needed.

Mayor Johnson stated he would like to have Councilor Lundeen remain Mayor Pro-Tem.

A motion was made by Lundeen, seconded by Collison to appoint Alexander Collins to the Planning Commission and for representatives of City Commissions, Advisory Boards and Mayor Pro-Tem to remain the same as the previous year. Motion passed 5-0. Motion carried.

### 2. **Resolution 2022-002** Designating an Official Newspaper, Appointing Depositories and Professional Services City Administrator Josi Wood shared advertisements were placed for bids for the City's official newspaper. Two bids were received:

<b>County News Review</b>	\$ <u>1.99</u> per column inch (9 lines/inch) 852 paid subscriptions outside Isanti County 328 paid subscriptions within Isanti County of which <u>230</u> are within City of Isanti
---------------------------	---

<b>Isanti-Chisago County Star</b>	\$ <u>2.10</u> per column inch; (9 lines/inch) 1885 distributions in City of Isanti
-----------------------------------	--

Wood continued to share that County News Review offered to include distribution in the Rum River Scotsman however, those numbers are not included as they are not a legal paper registered with the MN Secretary of State Office. Both bids received have stated to be qualified newspapers per Statute Statute 331A.02. It is not clearly defined within Statute that the paying subscribers must all be within the political subdivision. Staff

recommendation is to go with Isanti-Chisago County Star because they do reach the maximum number of City of Isanti residents.

A motion was made to appoint the Isanti-Chisago County Star as the City of Isanti's Official Newspaper and appoint Depositories and Professional Services as written in the provided resolution by Collison, seconded by Lundeen. Motion passed 5-0. Motion carried.

### **Community Development Director Stephanie Hillesheim**

3. **Resolution 2022-003** Approving the Amendment to the Conditional Use Permit at 305 East Main Street as Requested by Jim Bergman  
Community Development Director Stephanie Hillesheim shared that the Planning Commission held a Public Hearing at the last meeting and it was recommended that the Council move to approve the resolution written to amend the Conditional Use Permit. Hillesheim stated she spoke with the applicant and he did not have any reservations that he disclosed and thanked the Council for increasing the number of vehicles allowed.

A motion was made by Bergley, seconded by Gordon to approve resolution as presented. Motion passed 5-0. Motion carried.

4. **Resolution 2022-004** Approving a Conditional Use Permit for a Religious Institution at PID 05.029.1900 for New Hope Community Church  
Community Development Director Stephanie Hillesheim shared that the Planning Commission held a Public Hearing for the Conditional Use Permit to allow a religious institution at the PID 05.029.1900 for New Hope Community Church. The Planning Commission recommended approval.

Motion by Bergley, seconded by Collison to approve the resolution as presented. Motion passed 5-0. Motion carried.

### **L. Approve Consent Agenda**

1. Fourth Quarter Payroll for Council/ Boards/ Commissions in the Amount of \$7,610.06, Payroll in the Amount of \$126,311.84 and Accounts Payable in the Amount of \$772,929.21
2. **Resolution 2022-005** Declaring the Official Intent of the City of Isanti to Reimburse Certain Expenditures

A motion was made by Bergley to approve the Consent Agenda, seconded by Collison. Motion passed 5-0. Motion carried.

### **M. Other Communications**

None

### **Adjournment**

A motion was made by Lundeen, seconded by Bergley to adjourn. Motion passed 5-0. Motion carried.

Meeting adjourned at 7:28 p.m.  
Respectfully Submitted,



Jaden Strand  
City Clerk

## RESOLUTION 2022-XXX

### APPROVING PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ISANTI AND THE EAST CENTRAL REGIONAL LIBRARY

**WHEREAS**, on December 7, 2010 the City Council approved Resolution No. 2010-274, a Resolution Extending the Original Partnership Agreements Between the City of Isanti and the East Central Regional Library (ECRL), relating to an ECRL Outreach Stop in Isanti City Hall; and,

**WHEREAS**, the ECRL and the City of Isanti have annually renewed the Partnership Agreements, providing ECRL services through the Outreach Stop at City Hall; and,

**WHEREAS**, the agreement with the ECRL for an Outreach Stop at the Isanti City Hall has been presented for 2022;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to approve the new Partnership Agreement with the East Central Regional Library Board through the year 2022; that are hereby attached as 'Exhibit A' and made a part of this resolution.

This resolution was duly adopted by the Isanti City Council this 18<sup>th</sup> day of January 2021.

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk

# Exhibit A

East Central Regional Library  
Outreach Stop  
Partnership Agreement



In an effort to create more library service connections in communities across the six-county region served by the East Central Regional Library (ECRL) system, ECRL hereby agrees to continue to provide library outreach services in **Isanti** for the community of **Isanti** in **Isanti** County.

A selection of materials and services will be offered in the **Isanti City Hall** facility located at **110 1st Avenue Northwest** in the town of **Isanti**. The facility will be staffed by an ECRL staff member and open 4 hours per week one day a week, thus providing connectivity to reading materials and resources from ECRL.

In order to make this library service partnership successful, the representatives of the community of **Isanti** and the library staff of ECRL agree to accept the following responsibilities:

ECRL will provide:

- Staff to provide weekly service at the stop
- A minimum of 350 items of library materials and may be adjusted to serve the needs of the public as needed
- Insurance on equipment and materials owned by ECRL
- Weekly delivery service and rotation of collection with new items on a regular schedule
- Maintenance of checkout-dedicated computer, software, scanner and receipt printer

The Community will provide:

- An appropriate facility, handicapped-accessible, with a handicapped-accessible public restroom
- Insurance to protect property and community owned contents
- Insurance to protect against liability
- Internet connectivity to central library catalog and databases – line capacity to be a minimum of 1 MBS
- Maintenance of the book drop
- Parking to accommodate visitors to the outreach stop
- Shoveling of walkways
- Adequate space within that facility for a 14' x 14' minimum Outreach Stop area
- Signage to establish Outreach Stop for East Central Regional Library
- Shelving for a minimum of 350 books and other items
- Comfortable seating and reading tables for 5-8 customers at time

- Utilities for the facility
- Cleaning of the facility
- Security for library computer, equipment and materials when not in active use
- Maintenance of any community-provided computer equipment

The site will be evaluated once a year. If, at the end of each evaluation, the site is determined not viable for the regional library system, or not valuable to the community, ECRL or the community may terminate this agreement with 30 days' notice, without penalty or recrimination. If adequate funding is provided, if the ECRL Board approves and the outreach stop is determined to be viable and valuable to all parties, the agreement may be renewed annually.

Signed \_\_\_\_\_  
 Regional Library Director  
 For East Central Regional Library

Date 01/10/2022

Signed \_\_\_\_\_  
 \_\_\_\_\_  
 Mayor or City Council Designee  
 For the Community of Isanti

Date



**CITY OF ISANTI**  
**2022 MEETING SCHEDULES**  
All meetings held at City Hall unless posted otherwise

Committee of the Whole (COW) meetings begin at 5:00 pm  
City Council meetings begin at 7:00 pm  
Planning Commission (PC) immediately follow City Council meetings  
Economic Development Authority (EDA) immediately follow City Council meetings  
Park Recreation and Culture Board (PRC) meetings begin at 6:00 pm

**January**

4<sup>th</sup> - City Council/ EDA  
18<sup>th</sup> - COW/City Council/ PC  
24<sup>th</sup> - Goal Setting  
25<sup>th</sup> - Park, Recreation and Culture Board

**February**

2<sup>nd</sup> - (WED) City Council/ EDA  
15<sup>th</sup> - COW/City Council/ PC  
22<sup>nd</sup> - Park, Recreation and Culture Board

**March**

1<sup>st</sup> - City Council, EDA  
15<sup>th</sup> - COW/City Council/ PC  
22<sup>nd</sup> - Park, Recreation and Culture Board

**April**

5<sup>th</sup> - City Council/ EDA  
19<sup>th</sup> - COW/City Council/ PC  
26<sup>th</sup> - Park, Recreation and Culture Board

**May**

3<sup>rd</sup> - City Council/ EDA  
17<sup>th</sup> - COW/City Council/ PC  
24<sup>th</sup> - Park, Recreation and Culture Board

**June**

7<sup>th</sup> - City Council/ EDA  
21<sup>st</sup> - COW/City Council/ PC  
28<sup>th</sup> - Park, Recreation and Culture Board

**July**

5<sup>th</sup> - City Council/ EDA  
19<sup>th</sup> - COW/City Council/ PC  
26<sup>th</sup> - Park, Recreation and Culture Board

**August**

3<sup>rd</sup> - (WED) City Council/ EDA  
16<sup>th</sup> - COW/City Council/ Canvass Board/ PC  
23<sup>rd</sup> - Park, Recreation and Culture Board

**September**

6<sup>th</sup> - City Council/ EDA  
20<sup>th</sup> - COW/City Council/ PC  
27<sup>th</sup> - Park, Recreation and Culture Board

**October**

4<sup>th</sup> - City Council/ EDA  
18<sup>th</sup> - COW/City Council/ PC  
25<sup>th</sup> - Park, Recreation and Culture Board

**November**

1<sup>st</sup> - City Council/ EDA  
15<sup>th</sup> - COW/City Council/ Canvass Board/ PC  
22<sup>nd</sup> - Park, Recreation and Culture Board

**December**

6<sup>th</sup> - City Council/ EDA  
20<sup>th</sup> - COW/City Council/ PC  
**NO Park, Recreation and Culture Board Meeting**

City of Isanti

Gross Payroll	111,423.35
Social Security & Medicare	6,140.14
Public Employees Retirement	11,115.10
Total City Expense	<u>128,678.59</u>

Pay Date 1/7/2022

Pay Period 1 (12/19-1/1/22)

## Report Criteria:

Report type: Summary

Check.Type = {&lt;-&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/21	12/30/2021	57396	494	ALLINA HEALTH SYSTEM	101-20200	700.00
12/21	12/30/2021	57397	2863	AMAZON CAPITAL SERVICES	101-20200	10.99
12/21	12/30/2021	57398	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	457.84
12/21	12/30/2021	57399	53	BELLBOY CORPORATION	609-20200	4,236.26
12/21	12/30/2021	57400	9	BERNICKS PEPSI-COLA	609-20200	4,745.94
12/21	12/30/2021	57401	1500	BOLTON & MENK INC	425-20200	40,963.50
12/21	12/30/2021	57402	2319	BREAKTHRU BEVERAGE OF MN	609-20200	15,808.70
12/21	12/30/2021	57403	1792	CARLOS CREEK WINERY	609-20200	1,185.00
12/21	12/30/2021	57404	1474	CDW GOVERNMENT INC	614-20200	207.90
12/21	12/30/2021	57405	120	CONNEXUS ENERGY	101-20200	19,787.26
12/21	12/30/2021	57406	918	CRYSTAL SPRINGS ICE	609-20200	134.48
12/21	12/30/2021	57407	8	DAHLHEIMER DISTRIBUTING CO	609-20200	42,772.56
12/21	12/30/2021	57408	2720	DEFIANT DISTRIBUTORS	609-20200	1,036.13
12/21	12/30/2021	57409	1741	FSA TITLE SERVICES	601-20200	42.53
12/21	12/30/2021	57410	2028	FURTHER	101-20200	33.80
12/21	12/30/2021	57411	160	HAWKINS INC	601-20200	909.56
12/21	12/30/2021	57412	1563	ISANTI ELECTRIC INC	101-20200	289.00
12/21	12/30/2021	57413	7	JOHNSON BROTHERS LIQUOR CO	609-20200	29,537.85
12/21	12/30/2021	57414	5	KAWALEK TRUCKING	609-20200	605.20
12/21	12/30/2021	57415	1170	LAND TITLE INC	601-20200	25.62
12/21	12/30/2021	57416	3134	LUND, JORDAN	101-20200	181.32
12/21	12/30/2021	57417	3117	MAVERICK WINE LLC	609-20200	5,082.82
12/21	12/30/2021	57418	17	MCDONALD DISTRIBUTING CO	609-20200	25,981.60
12/21	12/30/2021	57419	2978	MILBANK WINWATER WORKS	601-20200	2,779.82
12/21	12/30/2021	57420	3133	MORTON SALT	101-20200	11,238.29
12/21	12/30/2021	57421	2080	MVTL LABORATORIES INC	602-20200	331.05
12/21	12/30/2021	57422	1165	NORTHLAND TRUST SERVICES INC	602-20200	436,213.75
12/21	12/30/2021	57423	617	PAUSTIS & SONS	609-20200	708.50
12/21	12/30/2021	57424	44	PHILLIPS WINE & SPIRITS INC	609-20200	10,439.56
12/21	12/30/2021	57425	2341	RED BULL DISTRIBUTION CO INC	609-20200	1,169.50
12/21	12/30/2021	57426	2473	RITEWAY BUSINESS FORMS	101-20200	192.08
12/21	12/30/2021	57427	2174	SCR INC ST CLOUD	609-20200	1,771.00
12/21	12/30/2021	57428	2396	SOUTHERN GLAZERS OF MN	609-20200	44,739.37
12/21	12/30/2021	57429	73	STAR	101-20200	15.38
12/21	12/30/2021	57430	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	823.00
12/21	12/30/2021	57431	1762	THE TITLE GROUP	601-20200	67.20
12/21	12/30/2021	57432	2485	ULINE	602-20200	90.09
12/21	12/30/2021	57433	3125	UNCOMMON LOON BREWING CO	609-20200	387.00
12/21	12/30/2021	57434	42	VIKING COCA-COLA BOTTLING CO	609-20200	196.15
12/21	12/30/2021	57435	1286	VINOCOPIA INC	609-20200	2,431.16
12/21	12/30/2021	57436	4	WATSON CO INC	609-20200	2,582.88
12/21	12/30/2021	57437	2872	WINEBOW	609-20200	1,759.25
12/21	12/30/2021	57438	2666	WRS IMPORTS	609-20200	1,316.70
12/21	12/30/2021	57439	3135	ZINS, STEPHANIE	603-20200	70.93
Grand Totals:						714,058.52

City of Isanti

Check Register - Mayor/Council Approval  
Check Issue Dates: 1/11/2022 - 1/11/2022

Page: 1

Jan 11, 2022 04:36PM

## Report Criteria:

Report type: Summary

Check.Type = {&lt;-&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/22	01/11/2022	56701	2145	KODRU MOONEY INC	602-20200	652.52- V
01/22	01/11/2022	57440	1231	ACE SOLID WASTE INC	101-20200	2,354.33
01/22	01/11/2022	57441	3038	ALLIANCE BUILDING CORPORATION	609-20200	86,925.00
01/22	01/11/2022	57442	2785	ANDERSON, THOMAS & DAWN	101-20200	109.06
01/22	01/11/2022	57443	2773	BALK, DANIEL & BECKY	101-20200	208.56
01/22	01/11/2022	57444	53	BELLBOY CORPORATION	609-20200	7,322.81
01/22	01/11/2022	57445	2853	BENEFIT EXTRAS INC	101-20200	311.50
01/22	01/11/2022	57446	9	BERNICKS PEPSI-COLA	609-20200	4,157.27
01/22	01/11/2022	57447	368	BILLS QUALITY CLEANING	609-20200	712.00
01/22	01/11/2022	57448	2783	BOSCH, RONALD	101-20200	151.82
01/22	01/11/2022	57449	2319	BREAKTHRU BEVERAGE OF MN	609-20200	18,137.50
01/22	01/11/2022	57450	2621	BUREAU OF CRIM. APPREHENSION	101-20200	150.00
01/22	01/11/2022	57451	1198	CENTER POINT ENERGY	601-20200	7,891.32
01/22	01/11/2022	57452	1822	CENTURYLINK BUSINESS SERVICES	601-20200	13.69
01/22	01/11/2022	57453	1629	CITY OF ISANTI	920-20200	13,856.06
01/22	01/11/2022	57454	1985	CIVIC SYSTEMS LLC	609-20200	7,066.00
01/22	01/11/2022	57455	1736	COMM OF MMB TREAS DIV	101-20200	440.00
01/22	01/11/2022	57456	918	CRYSTAL SPRINGS ICE	609-20200	195.90
01/22	01/11/2022	57457	8	DAHLHEIMER DISTRIBUTING CO	609-20200	12,087.60
01/22	01/11/2022	57458	1941	DELTA DENTAL	861-20200	3,568.05
01/22	01/11/2022	57459	3136	DESIGN ELECTRIC INC	101-20200	5,794.00
01/22	01/11/2022	57460	2933	FALCON NATIONAL BANK	101-20200	6,095.92
01/22	01/11/2022	57461	2777	FERDELMAN, JAMES & CRISTINE	101-20200	99.04
01/22	01/11/2022	57462	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	155.46
01/22	01/11/2022	57463	1851	FLAHERTYS HAPPY TYME COMPANY	609-20200	356.40
01/22	01/11/2022	57464	3140	GARPHISH BREWING COMPANY	609-20200	180.00
01/22	01/11/2022	57465	2830	GDO LAW	101-20200	4,083.33
01/22	01/11/2022	57466	134	GOPHER STATE ONE-CALL INC	601-20200	63.45
01/22	01/11/2022	57467	2761	GRATITUDE FARMS	101-20200	250.00
01/22	01/11/2022	57468	424	H & L MESABI COMPANY	101-20200	2,772.52
01/22	01/11/2022	57469	739	HACH COMPANY	601-20200	583.32
01/22	01/11/2022	57470	2771	HAMMIL, HEATHER & TROY	101-20200	384.50
01/22	01/11/2022	57471	2898	HANSON, NATE	101-20200	149.99
01/22	01/11/2022	57472	160	HAWKINS INC	602-20200	7,097.60
01/22	01/11/2022	57473	2209	INNOVATIVE OFFICE SOLUTIONS INC	108-20200	140.22
01/22	01/11/2022	57474	3137	JENSRUD, MICHAELA	101-20200	303.69
01/22	01/11/2022	57475	7	JOHNSON BROTHERS LIQUOR CO	609-20200	37,738.52
01/22	01/11/2022	57476	3139	JOHNSON, MATTHEW	601-20200	55.46
01/22	01/11/2022	57477	5	KAWALEK TRUCKING	609-20200	793.40
01/22	01/11/2022	57478	3138	KNIGHT BARRY TITLE UNITED LLC	601-20200	100.00
01/22	01/11/2022	57479	2145	KODRU MOONEY INC	602-20200	652.52
01/22	01/11/2022	57480	2787	LAMOTTE, ANTHONY	101-20200	123.10
01/22	01/11/2022	57481	2846	LENLING, RACHEL	101-20200	105.62
01/22	01/11/2022	57482	434	LITTLE FALLS MACHINE INC	101-20200	1,124.79
01/22	01/11/2022	57483	1479	LOFFLER -131511	108-20200	87.23
01/22	01/11/2022	57484	17	MCDONALD DISTRIBUTING CO	609-20200	47,998.27
01/22	01/11/2022	57485	1536	MINNESOTA DEED	219-20200	833.33
01/22	01/11/2022	57486	1846	MJL CONTRACTING	101-20200	850.00
01/22	01/11/2022	57487	194	MN DEPT OF HEALTH	601-20200	4,293.00
01/22	01/11/2022	57488	1945	MN DEPT OF LABOR & INDUSTRY	101-20200	3,266.82
01/22	01/11/2022	57489	176	MN DEPT OF REVENUE	101-20200	46,255.00
01/22	01/11/2022	57490	1204	MN DNR ECOLOGICAL & WATER RESOURCES	601-20200	3,443.01
01/22	01/11/2022	57491	2842	MN PEIP	861-20200	37,800.98

M = Manual Check, V = Void Check

City of Isanti

Check Register - Mayor/Council Approval  
Check Issue Dates: 1/11/2022 - 1/11/2022

Page: 2

Jan 11, 2022 04:36PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/22	01/11/2022	57492	1445	MN PUBLIC FACILITIES AUTHORITY	601-20200	39,612.05
01/22	01/11/2022	57493	2080	MVTL LABORATORIES INC	601-20200	574.63
01/22	01/11/2022	57494	2788	NELSON, CRAIG & BARBARA	101-20200	193.18
01/22	01/11/2022	57495	2786	NELSON, JUSTIN	101-20200	255.87
01/22	01/11/2022	57496	2018	NORTH FOLK WINERY	609-20200	1,008.00
01/22	01/11/2022	57497	2887	NORTHERN ELEMENTS ALL STAR CHEER TEAM	101-20200	36.81
01/22	01/11/2022	57498	2887	NORTHERN ELEMENTS CHEER	101-20200	71.88
01/22	01/11/2022	57499	2450	NORTHERN HOLLOW WINERY	609-20200	1,106.14
01/22	01/11/2022	57500	838	NORTHLAND SECURITIES INC	931-20200	1,250.00
01/22	01/11/2022	57501	2784	OLSON, GRANT	101-20200	214.16
01/22	01/11/2022	57502	2553	O'REILLY	101-20200	79.62
01/22	01/11/2022	57503	617	PAUSTIS & SONS	609-20200	6,135.00
01/22	01/11/2022	57504	44	PHILLIPS WINE & SPIRITS INC	609-20200	6,339.50
01/22	01/11/2022	57505	2844	R G & E GABRIELSON	101-20200	184.33
01/22	01/11/2022	57506	2630	RAPP, JORDAN	101-20200	131.98
01/22	01/11/2022	57507	2781	RASK, MICHAEL	101-20200	220.22
01/22	01/11/2022	57508	2827	RATWIK ROSZAK & MALONEY P.A.	101-20200	4,758.00
01/22	01/11/2022	57509	2341	RED BULL DISTRIBUTION CO INC	609-20200	72.00
01/22	01/11/2022	57510	2625	RESULTS TITLE	601-20200	55.00
01/22	01/11/2022	57511	3079	SIPPEL, JAY	101-20200	157.70
01/22	01/11/2022	57512	2396	SOUTHERN GLAZERS OF MN	609-20200	2,151.90
01/22	01/11/2022	57513	1361	STAPLES ADVANTAGE	101-20200	119.76
01/22	01/11/2022	57514	73	STAR	609-20200	800.53
01/22	01/11/2022	57515	2156	SUMMIT FIRE PROTECTION	101-20200	3,150.00
01/22	01/11/2022	57516	2774	SUNRISE HOMES INC	101-20200	22.72
01/22	01/11/2022	57517	2776	SVOBODA, DUSTIN	101-20200	124.15
01/22	01/11/2022	57518	2441	TACTICAL SOLUTIONS	101-20200	220.00
01/22	01/11/2022	57519	1290	THE AMBLE GROUP	101-20200	105.93
01/22	01/11/2022	57520	1762	THE TITLE GROUP	601-20200	9.29
01/22	01/11/2022	57521	2251	TITLE SMART INC	601-20200	128.44
01/22	01/11/2022	57522	2362	TITLE WERKS LLC	601-20200	249.72
01/22	01/11/2022	57523	2251	TITLESMART INC	601-20200	5.64
01/22	01/11/2022	57524	97	TOTAL CONTROL SYSTEMS INC	601-20200	1,846.90
01/22	01/11/2022	57525	3125	UNCOMMON LOON BREWING CO	609-20200	315.00
01/22	01/11/2022	57526	2944	UNIFIRST CORPORATION	609-20200	709.18
01/22	01/11/2022	57527	1820	URBANS HARDWARE INC	101-20200	152.69
01/22	01/11/2022	57528	2524	US BANK EQUIPMENT FINANCE	101-20200	63.00
01/22	01/11/2022	57529	2027	US INTERNET	603-20200	57.80
01/22	01/11/2022	57530	2778	VANGSTAD, DWIGHT	101-20200	222.43
01/22	01/11/2022	57531	686	VERIZON WIRELESS	101-20200	1,474.45
01/22	01/11/2022	57532	42	VIKING COCA-COLA BOTTLING CO	609-20200	588.75
01/22	01/11/2022	57533	1286	VINOCOPIA INC	609-20200	3,977.41
01/22	01/11/2022	57534	2780	WALD, ELIZABETH & RICHARD	101-20200	104.57
01/22	01/11/2022	57535	4	WATSON CO INC	609-20200	3,357.35
01/22	01/11/2022	57536	1922	WEX BANK	101-20200	6,058.98
01/22	01/11/2022	57537	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,938.00
01/22	01/11/2022	57538	780	WINE MERCHANTS	609-20200	6,280.00
01/22	01/11/2022	57539	2872	WINEBOW	609-20200	1,330.50

Grand Totals:

478,057.60



## Request for City Council Action- MEMO

**To:** Mayor Johnson and Members of City Council  
**From:** Jaden Strand, City Clerk  
**Date:** January 18, 2022  
**Subject:** Resolution 2022-XXX Approving Data Request Policies

---

### **Background:**

Each government entity is required to have policies about access to government data. One policy must explain the rights of the public and the other must explain the rights of data subjects. The City of Isanti adopted data practices procedures June 6<sup>th</sup>, 2017 per Resolution 2017-175. The City Attorney and staff have thoroughly reviewed the policies to ensure consistent terminology within the policies and compliance with state guidelines.

### **Request:**

- Staff is requesting City Council action on this item.

### **Attachment:**

- Resolution 2021-XXX Approving Data Request Policies
- Exhibit A
- Exhibit B
- Exhibit C

## **RESOLUTION 2022-XXX**

### **APPROVING DATA PRACTICES POLICIES**

**WHEREAS**, each government entity is required to have policies regarding access to government data; and,

**WHEREAS**, the policies must explain the rights of the public, procedures for process and the rights of data subjects; and,

**WHEREAS**, the City of Isanti previously adopted data practices policies June 6<sup>th</sup>, 2017 per Resolution 2017-175; and,

**WHEREAS**, Staff and the City Attorney have thoroughly reviewed the City's data practices policies and made recommended revisions in the best interest of the City; and,

**WHEREAS**, revisions to the policies include consistent terminology and compliance with state guidelines; and,

**WHEREAS**, this Resolution supersedes;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota**, hereby approves the policies outlined per this Resolution and attached as 'Exhibit A', 'Exhibit B', 'Exhibit C'.

This Resolution hereby approved by the Isanti City Council this 18<sup>th</sup> day of January 2022.

Attest:

---

Mayor Jeff Johnson

---

Jaden Strand  
City Clerk

# Exhibit A



## **City of Isanti Data Practices Procedures and Data Inventory**



## **Data Practices Procedures Table of Contents**

- 1.0 Introduction.
- 2.0 Responsible Authority.
- 3.0 Access to Public Data.
  - 3.1 People Entitled to Access.
  - 3.2. Form of Request.
  - 3.3 Identification of Requesting Party.
  - 3.4 Form of Copies.
  - 3.5 Time Limits (Public Data).
  - 3.6 Fees.
- 4.0 Access to Private and Confidential Data on Individuals.
  - 4.1 People Entitled to Access.
  - 4.2 Form of Request.
  - 4.3 Requests for Private or Confidential Information.
  - 4.4 Identification of Requesting Party.
  - 4.5 Time Limits.
  - 4.6 Fees.
  - 4.7 Summary Data.
  - 4.8 Records of Minors and Incapacitated Persons.
- 5.0 Access to Private and Confidential Data on Decedents.
- 6.0 Access to Data Not On Individuals.
  - 6.1 People Entitled to Access.
  - 6.2 Form of Request.
  - 6.3 Form of Request (Nonpublic or Protected Nonpublic Information).
  - 6.4 Identification of Requesting Party.
  - 6.5 Time Limits.
  - 6.6 Fees.
  - 6.7 Accessibility of Records.
- 7.0 Temporary Classification.
- 8.0 Denial of Access.
- 9.0 Collection of Data on Individuals.
  - 9.1 Tennessen Warning.
  - 9.2 Data Quality Procedures.
- 10.0 Challenges to Data Accuracy or Completeness.
- 11.0 Data Protection.
  - 11.1 Accuracy and Currency of Data.
  - 11.2 Data Safeguards/Ensuring Security of Not Public Data.
  - 11.3 Procedures for Breaches in Security.
  - 11.4 Penalties for Unlawfully Accessing Not Public Data.

**City of Isanti  
Data Practices Procedures Exhibits**

Exhibit 1 LIST OF DESIGNEES  
Exhibit 2 ANNUAL FEE SCHEDULE  
Exhibit 3 INFORMATION DISCLOSURE REQUEST  
Exhibit 4 GOVERNMENT DATA ACCESS & NONDISCLOSURE AGREEMENT  
Exhibit 5 NOTICE TO PERSONS UNDER AGE 18  
Exhibit 6 SAMPLE CONSENT TO RELEASE PRIVATE DATA  
Exhibit 7 SAMPLE CONSENT TO RELEASE COPYRIGHTED DATA  
Exhibit 8 DATA PRACTICES ADVISORY  
Exhibit 9 SAMPLE TENNESSEN WARNING FORM  
Exhibit 10 SAMPLE CONTRACT PROVISION  
Exhibit 11 BUILDING PERMIT/PLANS - DATA PRACTICES ADVISORY

**Appendix A**

**DATA INVENTORY**

## DATA PRACTICES PROCEDURES

**1.0 Introduction.** These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the “Act”), specifically Minnesota Statutes Sections 13.025, 13.03, subdivision 2 and 13.05, subdivision 5. It is the intent of the City of Isanti (“City”) to remain in compliance with the Act. These procedures shall be supplemented by the requirements of the Act as needed and if any procedure contained herein is inconsistent with those requirements, as they may be amended, the specific provisions of the Act shall be controlling.

**2.0 Responsible Authority.** The names of the Responsible Authority and the Compliance Official are listed on attached Exhibit 1. The Manager is the Responsible Authority and Compliance Official is responsible for the collection, use and distribution of government data and is accountable for City compliance with the Minnesota Government Data Practices Act. The Compliance Official receives and responds to questions or concerns about data practices problems, including problems in obtaining access to data the entity keeps. The Responsible Authority has authorized certain other City employees to collect, maintain, disseminate and otherwise assist in complying with the Act (“Designees”). These Designees are listed on attached **Exhibit 1**. The Responsible Authority shall provide training to Designees and staff at such times and in such a manner as the designated Responsible Authority determines is appropriate to inform them of their obligations under the Act. The designated Responsible Authority shall also be authorized to amend or supplement the Exhibits attached to these procedures as needed to further the intent of these procedures and the City’s compliance with the Act. For the purposes of carrying out these procedures, the term Responsible Authority shall include Designees unless the context in which it is used indicates a different intent.

**3.0 Access to Public Data.** All information maintained by the City is public unless there is a specific statutory designation which gives it a different classification. Categories of classification are as follows:

<b>Data on Individuals*</b> M.S. § 13.02, subd. 5	<b>Data on Decedents</b> M.S. § 13.10, subd. 1	<b>Data not on Individuals*</b> M.S. § 13.02, subd. 4
<b>Public</b> Accessible to anyone M.S. § 13.02, subd. 15	<b>Public</b> Accessible to anyone M.S. § 13.02, subd. 15	<b>Public</b> Accessible to anyone M.S. § 13.02, subd. 14
<b>Private</b> Accessible to the data subject; Not accessible to the public M.S. § 13.02, subd. 12	<b>Private**</b> Accessible to the representative of the decedent; Not accessible to the public M.S. § 13.10, subd. 1(b)	<b>Nonpublic</b> Accessible to the data subject; Not accessible to the public M.S. § 13.02, subd. 9
<b>Confidential</b> Not accessible to the data subject; Not accessible to the public M.S. § 13.02, subd. 3	<b>Confidential**</b> Not accessible to the representative of the decedent; Not accessible to the public M.S. § 13.10, subd. 1(a)	<b>Protected Nonpublic</b> Not accessible to the data subject; Not accessible to the public M.S. § 13.02, subd. 13

\* Individual is defined at M.S. § 13.02, subd. 8. Individual means a living human being. It does not mean any type of entity created by law, such as a corporation.

\*\* Private and confidential data on decedents become public data ten years after the death of the data subject and 30 years after the creation of the data.

**3.1 People Entitled to Access.** Any person has the right to inspect or view public data and/or to have an explanation of the meaning of the data. The person does not need to state his or her name or give the reason for the request, unless a statute specifically authorizes the City to request such information. Additionally, any person has the right to obtain a copy of public data except in the case of copyrighted materials in the possession of the City for which the City does not have express written permission to reproduce. See **Exhibit 7**.

**3.1A Copyrighted** public documents may be shown to anyone but shall not be reproduced or photocopied without express written permission from the copyright holder. See **Exhibit 7**.

**3.1A1** The Responsible Authority reserves the right to refuse to provide copies of copyrighted data in accordance with the copyright law of the

United States (Title 17, United States Code) which governs the making of photocopies or other reproductions of copyrighted material.

**3.1A2** Public documents created by the City of Isanti and/or its officials and employees on behalf of the City do not qualify for copyright protection and shall be available for viewing and reproduction in accordance with the Act. In certain cases, the City may enforce a copyright or acquire a patent for a computer software program or components of a program created by the City. In such cases, the data shall be treated as trade secret information.

**3.2. Form of Request.** The request for public data ~~generally~~ requires a written request on a form provided by the City, and sending it by email, U.S. mail, or by hand-delivering it to the City. See **Exhibit 3**.

**3.3 Request for Clarification.** If the data request is unclear, the City may ask for clarification. If the request yields voluminous data, the City may ask if there is more specific data sought by the requestor. However, if the requestor chooses not to limit its request, the City will respond to the original data request.

**3.3 Identification of Requesting Party.** The Responsible Authority **may not** require the requesting party to provide identification to view public documents except as may be necessary to facilitate access to the data. Examples of when identifying information may be requested include, but are not limited to, obtaining a mailing address when the person has requested that copies be mailed, requesting identification when copies have been paid for by check, or requesting contact information in order to clarify or follow up on the request. The Responsible Authority must verify the identity of the requesting party as a person entitled to reproductions when reproductions of copyrighted public data are requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**3.4 Form of Copies.** Where public data is maintained in a computer storage medium, the Responsible Authority shall provide copies of the public data in electronic form upon request, provided a copy can reasonably be made in that form. The Responsible Authority is not required to provide the data in an electronic format or program that is different from the format or program in which the Responsible Authority maintains the data.

**3.5 Time Limits (Public Data).** Requests will be received and processed only at Isanti City Hall during normal business hours. If copies cannot be made at the time of the request, copies will be supplied as soon as reasonably possible. Whenever possible, the Responsible Authority will immediately allow the person to inspect the public data. When providing an immediate response to the customer it should not interfere with the City's efficient operations. The Responsible

Authority may require that the requesting person make an appointment or return at a later time to inspect or to pick up copies of the requested data.

When public data on individuals is requested by the individual data subject and an immediate response is not possible, the authorized City employee will provide the [data-response](#) within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays.

**3.6 Fees.** Anyone may inspect or view public data for any reason without charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. Fees will be charged according to the City's current fee schedule and may not include time necessary to separate public from non-public data. Prepayment of fees prior to receiving the copies is mandatory. In some situations, the City may also ask for a refundable deposit prior to copying data if the actual cost of providing copies may result in a large fee. Fees are established annually by ordinance. Information regarding the City's approved feeschedule is attached in **Exhibit 2**.

**4.0 Access to Private and Confidential Data on Individuals.** Information about individual people is classified by law as public, private, or confidential. An inventory of the private and confidential information maintained by the City is contained in **Appendix A**.

#### **4.1 People Entitled to Access.**

**4.1A Public** information about an individual may be shown or given to anyone for any reason.

**4.1B Private** information about an individual may be shown or given to:

**4.1B1** The individual, but only once every six months, unless a dispute has arisen or additional data has been collected or created.

**4.1B2** A person who has been given access by the express written consent of the data subject. See **Exhibit 6**.

**4.1B3** People, or another responsible authority, which are authorized access by federal or state law or by court order.

**4.1B4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**4.1C Confidential** information may not be given to the subject of the data, but may be given or shown to:

**4.1C1** People who are authorized access by federal or state law or by court order.

**4.1C2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**4.2 Form of Request.** The data request ~~generally~~ requires a written request on a form provided by the City, and sending it by email, U.S. mail, or by hand-delivering it to the City. See **Exhibit 3**. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, private, or confidential.

**4.3 Requests for Private or Confidential Information.** All requests to see private or confidential information must be made in writing in order to verify identity. The Responsible Authority will provide a form: ~~(sSee Exhibit 3); to document the requesting party's identity, the information requested, and the City's response; however, any individual may request data verbally or in writing as long as the request is accompanied by documentation providing the requesting party's identity and a detailed description of the information requested.~~

**4.4 Identification of Requesting Party.** The Responsible Authority **must** verify the identity of the requesting party as a person entitled to access when private or confidential data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**4.5 Time Limits.** Requests will be received and processed at Isanti City Hall only during normal business hours. Access to the data will be provided as soon as is reasonably possible. Data requested by the individual data subject will be provided within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays if an immediate response is not possible.

**4.6 Fees.** Fees will be charged in the same manner as for public information and are summarized in **Exhibit 2**.

**4.7 Summary Data.** The term summary data refers to statistical records and reports derived from data on individuals but which does not identify an individual by name or reveal any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority must notify the requesting party about the estimated costs and collect these costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared

within 10 days, the Responsible Authority must notify the requester of the anticipated time schedule and the reason for the delay.

Summary data may be prepared by “blacking out” personal identifiers, cutting out portions of the records that contain personal identifiers, creating a spreadsheet, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing (2) the agency or person agrees not to disclose the private or confidential data, and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data. See **Exhibit 4**.

**4.8 Records of Minors and Incapacitated Persons** as defined in Minnesota Statutes § 524.5-102, subdivision 6. The following applies to private (not confidential) data about people under the age of 18 and about those persons who are incapacitated as defined by Minnesota Statutes § 524.5-102, subdivision 6.

**4.8A Parent/Guardian Access.** In addition to the people listed above who may have access to private data, a Parent may have access to private information about a minor or incapacitated person. For the purposes of these procedures, “Parent” shall include guardians and individuals acting as parents or guardians in the absence of parents or guardians. A Parent is presumed to have this right unless the minor has requested the Responsible Authority to withhold the data and withholding the data would be in the best interest of the minor, or unless the Responsible Authority has been given evidence that there is a state law, court order, or other legally binding document, that restricts the Parent’s exercise of this right.

**4.8B Notice to Minor and Incapacitated Persons.** Before requesting private data from minors or incapacitated persons, City personnel must notify the minors and incapacitated persons that they may request that the information not be given to their parent or guardian(s). See **Exhibit 5**.

**4.8C Denial of Parent or Guardian Access.** The Responsible Authority may deny parent or guardian access to private data when the individual requests this denial and the Responsible Authority determines that withholding the data would be in the best interest of the individual. The request from the individual must be in writing, stating the reasons for the request. In determining the best interest of the individual, the Responsible Authority will consider:

**4.8C1** Whether the individual is of sufficient age and maturity to explain the reasons and understand the consequences,



**4.8C2** Whether denying access may protect the individual from physical or emotional harm,

**4.7C3** Whether there are reasonable grounds to support the individual's reasons, and

**4.8C4** Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent or guardian would seriously jeopardize the health of the individual.

The Responsible Authority may also deny parental access without a request from the juvenile or incapacitated person under Minnesota Statutes Section 144.335, or under any other state or federal statute that allows or requires denial of parental access and that provides standards for denying parental access.

**5.0 Access to Private and Confidential Data on Decedents.** Private data on decedents means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as private data. Confidential data means data which, prior to the death of the data subject, were classified by statute, federal law, or temporary classification as confidential data. An Inventory of the private and confidential information maintained by the City is contained in **Appendix A**. Information about individuals who are deceased will be treated the same as data that is about individuals who are living except:

**5.0A** Private and confidential data on decedents will become public data ten years after the death of the data subject **and** 30 years after the creation of the data in accordance with Minnesota Statutes Section 13.10, subdivision 2. An individual is presumed dead if either 90 years elapsed since the creation of the data or 90 years have elapsed since the individual's birth, whichever is earlier, except that an individual is not presumed to be dead if the Responsible Authority has information readily available to it indicating the individual is still living.

**5.0B** A representative of the decedent may exercise the rights that the decedent could have exercised as a living individual. A "representative of the decedent" means a personal representative of the estate of the decedent during the period of administration, or if no personal representative has been appointed or after discharge, the surviving spouse, any child of the decedent, or, if there is no surviving spouse or children, the parents of the decedent.

**6.0 Access to Data Not On Individuals.** Information not about individuals is classified by law as public, nonpublic, and protected nonpublic. Information that is not about individuals will generally be treated the same as data about individuals. Nonpublic and

protected nonpublic information, except for security information, becomes public either ten years after it was created by the City or ten years after the data was received or collected by the City unless the Responsible Authority reasonably determines that if the information was made public or made available to the data subject that the harm to the public or the data subject would outweigh the benefit to the public or the data subject.

## **6.1 People Entitled to Access.**

**6.1A Public** information not about an individual may be shown to anyone. Copyrighted documents will not be reproduced or photocopied without express written permission from the copyright holder. See **Exhibit 7**.

**6.1B Nonpublic** information not about an individual may be shown or given to:

**6.1B1** An authorized representative of the subject entity of the data, but only once every six months, unless a dispute has arisen or additional data has been collected.

**6.1B2** A person who has been given access by the express written consent of the authorized representative of the entity which is the subject of the data. See **Exhibit 6**.

**6.1B3** People who are authorized access by federal or state law or by court order.

**6.1B4** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**6.1C Protected Nonpublic** information may not be given to the authorized representative of the entity, but may be given or shown to:

**6.1C1** People who are authorized access by federal or state or by court order.

**6.1C2** People within the City staff, the City Council, and outside agents (such as attorneys, insurance agents, etc.) whose work assignments or responsibilities reasonably require access.

**6.2 Form of Request.** The data request ~~generally~~ requires a written request on a form provided by the City, and sending it by email, U.S. mail, or by hand-delivering it to the City. See **Exhibit 3**. Data will be released depending on whether or not the City has stored the data requested and whether the data is classified as public, nonpublic, protected nonpublic or is copyrighted.

**6.3 Form of Request (Nonpublic or Protected Nonpublic Information).** All requests to view or receive a reproduction of nonpublic or protected nonpublic information must be made in writing in order to verify identity. All requests to receive a reproduction of copyrighted public, nonpublic or protected nonpublic information must be made in writing in order to determine if the request for copyrighted material qualifies for release under copyright law of the United States (Title 17, United States Code.) The Responsible Authority will provide a form ~~-(see Exhibit 3)-~~ to document the requesting party's identity, the information requested, and the City's response; ~~however, any person may request data verbally or in writing as long as the request includes documentation of the requesting party's identity and a detailed description of the information requested.~~

**6.4 Identification of Requesting Party.** The Responsible Authority must verify the identity of the requesting party as a person entitled to access when nonpublic or protected nonpublic data is requested. The Responsible Authority must also verify the identity of the requesting party as a person entitled to access when copies of copyrighted private, nonpublic, or protected nonpublic data is requested. Identity can be established through personal knowledge, presentation of photo identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.

**6.5 Time Limits.** Requests will be received and processed at Isanti City Hall only during normal business hours. The response must be immediate, if possible, or prompt and reasonable, if an immediate response is not possible.

**6.6 Fees.** Fees will be charged in the same manner as for public information and are summarized in **Exhibit 2**.

**6.7 Accessibility of Records.** Upon request by an individual, records must be made available within a reasonable time period to persons with disabilities in a manner consistent with state and federal laws prohibiting discrimination against persons with disabilities. Reasonable modifications must be made in any policies, practices and procedures that might otherwise deny equal access to records to individuals with disabilities. This requirement does not apply to (1) technology procured or developed prior to January 1, 2013, unless substantially modified or substantially enhanced after January 1, 2013 or (2) records that cannot be reasonably modified to be accessible without an undue burden as defined in Minnesota Statutes Section 16E.015, subdivision 4 to the public entity or (3) except as otherwise provided in Minnesota Statutes Chapter 16E.

**7.0 Temporary Classification.** If the Responsible Authority determines information not expressly classified by law should be protected, the Responsible Authority may apply to the Department of Administration Commissioner for permission to classify information as private, confidential, nonpublic or protected nonpublic for its own use and for the use of other governmental entities on a temporary basis. The application and the classification of the information shall be in accordance with Minnesota Statutes Section 13.06.

**8.0 Denial of Access.** If the Responsible Authority determines that the requested data is not accessible to the requesting party, the Responsible Authority must inform the requesting party verbally at the time of the request or in writing as soon after that as possible. The Responsible Authority must give the specific legal authority, including statutory section, for withholding the data. The Responsible Authority must place a verbal denial in writing upon request. This must also include the specific legal authority for the denial.

**9.0 Collection of Data on Individuals.** The collection and storage of information about individuals will be limited to that necessary for the administration and management of the programs specifically authorized by the state legislature, City Council, or federal government.

**9.1 Tennessean Warning.** When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennessean warning. See **Exhibit 8; Exhibit 9.**

**9.1A** This warning must contain the following:

**9.1A1** The purpose and intended use of the requested data,

**9.1A2** Whether the individual may refuse or is legally required to supply the requested data,

**9.1A3** Any known consequences from supplying or refusing to supply the information, and

**9.1A4** The identity of other persons or entities authorized by state or federal law to receive the data.

**9.1B** A Tennessean warning is not required when:

**9.1B1** An individual is requested to supply investigative data to a law enforcement officer;

**9.1B2** The data subject is not an individual (e.g., the data subject is a corporation or partnership);

**9.1B3** The data subject offers information that has not been requested by the City;

**9.1B4** The information requested from the individual is about someone else;

**9.1B5** The City receives information about the subject from someone else; or

**9.1B6** The information requested from the subject is classified as public data.

**9.1C** A Tennessee warning may be on a separate form ([e.g., Exhibit 9](#)) or may be incorporated into the form which requests the private or confidential data.

**9.1D Collection of Data on Individuals through the Use of the City's Computer.** When an individual gains access to government information or services through the City's computer, the City may create, collect, or maintain electronic access data or use its computer to install a cookie on an individual's computer. The City must inform individuals gaining access to the City's computer of the creation, collection, or maintenance of electronic access data or the City's use of cookies before requiring the individual to provide any data about the individual to the City. As part of that notice, the City must inform the individual how the data will be used and disseminated. Notwithstanding an individuals' refusal to accept a cookie on its computer, the City must allow the individual to gain access to data or information, transfer data or information, or use government services by means of the City's computer.

**9.2 Data Quality Procedures.** The City is required to establish procedures to ensure that data on individuals are accurate, complete and current. The Responsible Authority shall work with employees that collect, use, or disseminate data on individuals to implement the following procedures:

**9.2A** At the time that data is collected from the individual data subject, the individual should be advised of his or her right to review and contest the accuracy or completeness of public or private data concerning him/herself.

**9.2B** An individual data subject should be encouraged to review his/her file for accuracy, completeness and currency.

**9.2C** Whenever possible and practical, collect data about an individual from the individual subject of the data rather than from third parties (e.g., birthdate, address, etc.). (This directive does not prohibit employees from collecting data from third parties.)

**9.2D** Design forms to collect objective types of data elements whenever possible, rather than data which calls for an opinion or conclusion or other subjective entry. Forms for the collection of data on individuals should request only necessary data.

**9.2E** Department heads should periodically review forms used to collect data on individuals. Data elements that are not necessary or that lend themselves to ambiguity or subjectivity should be removed and the forms redesigned.

**9.2F** Department heads should periodically conduct quality/validity check on sample case files that contain data on individuals.

**10.0 Challenge to Data Accuracy or Completeness.** An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. Within 30 days, the Responsible Authority must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the authority believes the data to be correct.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if so ordered to do so by the Commissioner.

## **11.0 Data Protection.**

### **11.1 Accuracy and Currency of Data.**

**11.1A** All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate supervisor, City Administrator, City Clerk, or Finance Director, which is necessary for tax, insurance, emergency notification, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.

**11.1B** Department heads should, on a yearly basis, review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.

**11.1C** All records must be disposed of according to the State of Minnesota General Records Retention Schedule.

**11.2 Data Safeguards/Ensuring Security of Not Public Data.** The City has established the following procedures to ensure appropriate access to not public data:

**11.2A Data Inventory.** Pursuant to Minn. Stat. § 13.025, subd. 1, the City has a Data Inventory that identifies and describes all not public data on individuals maintained by the City. See **Appendix A**. To comply with Minn. Stat. § 13.05, subd. 5, the City has modified its Data Inventory to represent the employees who have access to not public data.

**11.2B** In the event of a temporary duty as assigned by the City Administrator or Supervisor, an employee may access certain not public data, for as long as the work is assigned to the employee.

**11.2C** In addition to those employees listed in the Inventory, the Responsible Authority/Compliance Officer (City Administrator, City Clerk), Data Practices Designee, City Councilmembers, City Attorney, or specific City agent may have access to all not public data maintained by the City for specified duties. Any access to not public data will be strictly limited to the data on an as-needed basis and only as necessary to complete the work assignment.

**11.2D Employee position descriptions and job responsibilities.**

Position descriptions may contain provisions identifying any not public data accessible to the employee when a work assignment reasonably requires access. Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private or confidential information. The City Administrator or City Clerk shall instruct these employees to:

**11.2.D1** 1) not discuss, disclose, or otherwise release private or confidential data to anyone other than City employees whose job responsibilities require access to the data;

**11.2.D2** 2) Password-protect their computers and lock their computers before leaving work stations;

**11.2.D3** 3) Secure no public data within locked work spaces and in locked file cabinets;

**11.2.D4** 4) not leave private or confidential data where non-authorized individuals might see it; and

**11.2.D5** 5) shred private or confidential data before discarding.

**11.2E** When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act. The City must include in a written contract the language contained in **Exhibit 10** or substantially similar language.

**11.2F Data Storage.** Private and confidential information will be stored in files, work spaces, or databases that are not readily accessible to individuals who do not have authorized access and that will be secured

during hours when offices are closed. Private and confidential data will be kept only in City offices, except when necessary for City business. The City will limit access to shared network drives and implement password protections, where necessary, for not public data.

**11.2G Appointment of Designees.** To further ensure appropriate access and compliance with laws, the City Administrator, an appointed responsible authority designee, the City Clerk. See **Appendix A.**

**11.2H Data Sharing with Authorized Entities or Individuals.** State or federal law may authorize the sharing of public data in specific circumstances. Not public data may be shared with another entity if a federal or state law allows or mandates it. Individuals will receive notice of any sharing in applicable Tennessee warnings or the City will obtain the individual's consent. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

**11.2I Security Assessment.** The City will conduct a comprehensive security assessment of any personal information maintained by the City (i.e., social security numbers, driver's license or identification numbers, and account, credit and debit card numbers along with any security code, access code or passwords that would permit access to an individual's financial account).

### **11.3 Procedures for Breaches in Security.**

**11.3A** In the event of an unauthorized breach of the security of not public data, the City will follow all applicable procedures pursuant to Minn. Stat. § 13.055. The City will promptly investigate a breach in the security of data. Upon completion of the investigation and final disposition of any disciplinary action related to the breach, the City will prepare a report on the facts and results of the investigation.

**11.3B** If the breach involves unauthorized access to or acquisition of data by an employee, contractor, or agent of the City, the report will include: 1) a description of the type of data that were accessed or acquired; 2) the number of individuals whose data was improperly accessed or acquired; 3) if there has been final disposition of disciplinary action, the name of each employee determined to be responsible for the unauthorized access or acquisition; and 4) the final disposition of any disciplinary action taken against each employee in response.



**11.3C** The City will notify the subject of the data that the report is being prepared and how to access the report and that the report may be requested by mail or email. Notification to the data subject may be delayed if a law enforcement agency determines that the notification will impede an active criminal investigation. After the law enforcement agency determines that notification will not compromise the investigation, the notification must be made to the data subject.

**11.3D** The City will notify each data subject affected by a breach in writing either by first class mail or by electronic notice, or by substitute notice, as allowed by law.

**11.4 Penalties for Unlawfully Accessing Not Public Data.** The City will utilize penalties for unlawful access by its employees to not public data as provided for in Minnesota Statutes Section 13.09, if necessary. Penalties include suspension, dismissal, or referring the matter to the appropriate prosecutorial authority who may pursue a criminal misdemeanor charge.

## **EXHIBIT 1**

### **LIST OF DESIGNEES**

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of Isanti (“City”) is presumed public and is accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic or Protected Nonpublic in accordance with Federal law, State Statute or a temporary classification.

The City has appointed the following position to administer this system.

#### **Responsible Authority and Data Practices Designee:**

Jaden Strand  
City Clerk  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
[Jstrand@cityofisanti.us](mailto:Jstrand@cityofisanti.us)

#### **Data Practices Compliance Official**

Josi Wood  
City Administrator  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [jwood@cityofisanti.us](mailto:jwood@cityofisanti.us)

**The Responsible Authority, Compliance Official, and Designee shall have access to all records.**

Other persons responsible for the maintenance and dissemination of City records are as apparent or assigned.

## EXHIBIT 2

### Annual Fee Schedule

The City of Isanti charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

#### Pre-Payment Mandatory

Pre-payment is mandatory for all copy requests for which fees are charged. Additionally, if a data request will result in voluminous numbers of documents, the City may ask for a deposit prior to copying data. If the cost of providing the copies is less than the deposit amount, the person making the data request will receive a refund of the unused deposit amount. If the cost of providing the copies exceeds the deposit amount, the person making the data request is responsible for the remaining balance before the copies will be provided. The deposit amount must be paid before the City will begin working on processing a data request.

#### Standard Charges

*Please note: An administrative fee may be charged for services not specifically identified, as deemed appropriate by the City Council (and or designees – City Administrator, City Clerk). An administrative fee may be added to the charges in the Fee Register for those situations where the specified fee does not adequately compensate the City.*

- The City will not require payment for copies if the cost of copies is less than \$5.00.
- 100 or fewer black and white paper copies/ 8.5” x 11”  
single-sided – 25 cents  
double-sided – 50 cents
- 100 or More Paper Copies, or Most Other Types of Copies – Actual Cost

#### *What is Actual Cost?*

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies, or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, the City considers factors including but not limited to:

- Staff time to:
  - retrieve documents (except when the subject of the data is making the request);
  - make, certify and compile copies;
  - sort and label documents only if necessary to identify the data to be copied;
  - remove staples or paper clips;

- Please note: the cost of employee time to search for data, retrieve data, and make copies should generally not exceed those of the lowest-paid employee who can complete the task performed. However, if, because of the subject matter of the request, the City finds it necessary for a higher-paid employee to search for and retrieve the data, the City will calculate the search and retrieval portion of the copy charge at the higher salary/wage;

- Materials (paper, copier ink, staples, magnetic tapes, CD's or DVD's, thumb drives, etc.);
- Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data;
- Mailing costs; and/or
- Costs to pay an outside vendor (including transportation to and from the vendor) if the request is for copies of data that we cannot reproduce ourselves, such as photographs.

### EXHIBIT 3

#### GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

1. **AUTHORIZATION.** City of Isanti (“City”) hereby authorizes \_\_\_\_\_, (“Authorized Party”) access to the following government data: \_\_\_\_\_

2. **PURPOSE.** Access to this government data is limited to the objective of creating summary data for the following purpose: \_\_\_\_\_

3. **COST.** (Check all that apply):

\_\_\_\_\_ The Authorized Party has been requested by the City to prepare summary data and will be paid in accordance with City policy. The estimated total is: \$ \_\_\_\_\_

\_\_\_\_\_ is the person who requested the summary data and agrees to bear the City’s costs associated with the preparation of the data which has been estimated to be \$ \_\_\_\_\_.

\_\_\_\_\_  
Signature of Requestor

\_\_\_\_\_  
Date

4. **SECURITY.** The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interests of individual data subjects in accordance with the terms of this Agreement.

The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as not public which is obtained from City records and incorporated into reports, summaries, compilations, articles, or any document or series of documents.

Data contained in files, records, microfilm, or other storage media maintained by the City are the City’s property and are not to leave the City’s custody. The Authorized Party agrees not to make reproductions of any data or remove any data from the site where it is provided, if the data can in any way identify an individual.

No data which is not public and which is irrelevant to the purpose stated above will ever be disclosed or communicated to anyone by any means.

The Authorized Party warrants that the following named individual(s) will be the only person(s) to participate in the collection of the data described above:

\_\_\_\_\_  
Complete name (printed)

\_\_\_\_\_  
Title (printed)

5. **LIABILITY FOR DISCLOSURE.** The Authorized Party is liable for any unlawful use or disclosure of government data collected, used and maintained in the exercise of this agreement and is classified as not public under state or federal law. The Authorized Party understands that it may be subject to civil or criminal penalties under those laws. The Authorized Party agrees to defend, indemnify, and hold the City, its officers and employees harmless from any liability, claims, damages, costs, judgments, or expenses, omission of the Authorized Party's failure to fully perform in any respect all obligations under this agreement.

6. **INSURANCE.** In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of this Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover \$1,000,000 per claimant for personal injuries and/or damages and \$1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.

7. **ACCESS PERIOD.** The Authorized Party may have access to the information described above from \_\_\_\_\_ to \_\_\_\_\_.

8. **ACCESS RESULTS.**

A copy of all reports, summaries, compilations, articles, publications or any document or series of documents that are created from the information provided under this agreement must be provided to the City. The Authorized Party may retain one copy of the summary data created for its own records but may not disclose it without City permission, except in defense of claims brought against it.

**AUTHORIZED PARTY:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

**REQUESTOR OF SUMMARY DATA:** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

**CITY OF ISANTI:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 4**

**NOTICE TO PERSONS UNDER AGE 18**

Some of the information you are asked to provide is classified as private under State law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- \* Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- \* Whether denying access may protect you from physical or emotional harm,
- \* Whether there is reasonable grounds to support your reasons, and
- \* Whether the data concerns medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(name) (title)

**REQUEST TO WITHHOLD INFORMATION**

I request that the following information:

---

---

---

Be withheld from: \_\_\_\_\_

For these reasons:

---

---

---

Date: \_\_\_\_\_ Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

## EXHIBIT 5

### SAMPLE CONSENT TO RELEASE PRIVATE DATA

I, \_\_\_\_\_, authorize the City of Isanti ("City") to  
(print name)  
release the following private data about me:

\_\_\_\_\_  
\_\_\_\_\_

to the following person(s) or entity(ies):

\_\_\_\_\_  
\_\_\_\_\_

The person(s) or entity(ies) receiving the private data may use it only for the following purpose or purposes:

\_\_\_\_\_  
\_\_\_\_\_

This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_.

**I understand that my records are protected under state privacy regulations and cannot be disclosed without my consent unless otherwise provided for by law. I also understand that I may cancel this consent at any time prior to the information being released and that in any event this consent expires automatically one year after signing. By signing this document, I give my full and voluntary consent to the City to release the above-listed data to the persons identified in this release, and I waive any and all claims against the City for the disclosure of private data about me in accordance with this document.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of parent or guardian  
(if data subject is under 18 years of age)

#### IDENTITY VERIFIED BY:

- ☐ Witness: x \_\_\_\_\_
- ☐ Identification: Driver's License, State ID, Passport,  
other: \_\_\_\_\_
- ☐ Comparison with signature on file
- ☐ Other: \_\_\_\_\_

Responsible Authority/Designee: \_\_\_\_\_



**EXHIBIT 6**

**CONSENT TO RELEASE COPYRIGHTED DATA**

I, \_\_\_\_\_, certify that I have the authority to authorize the City of Isanti to release the following copyrighted data of which I am the copyright holder:

\_\_\_\_\_

To the following person or people: \_\_\_\_\_

\_\_\_\_\_

The person or people receiving the copyrighted data may use it only for the following purpose or purposes: \_\_\_\_\_

This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_.

*\*The expiration cannot exceed one year from the date of the authorization.*

I, the undersigned, agree to give up and waive all claims that I might have against the City, its agents and employees for releasing data pursuant to this request.

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Complete Address Phone

\_\_\_\_\_  
Notarized Signature Date

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_, known to me to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

My Commission Expires On: \_\_\_\_\_

## EXHIBIT 7

### SAMPLE DATA PRACTICES ADVISORY (Tennessen Warning)

Some or all of the information that you are asked to provide on the attached form is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is: \_\_\_\_\_  
\_\_\_\_\_

You \_\_\_\_\_ are / \_\_\_\_\_ are not legally required to provide this information.

If you refuse to supply the information, the following may happen: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other persons or entities authorized by law to receive this information are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT 8

### City of Isanti Tennessee Warning Form

**It is the City of Isanti's responsibility to inform potential employees of their privacy rights. Please carefully read the Tennessee Warning provided below. Sign and date the form and return it with your application. Your signature indicates that you have received information regarding your rights as they pertain to the Minnesota Government Data Practices Act.**

The Minnesota Government Data Practices Act (Minn. Stat. §§ 13.01 – 13.90) includes two sections affecting applicants seeking employment with the City of Isanti. First, under “Rights of Subjects of Data” (Minn. Stat. § 13.04), when an applicant is asked to provide information about him/herself, the City must advise you of:

- The purpose and intended use of the data;
- Whether you may refuse or are legally required to supply the requested data;
- Any known consequences arising from your supplying or refusing to supply the data; and
- The identity of other persons or organizations authorized by State or Federal law to receive the data you provide.

Second under “Personnel Data” (Minn. Stat. §13.43) the following data on you as an applicant for employment by a public agency is automatically public:

- Your veteran's status;
- Your job history;
- Your education and training;
- Your relevant test scores;
- Your rank on our eligibility list; and
- Work availability.

As an applicant, your name is considered private until you are certified as eligible for appointment to a position or are considered by the appointing authority to be a finalist for a position in public employment.

If you are hired, the following additional data about you will be considered public information:

- Your name;
- Your employee identification number (which is not your Social Security number);
- Your actual gross salary, contract fees, salary range, and actual gross pension;
- The value and nature of employer paid benefits;
- The basis for and the amount of any added remuneration, including expense reimbursement, in addition to your salary;
- Your job title, bargaining unit (if applicable) and job description;
- The dates of your first and last employment with us;

- The existence and status of any ~~written~~ complaints or charges against you ~~while you work for~~ as an employee of the City of Isanti, regardless of whether or not they have resulted in disciplinary action; ~~the final disposition of any disciplinary action and supporting documentation;~~
- The final disposition of any disciplinary action and supporting documentation;
  - You work location and work telephone number;
  - Your education and training background;
  - Work-related continuing education;
  - Honors and awards you have received;
  - Payroll timesheets or other comparable data that are only used to account for your work time for payroll purposes: except to the extent that release of time sheet data would reveal employee's reasons for the use of sick or other medical leave or other non-public data;
  - Your previous work experience;
  - The "complete" terms of any settlement agreement (including buyout agreements) except that the agreement must include the specific reasons if it involves the payment of more than \$10,000 of public money; and
  - Your badge number. This data is private if the candidate is applying for or is hired for an undercover law enforcement position.

All data concerning you which is placed in your personnel file and which is not addressed in statute as public data (see above listing) is private data. This private data will be available to you and those members of city staff needing it to process city records. In addition, the following persons or organization are authorized by state and federal law to receive this data if they so request in certain circumstances:

- The Bureau of Census;
- Federal, State and County Auditors;
- The State Department of Public Welfare;
- The Department of Human Rights;
- Applicant Data Practices Advisory Continued
- Federal Officials investigating compliance of Affirmative Action and Equal Employment Opportunities;
- Labor organizations and the Bureau of Mediation Services;
- Data may also be made available through court order.

With the exception of the optional data requested, the data you provide is needed to identify you and you assist in determining your suitability for the position for which you are applying. The optional data is used in summary form by the city's Affirmative Action Program to monitor protected class employment and meet federal, state and local reporting requirements. Furnishing the optional data requested about you is voluntary.

**NOTICE REGARDING SOCIAL SECURITY NUMBER:** This information will be used for payroll taxes, insurance purposes, and retained in the employee's data record.

**NOTICE TO MINORS:** Minors from whom private data or confidential data is collected have the right to request that parental access to the private data be denied.

If you have any questions regarding your rights as a subject of data, please contact the City of Isanti Human Resources at 110 1st Ave NW P.O. Box 428, Isanti, MN 55011.

This information is subject to change consistent with subsequent amendments to the Minnesota Government Data Practices Act.

I have read and understand the information given above regarding the Minnesota Data Practices Act.

---

Applicant Signature

---

Date

## **EXHIBIT 9**

### **SAMPLE CONTRACT PROVISION**

Data Practices Compliance. This contract is governed by Minnesota Statutes Section 13.05, subdivisions 6 and 11, the provisions of which are incorporated by reference into this contract. The City of Isanti (“City”) agrees to give the CONTRACTOR access to data collected or maintained by the City as necessary to perform CONTRACTOR’S obligations under this contract. CONTRACTOR agrees to maintain all data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR consistent with requirements of the Minnesota Government Data Practices Act, Minnesota Chapter 13 (the “Act”). CONTRACTOR will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. CONTRACTOR agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of CONTRACTOR’S failure to comply with the requirements of this Paragraph; provided that CONTRACTOR shall have no duty to defend or indemnify where CONTRACTOR has acted in conformance with the City’s written directions.

## **EXHIBIT 10**

### **Building Permit/Plans DATA PRACTICES ADVISORY**

You may be required to submit building plans with your building permit application so that the City of Isanti can determine whether or not your building permit application should be approved. If you do not submit plans when they are required, your building permit will not be approved. The Minnesota Government Data Practices Act establishes a presumption that all government data are public and are accessible by the public for both inspection and copying unless there is a federal law, a state statute, or a temporary classification of data that provides that certain data are not public. Minnesota Statutes Section 13.01 defines government data as being all data collected, created, received, maintained, or disseminated by the City.

The Government Data Practices Act allows building plans to be classified as non-public ONLY if they contain the following information:

Security information defined by Minnesota Statutes Section 13.37 as being “government data the disclosure of which would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury.”

AND / OR

Trade Secret information defined by Minnesota Statutes Section 13.37 as being “government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.”

Building plans submitted to the City are generally public information and will be presumed to be available for copying and release to the public. If you hold a copyright to the plans and do not want them copied for the public, then you will need to indicate as such below. Also, if you believe that your building plans qualify for the classification of nonpublic data you must provide documentation verifying your claim. The responsible authority for the City of Isanti will determine whether or not the plans qualify for nonpublic data classification within 10 business days of the request.

Building plans and related documents submitted to the City are presumed to be public and by submitting them and signing this document you are expressly giving permission to the

City to make copies for the City's use and to make available to the public upon request unless you indicate otherwise as follows:

\_\_\_\_\_ **The building plans I have submitted contain SECURITY INFORMATION as defined by Minnesota Statutes Section 13.37, subdivision 1 (a) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes security information under law.

\_\_\_\_\_ **The building plans I have submitted contain TRADE SECRET INFORMATION as defined by Minnesota Statutes Section 13.37, subdivision 1 (b) and are to be treated as protected nonpublic data.** I understand I must provide an explanation (below) to support my claim that the information I am providing constitutes trade secret information under law.

\_\_\_\_\_ **The building plans I have submitted are COPYRIGHTED under and protected by the Federal Copyright Act and I do not give permission for them to be copied for release to the public.** However, I understand the plans are considered public information under Minnesota law and may be viewed by the public.

Explanation:

---

---

---

---

\_\_\_\_\_  
Name of Applicant (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Property address

\_\_\_\_\_  
Contact Address

\_\_\_\_\_  
Contact phone

\_\_\_\_\_  
E-mail address



## **APPENDIX A**

# **NONPUBLIC, PRIVATE, AND CONFIDENTIAL DATA MAINTAINED BY THE CITY OF ISANTI**

## **DATA INVENTORY**

Pursuant to Minnesota Statute § 13.025, subd. 1, the City provides this Data Inventory identifying and describing all not public data on individuals maintained by the City. To comply with Minnesota Statute § 13.05, subd. 5, the City's Data Inventory also indicates the employees who have access to this data.

In addition to the employees listed, the City's Responsible Authority/Data Practices Compliance Official, Data Practices Designee(s), City Councilmembers, City Attorney, and specified agents of the City will also have access to all not public data only on an as-needed basis, and only when necessary as part of a specific work assignment.

This Inventory includes data divided into the following categories: General, Administration, Community and Real Property, Personnel, and Public Safety. These categories are provided only for convenience in locating types of data. Inclusion in any particular category is not intended to indicate an exclusive location for that data type. (For example, data listed under Personnel may be physically located in more than one City department.)

This Inventory includes citations to the applicable Minnesota Statutes. Please refer to the specific statutes cited for the complete details regarding the data classifications, any applicable exceptions, and other information.

Name of Record, File, Form or Data Type	Description	Data Classification	Citation for Classification	Employee Work Access
<b>General</b>				
Audit Data	Data relating to an audit, examination or investigation performed by the state auditor. Data provided for purpose of review and verification must be protected from unlawful disclosure.	Protected Nonpublic/ Confidential	Minn. Stat. § 6.715, subd. 5	City Administrator Finance Director, City Clerk
Business Data	Data by a business requesting financial assistance or benefits financed by public funds. Data becomes public when public assistance is provided or the business receives assistance from the City, except that business plans, income and expense projections not related to assistance, customer lists, tax returns and design, market and feasibility studies not paid for with public funds remain private or nonpublic.	Private/Non Public	Minn. Stat. § 13.591	City Administrator Finance Director, City Clerk, Community Development Director, Economic Development Director
City Attorney Records	Use, collection, storage and dissemination of data by the city attorney is governed by statutes, rules and professional standards concerning litigation, evidence and professional responsibility. Attorney-client and work product privilege documents are confidential.	Confidential	Minn. Stat. § 13.393	City Administrator, Finance Director, City Clerk, Chief of Police, Asst. City Administrator/Public Services Director, Building Official, Community Development Director
Civil Investigative Data	Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation.	Confidential/Protected Nonpublic/Not Public/ Public	Minn. Stat. § 13.39	City Administrator, Finance Director, /City Clerk
Council Meetings with Data Classified as Nonpublic	A part of a meeting must be closed is expressly required by other law or if the certain types of data are discussed: alleged victims or reporters of criminal sexual conduct, domestic abuse, maltreatment of minors/vulnerable adults, active investigative data as defined in Minn. Stat. 13.82, subd. 7, internal affairs data relating to law	Private/Public	Minn. Stat. § 13D.05	City Administrator, Police Chief

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
	enforcement misconduct, educational, health, medical, welfare, or mental health data not public under Minn. Stat. §§ 13.32; 13.3805, subd. 1; 13.384; or 13.46, subd. 2, 7.			
Elected Officials Correspondence	Correspondence between individuals and elected officials is private data on individuals, but may be made public by either the sender or recipient.	Private/Public	Minn. Stat. § 13.601, subd. 2	City Administrator Finance Director, City Clerk
Financial Disclosure Statements	Statements of elected or appointed officials which, by requirement by the City, are filed with the City are public data on individuals.	Public	Minn. Stat. § 13.601, subd. 1	City Administrator, Finance Director, City Clerk
Grants	Data created by state agency providing grants and persons/agencies that apply for or receive grants.	Nonpublic/Private	Minn. Stat. § 13.599	City Administrator, Finance Director, City Clerk, Public Services Director/ Asst. City Administrator, Community Development Director, Chief of Police, Economic Development Director
Identity of Employees Making Complaints	The identity of an individual who reports to any governmental body or law enforcement official a violation or suspected violation by their employer of any federal state law or rule.	Private	Minn. Stat. §§ 181.932, subd. 2; 13.7905, subd. 5(b)	City Administrator, City Clerk, Chief of Police
Internal Competitive Response	Bid/proposal for goods/services prepared by staff of government entity competing with those solicited by the same entity from the private sector or different entity from the private sector are private or nonpublic until completion of the selection or evaluation process at which time the data are public with trade secret exception (Minn. Stat. § 13.37).	Private/Nonpublic	Minn. Stat. §§ 13.591, subd. 5; 13.37	City Administrator, City Clerk, Finance Director, Asst. City Administrator/Public Services Director
Internal Auditing Data	Data, notes, preliminary drafts or reports created, collected and maintained by the internal audit offices of the City of by person performing audits for the City	Confidential/Private/ Protected Nonpublic/ Public	Minn. Stat. § 13.392	City Administrator, Finance Director, City Clerk

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
	and relating to an audit or investigation; data on an individual supplying information for an audit or investigation, under certain circumstances.			
Judicial Data	Judicial branch data disseminated to the city has the same classification in the hands of the city as it had in the hands of judicial branch providing it.	Confidential/Private/ Protected Nonpublic/ Public	Minn. Stat. § 13.03, subd. 4(e)	City Administrator, City Clerk, Chief of Police
Personal Contact and Online Account Information	Data on individual kept by City for notification purposes or as part of subscription list for the City's electronic periodic publications as requested by individual. Includes phone numbers, email, internet usernames and passwords, IP addresses, and other similar data related to the individual's online account or access procedures. Data may only be used for the specific purpose for which person provided the data. Does not include data submitted for purposes of making public comment.	Private	Minn. Stat. §§ 13.356; 13.04, subd., 2	City Administrator, Finance Director, City Clerk, Public Services Director/Asst. City Administrator, Community Development Director, Economic Development Director
Pleadings	Pleadings in a lawsuit by or against the City	Public	Minn. Stat. § 13.03, subd. 12	Certain employees on an as-needed as part of specific work assignments.
Requests for Proposals	RFP's are not public data until the response are opened. Once opened, the name of the responder is public. All other data in the RFP are private/nonpublic until completion of the evaluation process. After the process is completed, all remaining data are public with the exception of trade secret data. If all responses to RFP are rejected before completing evaluation process, all data, other than that made public at the opening, remain private or nonpublic until a resolicitation for RFP's results in the completion of the evaluation process, or purchase is abandoned. If resolicitation does not occur within one year of the proposal opening data, the remaining data become public.	Private/Nonpublic/ Not public/Public	Minn. Stat. §§ 13.591, subd. 3(b); 13.37	City Administrator, Finance Director, City Clerk, Asst. City Administrator/Public Services Director, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Sealed Bids	Sealed bids, including the number of bids received, prior to opening.	Private/Nonpublic	Minn. Stat. § 13.37	City Administrator, Finance Director, City Clerk, Asst. City Administrator/Public Services Director, Community Development Director, Chief of Police, Economic Development Director
Security Information	Data which if disclosed would be likely to substantially jeopardize the security of information possessions, individuals or property against theft, tampering, improper use, physical injury, etc. Includes crime prevention block maps and lists of volunteers in community crime prevention programs and their home addresses and numbers, but these may be disseminated among other volunteers. If City denies a data request based on security information, the City must, upon request provide a short description explaining the necessity for classification.	Private/Nonpublic	Minn. Stat. § 13.37	City Administrator, Chief of Police, Finance Director, City Clerk, Asst. City Administrator/Public Services Director
Service Cooperative Claims Data	Claims experience and all related information received from carriers and claims administrators participating in a group health or dental plan, including long-term disability plan offered through Minnesota service coops and plan participant survey information. Exception applies, see statute.	Nonpublic	Minn. Stat. § 13.203	City Administrator, Finance Director, City Clerk
Social Security Numbers	Social security numbers of individuals, whether in whole or in part. City cannot mail or deliver an item that displays a social security number on the outside of or otherwise visible on the item.	Private	Minn. Stat. § 13.355	City Administrator, Finance Director, City Clerk
State Auditor Data	Data relating to audit conducted by the State Auditor's office for purpose of review and verification of the data, prior to publication of the final report of the audit. Final report is public.	Confidential/Protected Nonpublic	Minn. Stat. § 6.715, subd. 5	City Administrator, Finance Director, City Clerk

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Trade Secret Information	Formula, pattern, compilation, program, device, method or process 1) supplied by person or organization; 2) that is the subject of efforts that are reasonable to maintain its secrecy; and 3) derives economic value from not being generally known to, or readily ascertainable by proper means by other persons who could obtain economic value from its disclosure or use.	Private/Nonpublic	Minn. Stat. § 13.37	City Administrator, City Clerk, Asst. City Administrator/Public Services Director
Utility Disconnection Notice	Utility data on disconnections provided to cities under Minn. Stat. § 216B.0976	Private	Minn. Stat. § 13.681, subd. 6	City Administrator, City Clerk, Asst. City Administrator/Public Services Director, Utility Billing/Accounting Clerk
<b>Administration</b>				
Assessor's Data	Data on sales sheets from private multiple listing services organizations, income information on persons used to determine Minn. Stat. § 273.126 class 4(d) property classification; and specified data regarding income properties.	Private/Nonpublic	Minn. Stat. § 13.51	City Administrator, Finance Director, City Clerk
Business Energy Accountability	Data provided by business on an inventory form for business energy use accountability.	Nonpublic	Minn. Stat. §§ 13.681; 216C.44, subd. 5	City Administrator, Finance Director, City Clerk
Candidates for Election to City Council	Data about an individual candidate for election to the City Council is public. Affidavit of candidacy must state an address of residence and phone number. Candidate may request that the address be private data by certifying the police report has been submitted or an order for protection has been issued regarding candidate's or family's safety.	Public/Private	Op. Atty. Gen. NO 852, Oct. 6, 2006; Advisory Opinion No. 05-036; Minn. Stat. § 13.607, subd. 8, and 204B.06, sub. 1b	City Administrator Finance Director, City Clerk
Computer Access Data	Data about a person's access to the City's computer for the purpose of: 1) gaining access to data or information; 2) transferring data or information; or 3) using government services.	Private/Nonpublic	Minn. Stat. § 13.15	City Administrator, City Clerk

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Deferred Assessment Data	Collected pursuant to Minn. Stat. § 435.193, indicating amount or location of cash or other valuables kept in homes of applicants for deferred assessment.	Private	Minn. Stat. §§ 13.4965, subd. 3; 2763124, subd. 13.	City Administrator, Finance Director, City Clerk, Asst. City Administrator/Public Services Director
Federal Contracts Data	All data collected and maintained by the City when required to do so by a federal agency as part of its contract with the City.	Private/Nonpublic	Minn. Stat. § 13.35	City Administrator, Finance Director, City Clerk, Community Development Director
Homestead Applications	Social security number, affidavits or other proofs of entitlement to homestead status that are submitted by property owners or their spouses. The data may be disclosed to the Commissioner of Revenue or, under limited circumstances, the county treasurer.	Private	Minn. Stat. §§ 13.4965, subd. 3; 273.124, subd. 13	City Administrator, Finance Director, City Clerk,
Municipal Bonds Register Data	Data regarding ownership of municipal obligations.	Private/Nonpublic	Minn. Stat. §§ 13.202, subd. 12; 475.55, subd. 6	City Administrator, Finance Director, City Clerk
Parking Space Leasing Data	Data on applicants for or lessee of a parking space is private/nonpublic: address, home phone, work hours, place of employment, work phone, location of parking space.	Private/Nonpublic	Minn. Stat. § 13.37	City Administrator, Asst. City Administrator/Public Services Director, Finance Director, City Clerk
Registered Voter Lists	Information contained in the master list of registered voters.	Confidential/Public	Minn. Stat. §§ 13.607, subd. 6; 201.091	City Administrator, City Clerk
Security Service Data	Data by collected, created or maintained by a security service for purposes of providing security services to the City.	Nonpublic/Private/ Public	Minn. Stat. §§ 13.861; 13.371; and 13.82, subd. 2, 3, and 4.	City Administrator, Chief of Police, Asst. City Administrator/Public Services Director, City Clerk

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Social Recreational Data	Data on individuals enrolling in recreational or other social programs: name, address, phone, any other identifying data on individual, data describes the health or medical condition of the individual, family relationship, living arrangements, and opinions as to emotional makeup or behavior of individual.	Private	Minn. Stat. § 13.548	City Administrator, Asst. City Administrator/Public Services Director, City Clerk
Solid Waste Customer Lists	Customer lists provided to the City by solid waste collectors.	Private/Nonpublic	Minn. Stat. §§ 13.7411, subd. 4(c); 115A.93, subd. 5	City Administrator, Asst. City Administrator/Public Services Director, City Clerk, Finance Director
Transportation Service Data	Personal, medical, financial, familial, or locational information, except the name, of applicants or users of transportation service for the disabled or elderly.	Private	Minn. Stat. § 13.72, subd. 10	City Administrator, Finance Director, City Clerk, Community Development Director
<b>Community and Real Property</b>				
Appraisal Data	Appraisals made for the purpose of selling or acquiring land through purchase or condemnation	Confidential/Protected Nonpublic/Public	Minn. Stat. § 13.44, subd. 3	City Administrator, Finance Director, City Clerk, Community Development Director, Economic Development Director, Public Services Director/Asst. City Administrator



<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Award Data	Financial data on business entities submitted to the City for the purpose of presenting awards to business entities for achievements in business development or performance.	Private/Nonpublic	Minn. Stat. § 13.48	City Administrator, Finance Director, City Clerk, Community Development Director, Economic Development Director, Public Services Director/Asst. City Administrator
Benefit Data	Data on individuals, business entities, collected or created when they seek information about becoming, is, or was an applicant for or recipient of benefits or services provided under any housing, home ownership, rehabilitation and community action agency food assistance programs administered by the City.	Private/Public	Minn. Stat. § 13.462	City Administrator, City Clerk, Community Development Director, Economic Development Director
Housing Agency Data	Correspondence between the agency and agency's attorney containing data collected as part of an active investigation for the purpose of commencing or defending potential or actual litigation; income information on persons collected and maintained to determine property tax classification eligibility; data pertaining to negotiations with property owners regarding purchase of property.	Confidential/Private/ Protected Nonpublic/ Nonpublic/Public	Minn. Stat. § 13.585	City Administrator, Finance Director, City Clerk, Chief of Police, Economic Development Director
Property Complaint Data	Identifies individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property.	Confidential	Minn. Stat. § 13.44, subd. 1	City Administrator, City Clerk, Community Development Director, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Planning Questionnaires	Names and addresses of individuals and business and the legal description of property owned by them, when collected in surveys of individuals conducted by the City for the purposes of planning, development and redevelopment.	Private/Nonpublic	Minn. Stat. § 13.59	City Administrator Finance Director, City Clerk, Community Development Director, Economic Development Director
Redevelopment Data	Names and addresses of individuals and businesses and the legal descriptions of property owned by individuals and businesses, when collected in City surveys for planning, development and redevelopment.	Private/Nonpublic	Minn. Stat. § 13.59	City Administrator Finance Director, City Clerk, Community Development Director, Economic Development Director
<b>Personnel</b>				
Applicant Information	Generally, all data about people who are or were an employee, an applicant for employment, a volunteer, or an independent contractor is private. Exceptions: * Veteran status * Relevant test scores * Rank on eligibility test * Job history * Education/training * Work availability * Name, after certified as eligible for appointment to a vacancy or when a final for a position (selected for an interview) * Names of applications to and members of an advisory board or commission.	Private/Public	Minn. Stat. § 13.43	City Administrator, City Clerk, Asst. City Administrator/Public Services Director, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Applicants to a Public Body	<p>Generally all data about people who are or were an applicant or an appointed member of a public body is private. Exceptions:</p> <ul style="list-style-type: none"> <li>* Name</li> <li>* City of residence (unless residency requirement, then address)</li> <li>* Education and training</li> <li>* Employment History</li> <li>* Volunteer work</li> <li>* Awards and honors</li> <li>* Prior Government Service</li> </ul> <p>If actually appointed, add:</p> <ul style="list-style-type: none"> <li>* Residential Address</li> <li>* Email or telephone number where appointee can be reached (City email or phone will suffice)</li> </ul>	Private/Public	Minn. Stat. § 13.601	City Administrator, Finance Director, City Clerk
Employee Assistance Information	Data created, collected or maintained by a government entity to administer employee assistance programs similar to the one authorized by Minn. Stat. § 43A.319.	Private	Minn. Stat. § 13.43, subd. 7	City Administrator, City Clerk
Employee Drug and Alcohol Tests	Results of employee drug and alcohol tests.	Confidential/Private	Minn. Stat. §§ 13.43, subd. 5(c); 181.954, subd. 2 and 3	City Administrator, City Clerk, Chief of Police, Asst. City Administrator/Public Services Director

Name of Record, File, Form or Data Type	Description	Data Classification	Citation for Classification	Employee Work Access
Employee Data	<p>Generally all data about current and former employees, volunteers, and independent contractors are private.</p> <p>Exceptions:</p> <ul style="list-style-type: none"> <li>* Name</li> <li>* Actual gross salary</li> <li>* Salary Range</li> <li>* Contract fees</li> <li>* Actual gross pension</li> <li>* Value and nature of employer paid fringe benefits</li> <li>* Basis for and the amount of added remuneration (expense reimbursement and salary)</li> <li>* Job title, description</li> <li>* Education and training background, previous work experience</li> <li>* Date of first and last employment</li> <li>* Existence and status of any complaints or charges against employee, regardless of whether result was disciplinary action</li> <li>* Final disposition of any disciplinary action, with specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are public employees of body</li> <li>* Terms of any agreement settling any dispute arising from employment relationship, including buyout agreement</li> <li>* Work location and phone number</li> <li>* Badge number</li> <li>* Honors and awards received</li> <li>* Payroll sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except that extent that timesheet data would reveal the employee's reasons for use of sick or other non-medical leave are nonpublic data.</li> </ul>			<p>City Administrator, Finance Director, City Clerk, Asst. City Administrator/Public Services Director, Community Development Director, Economic Development Director, Liquor Store Manager, Chief of Police</p>
Employment Training Data	Data on individuals collected, maintained, used or disseminated because an individual applies for or is/has been enrolled in employment and training publicly-funded programs.	Private	Minn. Stat. § 13.47	City Administrator, City Clerk, Finance Director

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Examination Data	Complete versions of personnel and licensing exams.	Confidential/Private	Minn. Stat. § 13.34	City Administrator, City Clerk, Finance Director, Chief of Police, Asst. City Administrator/Public Services Director
Harassment	Data identifying complainant or other witnesses not accessible in harassment complaint if data would threaten complainant/witness safety. Summary information will be provided to employee against complaints made to prepare them for disciplinary proceeding that has been initiated.	Confidential/Private	Minn. Stat. § 13.43, subd. 8	City Administrator, City Clerk
Human Rights Data	Includes investigative data in an open case file, name/address of charging party or respondent, factual basis of allegations, and statute or ordinance on which charge brought; investigative data in closed case file.	Confidential/Private/ Protected Nonpublic/ Public	Minn. Stat. §§ 13.552; 363A.7; and 363A.35	City Administrator, City Clerk
Labor Relations Information	Management position on economic and non-economic items that have not been presenting collective bargaining or arbitration, including information collected or created to prepare management position.	Private/Nonpublic	Minn. Stat. § 13.37	City Administrator, Finance Director, City Clerk, Asst. City Administrator/Public Services Director, Chief of Police
Peer Counseling Debriefing	Data acquired by a peer group member in a public safety peer counseling debriefing is private data on the person being debriefed.	Private	Minn. Stat. § 13.43, subd. 9	City Administrator, City Clerk, Chief of Police
Personnel and Employment Data	Data on individuals collected because the individual is or was an employee or an applicant for employment, performs services on a voluntary basis for, or acts as an independent contractor with a government entity.	Private/Public	Minn. Stat. § 13.43	City Administrator, Finance Director, City Clerk, Asst. City Administrator/Public Services Director, Chief of Police
Protection of Employee or Others	To protect employee from self or others from employee, data relevant to the safety concerns may be released to (1) person who may be harmed or attorney when relevant to obtaining restraining order; (2) prepetition screening team in commitment process; (3) a court, law enforcement, or prosecuting authority.	Private/Public	Minn. Stat. § 13.43, subd. 11	City Administrator, City Clerk, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Salary Benefit Survey Data	Data purchased from consulting firms, nonprofit corporations or associations or obtained from employers with written understanding that it shall not be made public.	Nonpublic	Minn. Stat. § 13.435	City Administrator, City Clerk, Finance Director
Undercover Law Enforcement Officer	All personnel data about undercover officer while assigned as such. Then, same data classifications as other employees apply unless threat to safety or investigation.	Private/Public	Minn. Stat. § 13.43, subd. 5	City Administrator, City Clerk, Chief of Police
<b>Public Safety</b>				
Arson Investigation	Information relating to a fire loss or potential fire loss.	Confidential/Public	Minn. Stat. §§ 13.6905, subd. 26; 299F.055; and 299F.06	City Administrator, City Clerk, Chief of Police
Child Abuse Report Records	Active/inactive investigative data of child abuse/neglect victims/reporters under Minn. Stat. § 626.556.	Confidential/Private	Minn. Stat. §§ 13.871, subd. 6(b); 13.82, subd. 8, 9; and 626.556	City Administrator, City Clerk, Chief of Police
Corrections and Detention Data	Data on individuals created, collected, used by a City correction/detention facility, release which discloses medical, psychological financial or personal information not related to individual's detainment; detention data, the release of which endanger an individual's life, investigation, identify a confidential information or endanger security of any institution or its population.	Confidential/Private/ Public	Minn. Stat. § 13.85	City Administrator, City Clerk, Chief of Police
Crime Victim Notice of Release	Identifying data regarding a crime victim, including victim's request for notice of release and notice of release made pursuant to Minn. Stat. § 611A.06.	Private	Minn. Stat. §§ 13.871, subd. 5(a); 611A.06	City Administrator, City Clerk, Chief of Police
Criminal Gang Investigative Data System	Data in the criminal gang investigative data system confidential, but accessible to law enforcement agencies and may be release to criminal agencies.	Confidential	Minn. Stat. §§ 13.6905, subd. 14; 299C.091	City Administrator, City Clerk, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Criminal History Data	Data maintained by agencies, political subdivisions, statewide systems are classified as private, except that data kept by the BCA identifying an person convicted, the offense, disposition, and other information outlined by statute are public for 15 years after discharge of the sentence. Data in integrated search service is private. Person subject of the data may only have (1) list of government entities that provided public or private data about them; and (2) data describing what is maintained about them at each entity.	Private/Public	Minn. Stat. § 13.87	City Administrator, City Clerk, Chief of Police
Criminal History Data – Discharge/Dismissal of Crime	Data in criminal discharge and dismissal records is classified under Minn. Stat. § 609.3751, subd. 5.	Not Public	Minn. Stat. § 13.87	City Administrator, City Clerk, Chief of Police
Diversion Program Data	Names and identifying data concerning diversion program participants that are maintained in the criminal justice data communications network.	Private	Minn. Stat. §§ 13.6905, subd. 18; 299C.46, subd. 5	City Administrator, City Clerk, Chief of Police
Detention Data	Data on individuals created, collected, used or maintained because of their lawful confinement or detainment in a correctional or detention facility, including City jail or lockup.	Private/Confidential/Public	Minn. Stat. § 13.85	City Administrator, City Clerk, Chief of Police
Domestic Abuse Data	Data on individuals collected, created, received or maintained by police departments pursuant to the domestic abuse act.	Confidential/Public	Minn. Stat. § 13.80	City Administrator, City Clerk, Chief of Police
E-Charging Data	Data created by local law enforcement and maintained by the BCA in statewide data system. Credentialing data is private protected nonpublic, and auditing, workflow and routing data is confidential protected nonpublic.	Confidential/Private/Nonpublic	Minn. Stat. § 13.871, subd. 11	City Administrator, City Clerk, Chief of Police
Emergency Telephone Service	Names, addresses and phone numbers provided to a 911 or other emergency system.	Private	Minn. Stat. §§ 13.202, subd. 6; 403.07, subd. 3, 4	City Administrator, City Clerk, Chief of Police
Explosives or Blasting Agents	Data on application to law enforcement to use/store explosives/blasting agents. May be shared with other law enforcement whose job requires access to a facility containing them. Recipients prohibited from disclosing data to anyone not directly involved in the work.	Nonpublic	Minn. Stat. § 299F.75, subd. 4	City Administrator, City Clerk, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Firearms Data	Data about the purchase or transfer of firearms and applications for permits to carry firearms.	Private	Minn. Stat. § 13.87, subd. 2	City Administrator, City Clerk, Chief of Police
Hazardous Substance Emergency	Information contained in hazardous materials notification reports made under Minn. Stat. §§ 299F.091 to 299F.099.	Nonpublic	Minn. Stat. §§ 13.6905, subd. 27; 299F.095; and 299F.096, subd. 1	City Administrator, City Clerk, Chief of Police, Asst. City Administrator/Public Services Director
Health Data	Data on individuals relating to the identification, description, prevention and control of disease or as part of an epidemiologic investigation designated by the commissioner of health as necessary to analyze, describe or protect public health.	Private	Minn. Stat. § 13.3805, subd. 1	City Administrator, City Clerk, Chief of Police, Asst. City Administrator/Public Services Director
Integrated Search Service Data	Data on individuals stored on one or more databases maintained by criminal justice agencies and accessible through the integrated search service operated by the BCA.			City Administrator, City Clerk, Chief of Police
Investigative Detention Data	Data that, if revealed, would identify an informant who provided information about suspected illegal activities and is likely to subject the informant to physical reprisals by others.	Confidential	Minn. Stat. § 13.86	City Administrator, City Clerk, Chief of Police



Name of Record, File, Form or Data Type	Description	Data Classification	Citation for Classification	Employee Work Access
Law Enforcement Data	<p>Certain arrest data, request for service data, ad response or incident data are public data.</p> <p>Audio recordings of a 911 call to request service is private data on individuals, but written transcript of the audio recording is public, unless it reveals identity of an individual otherwise protected under Minn. Stat. § 13.82, subd. 17.</p> <p>Criminal investigative data created/collected by law enforcement to prepare a case against a person for commission of a crime or other offense for which the agency has primary investigative responsibility is confidential or protected nonpublic while investigation still active.</p> <p>Photos that are part of inactive investigation files that are clearly offensive to common sensibilities are private or nonpublic, provided that their existence shall be disclosed to any person requesting access to the inactive investigative file.</p> <p>Data on court records relating to name changes under Minn. Stat. § 289.10, subd. 2 which are held by a law enforcement agency are confidential data while an investigation is still active and private when inactive.</p> <p>Data in arrest warrant indices are confidential until defendant has been taken into custody, served with warrant, appears in court, except when law enforcement determines that public purpose is served by making information public.</p> <p>Data uniquely describing stolen, lost, confiscated or recovered property are classified as private or nonpublic, depending on content.</p>	Private/Confidential/ Public/Non Public	Minn. Stat §§ 13.82, 259.10, subd. 2	City Administrator, City Clerk, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
	<p>Financial records of a program paying informant rewards protected nonpublic/confidential data.</p> <p>Data on registered criminal offenders are private data.</p> <p>Data on missing children bulletins are public.</p> <p>Data reflecting thoughts/investigative techniques confidential/nonpublic, provided that information, reports, memoranda have been adopted as the final opinion or justification for a decision of a law enforcement agency are public.</p> <p>Booking photographs are public data.</p> <p>Data that could reveal identity of persons who are customers of a licensed pawnbroker or secondhand goods dealer are private data.</p> <p>Data describing property in a regulated transaction with a licensed pawnbroker or secondhand goods dealer are public</p>			
Orders for Protection and No Contact Orders	Data from orders for protection or no contact orders and data entered by law enforcement to assist in enforcement of those orders. Data about the offender can be shared with the victim for order enforcement.	Private	Minn. Stat. §§ 13.871, subd. 13; 299C.46, subd. 6	City Administrator, City Clerk, Chief of Police
Peace Officer Discipline Procedures	Investigative report made by a law enforcement agency in connection with a peace officer disciplinary matter; identifies of confidential informants in such matters; identities of witnesses expected to testify in disciplinary hearings.	Confidential/Private/Public	Minn. Stat. §§ 13.871, subd. 6(p); 626.89, subd. 6; and 13.43	City Administrator, City Clerk, Chief of Police
Peace Officer Records on Juveniles	Peace officers' records of children who are or may be delinquent or who may be engaged in criminal acts.	Private	Minn. Stat. §§ 13.875, subd. 3; 260B.171, subd. 5	City Administrator, City Clerk, Chief of Police

<b>Name of Record, File, Form or Data Type</b>	<b>Description</b>	<b>Data Classification</b>	<b>Citation for Classification</b>	<b>Employee Work Access</b>
Peace Officer Reports on Accidents	Collected by law enforcement as required for a report of an accident under Minn. Stat. § 169.09, subd. 8. Must be disclosed to, upon written request by, persons in accident or representing estate, surviving spouse, etc., or other person injured in person, property, or means of support, or who incurs other loss by virtue of accident.	Confidential	Minn. Stat. § 169.09, subd. 13	City Administrator, City Clerk, Chief of Police
Reports of Gunshot Wounds	Report made by a health professional regarding wound inflicted by perpetrator of crime using firearm or other dangerous weapon.	Confidential	Minn. Stat. §§ 13.871, subd. 6(a); 626.53	City Administrator, City Clerk, Chief of Police
Safe at Home Data	Identity and location data of Safe at Home Program participants not otherwise classified by law are private data.  Data on participant who submits a notice that they are certified part of address confidentiality program may not be shared with any other government entity or disseminated to any person unless 1) express consent from participant; 2) court order; 3) data subject to sharing pursuant to Minn. Stat. 5B.07, subd. 2.	Private	Minn. Stat. §§ 13.805; 5B.07, subd. 1	City Administrator, City Clerk, Chief of Police
Sexual Assault Crime Victims	Data identifying victim who is a minor, in records or reports relating to petitions, complaints or indictments made for criminal sexual conduct in the first – fourth degrees.	Private	Minn. Stat. §§ 13.871, subd. 3(e); 609.3471	City Administrator, City Clerk, Chief of Police
Undercover Buy Fund	Data in investigative files identifying witnesses, sources, or undercover investigators; information in a report at the close of an investigation regarding identity/location of witness.	Confidential/Private/ Public	Minn. Stat. §§ 13.6905, subd. 13; 299C.065, subd. 4	City Administrator, City Clerk, Chief of Police
Videotapes of Child Abuse Victims	Videos where child is alleging, explaining, denying, or describing physical or sexual abuse.	Private/Confidential	Minn. Stat. §§ 13.821; 611A.90	Chief of Police
Vulnerable Adult Report Records	Reports made (Minn. Stat. § 626.557) of possible maltreatment of vulnerable adults; identities of persons making such reports.	Private/Confidential	Minn. Stat. §§ 13.871, subd. 6(1); 626.557, subd. 12(b)	City Administrator, City Clerk, Chief of Police

## Exhibit B



### **Data Practices Policy for Data Subjects**

City of Isanti, Minnesota

## Section 1

### DATA ABOUT YOU

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

#### **Classification of Data about You**

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

1. **Public data:** We must give public data to anyone who asks; it does not matter who is asking for the data or why.

The following is an example of public data about you:

Names of government employees, if you are a government employee

2. **Private data:** We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who need the data to do their work, and as permitted by law or court order.

The following is an example of private data about you:

Your social security number.

3. **Confidential data:** Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

The following is an example of confidential data about you:

Your identity if you are the subject of an active criminal investigation.

#### **Your Rights under the Government Data Practices Act**

The City of Isanti must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

- **Access to Your Data**

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask this government entity not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. **Note:** Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

- **When We Collect Data from You**

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessee warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

- **Protecting your Data**

The Government Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe. In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you, conduct an investigation into the security breach, and prepare a report which you may obtain access, in accordance with the law.

- **When your Data are Inaccurate and/or Incomplete**

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

### How to Make a Request for Your Data

To look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, the City ~~generally~~ requires a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts in **Section 2**. You may make your request by filling out a form provided by the City (also attached to this Policy), and sending it by email, U.S. mail, or by hand-delivering it to the appropriate individual listed in Section 2-City.

Formatted: Font: Bold

Please be sure that your written data request is as clear and detailed as possible. If the City does not understand your request, the City may ask you for clarification. The City cannot begin processing your data request if you do not provide the requested clarification.

In addition, if your request is so broad that it yields voluminous data, the City may ask if there is more specific data you seek. The City may also ask whether you wish to inspect the data at City offices prior to making copies, or require a deposit for the actual cost of providing copies. (See **Section 3** for information on copy costs and payment.)

The City requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity located in **Section 4**. If you do not provide proof of that you are the data subject, we cannot respond to your request.

### How We Respond to a Data Request

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- We will ask you to confirm your identity as the data subject.
- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
  - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
  - provide copies of the data within 10 business days. You may choose to pick up your copies, or we will mail them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

**Please see Section 3, so that you understand how the City calculates costs for copies and your obligations regarding payment of copies. You will be responsible to pre-pay for the cost of copies prior to receipt of the copies. In addition, if a deposit is required as described in Section 1, *How to Make a Request for Your Data*, you must pay the deposit before the City will begin working on your request.**

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. ~~let us know.~~ We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. In addition, we are not required under the Government Data Practices Act to respond to questions that are not about your data requests for

government data, to respond to questions that are not specific requests for data.

- Following our response, if you do not make arrangements within 15 business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and we will consider your request closed.

**Formatted:** List Paragraph, Bulleted + Level: 1 +  
Aligned at: 0.75" + Indent at: 1"



**Section 2**  
**Data Practices Contacts**

**Responsible Authority**

Jaden Strand  
City Clerk  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [JStrand@cityofisanti.us](mailto:JStrand@cityofisanti.us)

**Data Practices Compliance Official**

Josi Wood  
City Administrator  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [JWood@Cityofisanti.us](mailto:JWood@Cityofisanti.us)

**Data Practices Designee(s)**

Jaden Strand  
City Clerk  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [JStrand@cityofisanti.us](mailto:JStrand@cityofisanti.us)

### **Section 3**

#### **Copy Costs and Payment – Data Subjects**

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3.

**Pre-payment is mandatory for all copy requests for which fees are charged. You must pay for the copies before we will give them to you. Additionally, if a data request will result in voluminous numbers of documents, the City may ask for a deposit prior to copying data. If the cost of providing the copies is less than the deposit amount, you will receive a refund of the unused deposit amount. If the cost of providing the copies exceeds the deposit amount, you are responsible for the remaining balance before the copies will be provided to you. You must pay the deposit amount before the City will begin working on your request.**

**The City will not require payment for copies if the cost of copies is less than \$5.00.**

#### **Actual cost**

When the subject of the data requests copies, the City may charge for the actual costs of making, certifying and compiling the copies.

In determining the actual cost of making copies, the City considers factors including but not limited to:

- Staff time to:
  - make, certify and compile copies;
  - sort and label documents only if necessary to identify the data to be copied;
  - remove staples or paper clips;
- Materials (paper, copier ink, staples, magnetic tapes, CD's or DVD's, thumb drives, etc.);
- Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data;
- Mailing costs; and/or
- Costs to pay an outside vendor (including transportation to and from the vendor) if your request is for copies of data that we cannot reproduce

#### Section 4 Standards for Verifying Identity

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
  - a state driver's license
  - a military ID
  - a passport
  - a Minnesota ID
  - a Minnesota tribal ID
  - the foreign equivalent of any of the above
- A **minor individual** must provide a valid photo ID, such as
  - a state driver's license
  - a military ID
  - a passport
  - a Minnesota ID
  - a Minnesota Tribal ID
  - a Minnesota school ID
  - the foreign equivalent of any of the above
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
  - a certified copy of the minor's birth certificate *or*
  - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
    - ❖ a court order relating to divorce, separation, custody, foster care
    - ❖ a foster care contract
    - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
  - court order(s)
  - valid power of attorney

*Note: Individuals who do not exercise their data practices rights in person must provide either notarized or certified copies of the documents that are required or an affidavit of ID.*

# Exhibit C



## **Data Practices Policy for Members of the Public**

City of Isanti, Minnesota

## **Section 1**

### **Right to Access Public Data**

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that the City of Isanti must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

### **How to Make a Data Request**

To look at data or request copies of data that the City keeps, the City **generally** requires a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts **in Section 2 on page 4**. You may make your request for data by filling out a form provided by the City (also attached to this Policy) and sending it by email, U.S. mail, or by hand-delivering it to **appropriate individual in Section 2 the City**.

Please be sure that your written data request is as clear and detailed as possible. If the City does not understand your request, the City may ask you for clarification. The City cannot begin processing your data request if you do not provide the requested clarification.

In addition, if your request is so broad that it yields voluminous data, the City may ask if there is more specific data you seek. The City may also ask whether you wish to inspect the data at City offices prior to making copies, or require a deposit for actual costs of providing the copies. (See **Section 3** for information on copy costs and payment.)

The City cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to process your request.

### **How We Respond to a Data Request**

Upon receiving your request, the City will work to process it.

- If we do not have the data, we will notify you in writing as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public or cannot be disclosed.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
  - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or email them to you if possible. If you want us to send the copies through the mail, you will need to provide us with an address or email address. We may provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.
- Response time may be impacted by the size and/or complexity of your request, and also by the number of requests you make in a given time period.
- Following our response, if you do not make arrangements within 15 business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed.

Please see **Section 3**, so that you understand how the City calculates costs for copies and your

# Exhibit C

obligations regarding payment of copies. You will be responsible to pre-pay for the cost of copies

**prior to receipt of the copies. In addition, if a deposit is required as described in Section 1, *How to Make a Data Request*, you must pay the deposit before the City will begin working on your data request.**

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.

In addition, the Government Data Practices Act does not require us to answer questions that are not about your data requests, or requests for government data.~~that are not requests for data.~~

### **Requests for Summary Data**

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pre-pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on page 6 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

**Section 2**  
**Data Practices Contacts**

**Responsible Authority**

Jaden Strand  
City Clerk  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [JStrand@cityofisanti.us](mailto:JStrand@cityofisanti.us)

**Data Practices Compliance Official**

Josi Wood  
City Administrator  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [JWood@cityofisanti.us](mailto:JWood@cityofisanti.us)

**Data Practices Designee(s)**

Jaden Strand  
City Clerk  
City of Isanti  
110 1<sup>st</sup> Avenue NW PO Box 428  
Isanti, MN 55040  
P: (763) 444-5512  
F: (763) 444-5560  
E: [JStrand@cityofisanti.us](mailto:JStrand@cityofisanti.us)



## **Section 3**

### **Copy Costs and Payment – Members of the Public**

The City of Isanti charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

**Pre-payment is mandatory for all copy requests for which fees are charged. Additionally, if a data request will result in voluminous numbers of documents, the City may ask for a deposit prior to copying data. If the cost of providing the copies is less than the deposit amount, you will receive a refund of the unused deposit amount. If the cost of providing the copies exceeds the deposit amount, you are responsible for the remaining balance before the copies will be provided to you. You must pay the deposit amount before the City will begin working on your request.**

**The City will not require payment for copies if the cost of copies is less than \$5.00.**

#### **For 100 or Fewer Paper Copies – 25 Cents Per Page**

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

#### **For 100 or More Paper Copies, or Most Other Types of Copies – Actual Cost**

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies, or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, the City considers factors including but not limited to:

- Staff time to:
  - retrieve documents (except when the subject of the data is making the request);
  - make, certify and compile copies;
  - sort and label documents only if necessary to identify the data to be copied;
  - remove staples or paper clips;
  - **Please note:** the cost of employee time to search for data, retrieve data, and make copies should generally not exceed those of the lowest-paid employee who can complete the task performed. However, if, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage;
- Materials (paper, copier ink, staples, magnetic tapes, CD's or DVD's, thumb drives, etc.);
- Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data;
- Mailing costs; and/or
- Costs to pay an outside vendor (including transportation to and from the vendor) if your request is for copies of data that we cannot reproduce ourselves, such as photographs.

## RESOLUTION 2022-xxx

### APPROVING AN AMENDMENT TO THE DEVELOPMENT AND SUBSIDY AGREEMENT FOR ROCKSTAD AND CO RELICS AND WARES DATED OCTOBER 5, 2021

**WHEREAS**, the City of Isanti owns property for the public purpose of creating quality jobs and increasing the City's tax base; and,

**WHEREAS**, the City of Isanti entered into a Development and Subsidy Agreement for Rockstad and CO Relics and Wares regarding the sale of the property located at PID 16.047.0120; and,

**WHEREAS**, the City of Isanti has received a notification from Rockstad and CO Relics and Wares of a requested name change to Rockstad and CO LLC as the purchaser; and,

**WHEREAS**, the Development and Subsidy Agreement for Rockstad and CO Relics and Wares signed and dated the 5th of October, 2021 should be formally amended as the Development and Subsidy Agreement for Rockstad and CO LLC; and

**WHEREAS**, any mention of Rockstad and CO Relics and Wares as mentioned in the aforementioned Development and Subsidy Agreement and any other supporting documents related to the sale of PID16.047.0120 should be amended to Rockstad and CO LLC.

**WHEREAS**, the City Administrator has authority to sign documents on behalf of the City of Isanti; and,

**NOW, THEREFORE, BE IT RESOLVED** by the City of Isanti, Minnesota the Amended Development Agreement for Rockstad and CO LLC is approved.

This resolution was duly approved by City of Isanti this 18th of January, 2022.

**Attest:**

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk

## **CITY OF ISANTI**

### **DEVELOPMENT AND SUBSIDY AGREEMENT FOR ROCKSTAD AND CO. LLC.**

This Agreement (hereinafter the “Agreement”) is dated as of this 5th day of October, 2021 and is by and between the **City of Isanti**, a Minnesota municipal corporation (the “**City**”) and **Rockstad and CO LLC**, a company under the laws of Minnesota (the “**Developer**”).

1. Subject Property. Developer is, or will be, the owner of the Subject Property legally described as Lot 6, Block 3, Lindbergs Addition, County of Isanti, State of Minnesota, PID Number 16.047.0120, located at 102 Dahlin Ave N.E., Isanti, MN 55040. Sale of the Subject Property by the City to Developer at a price below market value is the subsidy contemplated by this Agreement.
2. Conditions of Approval. The City has approved development of the Subject Property, as subsidized by the City, subject to satisfaction of the following conditions:
  - a. The Developer’s Execution of this Agreement. That the Developer enter into this Agreement.
  - b. Marketable Title. That the Developer obtain, and retain, title to the Subject Property.
  - c. Proof of Authority. That the Developer provide proof that the respective governing boards of the Developer have authorized the Developer’s execution of this Agreement. This proof of authority may be satisfied by providing the City with a certified copy of the minutes of the governing board of each entity which grants such authority.
  - d. Site Plan. That Developer’s site plans, as required by the Isanti City Code, be completed by Developer and reviewed and approved by the City.

3. The Plans. The term “Plans” as used in this Agreement means the Site Plans prepared by Developer. The Plans are subject to: (a) Planning Commission review; (b) approval of the City Council; and (c) such further revisions as the Developer may propose and the City approves. The Plans shall not be attached to this Agreement but are in the City’s files.
4. Required Private Improvements. The private improvements the Developer will construct or install are as follows:
  - a. Sanitary sewer
  - b. Water
  - c. Storm drainage facilities
  - d. Stormwater maintenance
  - e. Parking lot
  - f. Concrete curb and gutter
  - g. Lot grading
  - h. Landscaping
5. Payment of Development Fees. Developer shall, contemporaneously with execution of this Agreement, deposit with the City an escrow of \$5,000 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. Any funds remaining in the escrow account(s) after the completion of the Development shall be refunded to the Developer. In the event the escrow account balance is reduced to \$1,000 or less, the Developer shall post additional sums of money to replenish the account to a maximum of \$2,000 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer’s escrow account. Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees are collected at time of building permit
6. Developer Defaults. If the Developer defaults in the performance of one or more of the Developer’s obligations under this Contract, i) the City gives the Developer 30 days written notice of the default and ii) the Developer fails to cure the default within said 30 days, then the City may pursue any and all remedies available at law or in equity including, but not limited to, the following:
  - a. The City may, at its option, perform or engage one or more third parties to perform the Developer’s obligations. If, in the reasonable judgment of the City’s staff, the Developer’s default creates an immediate risk to public health or safety, the City may perform or engage one or more third parties to perform the work before the City provides the notice described in the initial paragraph of this Section, but the City must use commercially reasonable efforts to notify the Developer as promptly as possible that the City is undertaking to perform the Developer’s obligation or obligations. If the City performs one or more obligations of the Developer, the Developer

must reimburse the City for any costs or expenses the City incurs, including costs and expenses for City staff time, to perform the work within 30 days after the City notifies the Developer, in writing, of the costs and expenses the City incurred to perform the work. If the Developer does not reimburse the City within said 30-day period, the City may pursue any remedies available to the City either at law or in equity or, in the alternative, the City may draw on the financial guaranty the Developer has provided to the City pursuant to this Agreement to reimburse itself for the expenses the City incurs to perform the work. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court Order for permission to enter the Developer Property. As an alternative to seeking recovery from the Developer the financial guaranty, the City may levy special assessments against the Developer Property in accordance with Minnesota Statutes Section 429, and the Developer, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the Developer may have, to such special assessments;

- b. The City may commence an action in Isanti County District Court to pursue any remedy available to the City at law or in equity including, but not limited to, injunctive relief;
- c. The City may refuse to grant building permits for improvements to be constructed on the Subject Property until the Developer has cured all of its defaults; and
- d. The City may draw upon all or any portion of the financial guaranty the Developer has provided to the City and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the City pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the City obtains against the Developer pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the City pursuant to Section 11 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this paragraph.

7. Business Subsidy. As a condition of developing the Subject Property, Developer and City agree to the following terms:

- a. Subsidy. Developer acknowledges and agrees that it received a business subsidy from the City in the form of a reduced purchase price for the Subject Property. Pursuant to the County Assessor, the Subject Property is valued at \$18,900. The City sold the Subject Property to Developer for \$1. The value of the subsidy is the difference between the appraisal value and the purchase price.

- b. Public Purpose. The public purposes for granting the subsidy are to create jobs within the City of Isanti and to increase the City's tax base.
- c. Subsidy Goals. Developer shall create a minimum of one full-time, and 2 part-time, jobs within five years of the date of this Agreement. All jobs shall meet or exceed State minimum wage requirements. Developer shall continue to meet or exceed said employment goals for at least five years after the date of this Agreement. In the event these requirements are not met, Developer shall pay the City the amount of the subsidy in a single lump sum payment or as otherwise agreed to in writing by the parties.
- d. Statement of Need. Developer represents that without the business subsidy contemplated by this Agreement, Developer would not relocate its existing business to the City.
- e. Reporting. Developer shall provide reports to the City as required by Minnesota Statutes section 116J.994, subdivision 7, on forms provided by the City.

8. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the City or the Developer shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the City Council. The City's or the Developer's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The Developer represents to the City that the Plat complies with all City, County, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the site plan does not comply, the City may, at its option, refuse to allow any construction or development work on the Subject Property until the Developer does comply. Upon the City's demand Developer shall cease work until there is compliance.
- d. Mailbox Locations. If the Developer desires to construct a mailbox within the public right of way, the Developer agrees that the placement of a mailbox along public streets is subject to the approval by the Postmaster. Utility locates will be necessary.

- e. Boulevard and Wetland Restoration. The Developer shall be responsible for the cost of establishing seed in all boulevards within 30 days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The Developer shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
- f. Construction, Hours and Entrance Signs. The City restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 9:00 p.m., weekends and holidays, 8:00 a.m. to 8:00 p.m. The Developer is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed 80 square feet in size and must be clearly visible at all times during the construction period.
- g. Construction Site Maintenance. The Developer shall adhere to all of the City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The City reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I, Stage II, and Required Private Improvements, unless qualified as fixed amounts, are estimated. The Developer agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. Not applicable.
- j. Reimbursement to the City. The Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the City Building Official, which authorizes the structure to be used for its intended purposes.
- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

To Developer:  
Amy Rockstad  
22215 Cedar Drive NW  
Oak Grove MN 55011

To The City:  
Josi Wood  
City Administrator  
City of Isanti  
110 1<sup>st</sup> Ave. N.W.  
Isanti, MN 55040

*[The remainder of this page is intentionally left blank.]*



The Developer:

Rockstad and CO LLCs.

By: \_\_\_\_\_

Its: Amy Rockstad, \_\_\_\_\_

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Amy Rockstad, \_\_\_\_\_ of Rockstad and CO LLCs., a company under the  
laws of the State of Minnesota on behalf of the corporation.

\_\_\_\_\_  
Notary Public

The City:

City OF ISANTI

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Clerk

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF ISANTI                                 )

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Jeff Johnson and Jaden Strand, the Mayor and the City Clerk of the City of Isanti, a municipal corporation organized under the laws of the State of Minnesota on behalf of the City.

\_\_\_\_\_  
Notary Public

**This document drafted by:**  
Ratwik, Roszak & Maloney, P.A  
730 Second Ave. S., Suite 300  
Minneapolis, MN 55402

**EXHIBIT A**

**Fees Payable to the City**

## RESOLUTION 2022-XXX

### APPROVING STAFF TO SUBMIT APPLICATIONS FOR GRANTS PERTAINING TO COMMUNITY DEVELOPMENT

**WHEREAS**, City staff is continually notified of eligible grant opportunities; and,

**WHEREAS**, the City of Isanti has been awarded grants for Community Development including Economic Development projects in the past; and,

**WHEREAS**, each year there are grants available specific to the types of activities conducted by the Community Development Department through organizations like DEED, EDAM, East Central Regional Development Commission, MN DNR, MNDOT, MN Economic Development Foundation and other organizations; and,

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

**WHEREAS**, if awarded funding through grant opportunities as outlined in this resolution, funds would be accepted through City Council and distributed through the EDA or the City; and,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota, to hereby approve City staff to apply for grant opportunities that pertain to Community Development on a continual basis as needed.

This Resolution hereby approved by the Isanti City Council this 18<sup>th</sup> day of January 2022.

Attest:

---

Mayor Jeff Johnson

---

Jaden Strand  
City Clerk



## Request for City Council Action

**To:** Mayor Johnson and Members of City Council  
**From:** Katie Grotte Human Resources  
**Date:** January 18, 2022  
**Subject:** Annual Administrator Review Summary

---

“The Council reviewed the performance of City Administrator Josi Wood at its December 21, 2021, meeting. The Council commented positively on Ms. Wood’s leadership and communication skills, staff relationships, ability to handle adversity and her success with a long list of projects this past year. The Council appreciates Ms. Wood’s hard work and dedication to the City.”

-Statement prepared by City Attorney Joseph Langel

**AUTHORIZING THE APPLICATION TO ENTER INTO AN AGREEMENT WITH THE MINNESOTA OFFICE OF TRAFFIC SAFETY GRANT FOR SAFE AND SOBER HIGH VISIBILITY ENFORCEMENT**

**WHEREAS**, the Minnesota Office of Traffic Safety offers an enhanced traffic enforcement grant to promote roadway and driver safety awareness and education, and;

**WHEREAS**, the Isanti Police Department has participated in this grant for ten plus years and is partnering with Cambridge PD, Braham PD and the Isanti County Sheriff's Office to provide high visibility enforcement, and;

**WHEREAS**, receives compensation for officer's wages and benefits for hours worked;

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

1. Be it resolved that the Isanti Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for Traffic Safety Enforcement project during the period from October 1, 2021 through September 30, 2022.
2. That the Chief of Police or designee is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Isanti and Isanti Police Department; and the fiscal agent of the grant will be the City of Isanti.

This resolution was duly adopted by the Isanti City Council this 18th day of January 2022.

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk



## MEMO for Council Action

**To:** Mayor Johnson and Members of the City Council  
**From:** Stephanie Hillesheim, Community Development Director  
**Date:** January 18, 2021  
**Subject:** Approve Resolution to Amend the Business Subsidy Criteria

---

The Business Subsidy Criteria outlines the City's ability to grant business subsidies as governed by the limitations established in Minnesota Statutes 116J.993 through 116J.995 (the "Statutes"). Some of the criteria established in the most recent version of the agreement was outdated or incongruent with our current strategies. City staff reviewed the criteria and updated according to current State and City standards.

The Economic Development Authority held a public hearing allowing public comment on changes to the criteria on January 4, 2022. The EDA has made a recommendation to the Council to follow through with the following proposed actions. The finalized version of the Business Subsidy Criteria is attached for reference.

**Proposed Action(s):**

Accept the amendments to the criteria as proposed and approve Resolution 2022 -XXX  
 APPROVING AMENDMENTS TO THE BUSINESS SUBSIDY CRITERIA.

**Attachments:**

- Resolution 2022 – XXX
- Business Subsidy Criteria

**RESOLUTION 2022-xxx**

**APPROVING AMENDMENTS TO THE BUSINESS SUBSIDY CRITERIA**

**WHEREAS**, Pursuant to Minnesota Statutes, sections 116J.993 to 116J.995 (the "Act"), governmental subdivisions that grant business subsidies, as defined in the Act, are required prior to granting any such business subsidies to adopt business subsidy criteria; and,

**WHEREAS**, Economic Development Authority held a public hearing to consider the proposed modifications to the business subsidy criteria on January 4, 2022; and,

**WHEREAS**, the proposed amendments have been evaluated to be in the best interest of the City and satisfy state statutes;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Isanti, Minnesota that hereby approves the Business Criteria as presented at the January 18, 2022 meeting.

This resolution was duly approved by the Isanti City Council this 18th of January, 2022.

**Attest:**

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk





# Business Subsidy Criteria

## **1 PURPOSE AND AUTHORITY**

- 1.1 The purpose of this document is to establish the criteria for the City of Isanti, Minnesota (the “Grantor”) for granting of business subsidies for private development. These criteria shall be used as a guide in the processing and reviewing of applications requesting business subsidies.
- 1.2 The City's ability to grant business subsidies is governed by the limitations established in Minnesota Statutes 116J.993 through 116J.995 (the “Statutes”).
- 1.3 Unless specifically excluded by the Statutes, business subsidies include grants by state or local government agencies, contributions of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient of the subsidy, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business.
- 1.4 These criteria are to be used in conjunction with other relevant policies of the Grantor.
- 1.5 The City may deviate from these criteria by documenting in writing the reason(s) for the deviation. The documentation shall be submitted to the Department of Employment and Economic Development with the next annual report.
- 1.6 The Grantor may amend this document at any time. Amendments to these criteria are subject to public hearing requirements contained in the Statutes. The Grantor may waive provisions of these criteria without holding a public hearing.
- 1.7 Any applicant who is not in good standing with the City, in regards to any licenses, fees, property taxes, or other specific City charges, will not be considered for business subsidies.

## **2 PUBLIC PURPOSE REQUIREMENT**

- 2.1 All business subsidies must meet a public purpose.
- 2.2 The creation or retention of jobs may be, but is not required to be, a public purpose for granting a subsidy. The determination that jobs are not a public purpose for the subsidy and that the related wage and job goals are zero shall be made following a public hearing.



## City of Isanti, Minnesota Business Subsidy Criteria

- 2.3 Job retention may only be used as a public purpose in cases where job loss is specific and demonstrable. The City shall document the information used to determine the nature of the job loss.
- 2.4 The creation of tax base shall not be the sole public purpose of a subsidy.
- 2.5 The wage floor for wages to be paid for the jobs created shall be as required by state and/or federal law for Industrial businesses. The City will seek to create jobs with higher wages as appropriate for the overall public purpose of the subsidy.
- 2.6 The purposes, priorities, goals and objectives in providing a business subsidy to assist private development under this policy, include but are not limited to, achieving the following:
- a) To redevelop blighted or under-utilized areas of the City.
  - b) To create additional job opportunities within the City.
  - c) To retain local jobs in the City, where job loss is specific and demonstrable.
  - d) To enhance the economic diversity of the City and to provide essential products and services within the City.
  - e) To enhance economic growth and opportunity in the City.
  - f) To increase the City's tax base.
  - g) To create opportunities for affordable and workforce housing and/or a diversification of housing stock available within the City.
  - h) To target assistance to businesses that demonstrate a clear and ongoing commitment to the community.
- 2.7 Because projects vary greatly in structure and public benefit derived, each project will be considered on its own merits. Subject to clause (e) below, consideration will be given to projects providing public benefits in one or more of the following categories:
- i. Redevelopment projects that result in the stabilization of business districts or neighborhoods by elimination of blighting conditions.
  - ii. Projects that result in the development of affordable senior or workforce housing.
  - iii. Quality of Life based on business/projects. Those business/entities that provide a desirable good or service and address an unmet demand in the community will be considered. New job wage requirements will apply to any new jobs created.

### **3 BUSINESS SUBSIDY APPROVAL CRITERIA**

- 3.1 The City reserves the right to approve or reject projects on a case-by-case basis, taking into consideration established policies, project criteria, and demand on City services in relation to the potential benefits from the project. Meeting all or any portion of the policy criteria contained herein does not mean or guarantee the award of business assistance by the City to any project. Approval or denial of one project is also not intended to set precedent for approval or denial of another project. The City reserves the right, in its sole judgment and discretion, to approve or deny business assistance to a project based on the merits of the project and the overall benefit of the project to the community, using this policy and the criteria contained herein as the means of measuring overall benefit.
- 3.2 A business must submit a written request/application to the City for a Business Subsidy or other financial assistance with the required fee (if applicable). The business must submit all information as found in the Business Subsidy Application for any request for financial assistance from the City. The City of Isanti may request additional financial information as the deemed appropriate or necessary in its discretion to analyze and process the application.
- 3.3 To be eligible to receive a business subsidy, the recipient must meet the following minimum requirements:
  - a) The subsidy must achieve a public purpose.
  - b) The project must comply with local plans and ordinances.
  - c) The recipient shall provide information demonstrating that granting the subsidy is necessary for the proposed development to occur.
  - d) The recipient must enter into an agreement pursuant to these criteria and the Statutes.
- 3.4 The business subsidy shall be provided within applicable state legislative restrictions, debt limit guidelines, and other appropriate financial requirements and policies.
- 3.5 The project must be in accord with the Comprehensive Plan and Zoning Ordinances, or required changes to the plan and Ordinances must be under active consideration by the City at the time of approval.
- 3.6 Business subsidies will not be provided to projects that have the financial feasibility to proceed without the benefit of the subsidy. In effect, business subsidies will not be provided solely to broaden a developer's profit margins on a project. Prior to consideration of a business subsidy request, the Grantor may undertake an independent underwriting of the project to help ensure that the request for assistance is valid.
- 3.7 Prior to approval of a business subsidy, the developer may be asked to provide any required market and financial feasibility studies, appraisals, soil boring, information provided to private lenders for the project, and other information or data that the Grantor or its financial consultants may require in order to proceed with an independent underwriting.



- 3.8 Any developer requesting a business subsidy should be able to demonstrate past successful general development capability as well as specific capability in the type and size of development proposed.
- 3.9 A recipient of a business subsidy must enter into a subsidy agreement with the Grantor as described in Section 4.
- 3.10 A recipient of a business subsidy must make a commitment to continue operations within the City for at least five years after the benefit date.
- 3.11 Any business subsidy will be at the lowest possible level and for the least amount of time necessary, after the recipient maximizes the use of private debt and equity financing first.
- 3.12 A Business Subsidy of \$150,000 or more requires a public hearing with at least a 10-day notice in the official City newspaper. A public hearing for another purpose such as tax increment financing or abatement may be combined with the Business Subsidy hearing. A copy of the draft Business Subsidy agreement must be on file with the City.

#### **4 SUBSIDY AGREEMENT**

- 4.1 In granting a business subsidy, the Grantor shall enter into a subsidy agreement with the recipient that provides the information, wage and job goals, commitments to provide necessary reporting data and recourse for failure to meet goals required by the Statutes.
- 4.2 The subsidy agreement may be incorporated into a broader development agreement for a project.
- 4.3 The subsidy agreement will describe the requirements for the recipient to provide the reporting information required by the Statutes.
- 4.4 In all cases of business subsidy, where the subsidy is equal to or greater than the threshold prescribed in Minnesota Statutes, a subsidy agreement will be entered into between the City and the recipient. This agreement will comply with the requirements of Minn. Stat. § 116J.994, and delineate, among other required provisions, the subsidy structure and amount, as well as the expected public benefit. The agreement will include provisions for repayment and other resolution options if the expected public benefit is not achieved. Upon completion of the project, the actual costs of the elements of the project eligible for the business subsidy will be verified. All business subsidies will be subject to the criteria outlined in Minnesota Statutes, Sections 116J.933 through Section 116J.955, except those subsidies as exempted by the same.



## **City of Isanti, Minnesota Business Subsidy Criteria**

- a) Business Subsidies in the form of grants must be structured as forgivable loans. For other types of Business Subsidies, the agreement must state the fair market value of the subsidy to the recipient, including the value of conveying property at less than a fair market price, or other in-kind benefits to the recipient.
- 4.5 The City shall monitor the progress by the recipient in achieving the goals contained in the business subsidy agreement, and the recipient shall cooperate in all respects in meeting the reporting requirements contained in Minn. Stat. § 116J.994.



## Memo for Council Action

**To:** Mayor Johnson and Members of the City Council  
**From:** Finance Director Betker  
**Date:** January 18<sup>th</sup> 2022  
**Subject:** Resolution Approving 2021 Audit Engagement Letter

---

**Background:**

Resolution 2021-181 designated Abdo as the City's audit firm for 2021. The attached audit engagement letter documents and confirms the auditor's acceptance of the appointment, the objective and scope of the audit, the extent of the auditor's responsibilities to the client and the form of any reports.

Finance Director Betker has reviewed the engagement letter and is recommending acceptance.

**Request:**

Consider resolution approving engagement letter for 2021 audit.

**Attachment(s):**

- Resolution 2022-XXX – Approving the Engagement Letter for the 2021 Audit
- 2021 Audit Engagement Letter

## RESOLUTION 2022-XXX

### APPROVING THE ENGAGEMENT LETTER FOR THE 2021 AUDIT

**WHEREAS**, MN State Statutes require the City of Isanti to employ a certified public accounting firm to audit, examine and report upon the books and records of the accounts of the City; and,

**WHEREAS**, the City of Isanti, through Resolution 2021-181, designated the public accounting firm of Abdo for their auditors for 2021;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to hereby approve the Engagement Letter for the 2021 Audit in the amount of \$31,375, with funding as follows:

- |    |       |  |
|----|-------|--|
| 1. | 50.0% | 101-41500-301 Financial Administration |
| 2. | 12.5% | 601-49400-301 Water Utility            |
| 3. | 12.5% | 602-49450-301 Sanitary Sewer Utility   |
| 4. | 12.5% | 603-49500-301 Storm Water Utility      |
| 5. | 12.5% | 609-49750-301 Liquor Store             |

This Resolution is hereby approved by the Isanti City Council this 18<sup>th</sup> day of January 2022.

Attest:

\_\_\_\_\_  
Mayor Jeff Johnson

\_\_\_\_\_  
Jaden Strand  
City Clerk

## INFORMATION REGARDING SAS 134

---

At Abdo, we are committed to a culture of clear and open communication to ensure you as a client understand our process and how it may change when new standards are implemented. With this in mind, we wanted to draw your attention to the new Statement on Auditing Standards (SAS) 134 as released by the AICPA's Auditing Standards Board (ASB) earlier in the year.

Under SAS 134, the format of our Independent Auditor's Report has undergone some updates to its structure and language. The revised reporting model is intended to enhance the communicative value and relevance of the auditor's report to the users of the audited financial statements. It does this by:

- Providing more transparency into the audit and the related auditor's report,
- Satisfying the user's need for more information by addressing the auditor's responsibility, and
- Providing new guidance for the form and content of the auditor's report.

The standard requires Abdo to present the Opinion section first in the Independent Auditor's Report, followed by the Basis for Opinion section. These changes will more clearly articulate management's responsibilities for the financial statements and the auditor's responsibilities for the audit.

The process of our audit will not change, but we felt it was important to inform you of these new standards and the changes you may see to the Auditor's Report as a result.

If you have any questions regarding SAS 134 or the changes that will be taking place, please reach out to your audit team and we'll be happy to discuss with you in more detail.

As always, we appreciate the opportunity to work with you and your organization.

Sincerely,



**Abdo**

### *Edina Office*

5201 Eden Avenue, Ste 250  
Edina, MN 55436  
**P** 952.835.9090  
**F** 952.835.3261

### *Mankato Office*

100 Warren Street, Ste 600  
Mankato, MN 56001  
**P** 507.625.2727  
**F** 507.388.9139





January 12, 2022

Management, Honorable Mayor and City Council  
City of Isanti  
Isanti, Minnesota

We are pleased to confirm our understanding of the services we are to provide the City of Isanti (the City) for the year ended December 31, 2021.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the disclosures (collectively the “financial statements”) as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Schedule of Funding Progress and Employer’s Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor’s report on the financial statements:

- 1) Combining and Individual Fund Financial Statements and Schedules
- 2) Summary Financial Report - Revenues and Expenditures for General Operations - Governmental Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section

#### *Edina Office*

5201 Eden Avenue, Ste 250  
Edina, MN 55436  
P 952.835.9090  
F 952.835.3261

#### *Mankato Office*

100 Warren Street, Ste 600  
Mankato, MN 56001  
P 507.625.2727  
F 507.388.9139

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented in all material respects, in conformity with accounting principles generally accepted in the United States of America (and to report on the fairness of supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of the audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of certain assets, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.



We have identified the following significant risk(s) of material misstatement as part of our audit planning, however, it should be noted that our planning procedures are not concluded and therefore additions or modifications may be made to the below significant risks:

- Management Override of Controls
- Improper Revenue Recognition

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



## Other Services

We will prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. We will also use the financial statements to complete the Office of the State Auditors' Reporting Forms. We will also enter the current year capital asset transactions into our software based on information you provide. We will also assist with entries to convert from the modified accrual basis of accounting to the full accrual basis of accounting for long-term assets, long-term liabilities, and related deferred inflows of resources, deferred outflows of resources, revenues and expenses from information provided by management. We will also assist with year end accrual entries from information provided by management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.



With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Abdo, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

With regard to publishing the financial statements on your website, management understands that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You are responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. You are also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide referenced in the Other Services paragraph above. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the results of the services, the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide electronic copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Abdo and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.



We expect to begin our audit in February, 2022, and to issue our reports no later than June 30, 2022. Steven R. McDonald, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as follows:

Audit	\$ 28,000
2021 Office of the State Auditor's Reporting Form	800
2021 TIF Reporting Forms	1,575
GASB 75 Implementation	<u>1,000</u>
Total	<u>\$ 31,375</u>
American Rescue Plan Act Compliance Testing (if applicable)	\$ 1,000

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.

You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of .66 percent per month (8 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

Should the City of Isanti desire to employ the Firm's partner(s) or employee(s) involved in the performance of any audit, review or attest service for or relating to the City at any time during the then current fiscal year of the City up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year, it must have the written consent of the Firm to enter into an employment contract with the Firm partner or employee. Should the Firm agree to such arrangement, the agreement will include a payment equal to 200% of the partner or employee's current annual salary.





Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. The City shall not, during the term of this agreement and for the twelve months following its termination for any reason, without the prior written consent of the Firm, solicit for employment, or hire any current or former partner or professional employee of the Firm, or any affiliate thereof, if such partner or professional employee has been involved in the performance of any audit, review, or attest service for or relating to the City at any time during the then current fiscal year of the City up to and including the date of the audit report for that year, or in the twelve months preceding the audit report date for the immediately preceding year.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We have the right to withdraw from this engagement, at our discretion, if you do not provide us with any information we request in a timely manner; refuse to cooperate with our reasonable requests or misrepresent any facts; we have reason to believe you may have engaged, or may be planning to engage, in conduct that is unethical and/or unlawful; you engage in conduct directed toward or affecting firm personnel that is disrespectful, inappropriate, and/or potentially unlawful; or we determine that continuing the engagement is not in the best interests of the firm or threatens legal or reputational harm to the firm. In the event of withdrawal under any of these circumstances, such withdrawal will release us from any obligation to complete your report and will constitute completion of our engagement.

## Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Management, Honorable Mayor and City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reasons, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 Peer Review Report accompanies this letter.



We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Sincerely,



**Abdo**

**RESPONSE:**

This letter correctly sets forth the understanding of the **City of Isanti**.

By: \_\_\_\_\_

Title: \_\_\_\_\_







## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 10, 2020

To the Partners of  
Abdo, Eick and Meyers, LLP  
and the Peer Review Committee of the Nevada Society  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, Eick and Meyers, LLP (the firm) in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, Eick and Meyers, LLP in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, Eick and Meyers, LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Brady Martz". The signature is written in a cursive, flowing style.

Brady Martz and Associates, P.C.

## RESOLUTION 2022-XXX

### APPROVING THE SIDEWALK EASEMENT AGREEMENT WITH THE VILLAGES ON THE RUM ASSOCIATION

**WHEREAS**, there was no easement over the sidewalk on the west side of Whiskey Road in the Villages on the Rum Association to allow for snow removal; and,

**WHEREAS**, the sidewalk is heavily used by kids to and from school; and,

**WHEREAS**, the Sidewalk Easement Agreement is for snow removal purposes only per the Snow Plowing Policy; and,

**WHEREAS**, the easement is for the sidewalk from Isanti Parkway extending south to the bike path along the west side of Whiskey Road; and

**WHEREAS**, there would be no term to the agreement and can be terminated by either party with thirty (30) days written notice; and,

**WHEREAS**, to allow the City Administrator the authority to sign such agreement;

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota** to approve a Sidewalk Easement Agreement with the Villages on the Rum Association for snow removal purposes per the Snow Plowing Policy.

This resolution was duly adopted by the Isanti City Council this 18<sup>th</sup> day of January 2022

---

Mayor Jeff Johnson

Attest:

---

Jaden Strand  
City Clerk

### **SIDEWALK EASEMENT AGREEMENT**

This Sidewalk Easement Agreement (the "Agreement") is made this 24<sup>th</sup> day of December, 2021 (the "Effective Date"), by Villages on the Rum I Owners' Association, a Minnesota non-profit corporation ("Villages I"), Villages on the Rum IV Owners' Association, a Minnesota non-profit corporation ("Villages IV"), and the City of Isanti, a Minnesota municipality organized under the laws of the State of Minnesota ("Isanti") (collectively the "Parties").

**WHEREAS**, Villages I is subject to a certain Declaration of Common Interest Community Number 5, a Planned Community, Villages on the Rum I dated October 14, 2002 and filed in the Anoka County Recorder's office as Document Number 305236, as the same has been amended from time to time (the "Villages I Declaration"); and

**WHEREAS**, Villages IV is subject to a certain Declaration of Common Interest Community Number 5, a Planned Community, Villages on the Rum dated August 11, 2004 and filed in the Anoka County Recorder's office as Document Number 339672, as the same has been amended from time to time (the "Villages IV Declaration"); and

**WHEREAS**, under the Villages I Declaration and Villages IV Declaration, Villages I and Villages IV are responsible for the maintenance of the real property located in Isanti County with the legal description of Lot 41, Block 4, Villages on the Rum, Isanti County, Minnesota (the "Northern Parcel"); and

**WHEREAS**, under the Villages I Declaration, Villages I is responsible for the maintenance of the real property located in Isanti County with the legal description of Lot 99, Block 3, Villages on the Rum, Isanti County, Minnesota (the "Southern Parcel"); and

**WHEREAS**, the there is a sidewalk that runs north and south along the eastern most section of the Northern Parcel and the Southern Parcel, parallel to Whiskey Road as shown in Exhibit A attached hereto (the "Sidewalk"); and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Maintenance Easement. Villages I and Village IV, on behalf of themselves and their respective successors and assigns, hereby grant Isanti an easement over the Sidewalk for the exclusive purpose of snow removal pursuant to the Isanti Snow Plow Policy.

A. Any snow removal on the Sidewalk outside of that provided by Isanti and its Snow Plow Policy shall remain the responsibility of Villages I and Villages IV pursuant to City Code 284-14 Snow Removal.

2. Effective Date. The Parties agree that the terms and conditions of this Agreement, and the Easements granted hereunder, shall apply to all Maintenance of the Sidewalk occurring after the Effective Date.

3. Damage to the Northern or Southern Parcel. Isanti agrees that it will not intentionally damage or modify any portion of either the Northern Parcel or Southern Parcel, other than its obligations to maintain the Sidewalk herein. If Isanti does damage any portion of the Northern Parcel or Southern Parcel it will follow City Code and the Snow plowing Policy in making the necessary repairs.

4. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that

in executing they agree to the terms described in this Agreement, without duress, coercion, undue influence or otherwise, and that they intend to be legally bound thereby.

7. Remedies and Enforcement. Each non-defaulting party shall have the right to prosecute any proceedings at law or in equity against any defaulting party violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8. Entire Agreement. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the Maintenance of the Sidewalk. Any modification or addition to this Agreement must be in writing and signed by all Parties.

9. Construction. This Agreement shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused the Party's legal representative to draft any of its provisions. The Parties agree that this Agreement shall be interpreted as a whole in accordance with the laws of the State of Minnesota.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

11. Severability. If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are severable.

12. Term. The Sidewalk Easement Agreement shall begin from the date written above and continue until either party gives to the other written notice of not less than thirty (30) days, said notice stating that this Agreement shall be terminated and the effective date of termination.

**IN WITNESS WHEREOF**, the Parties have executed this Sidewalk Easement Agreement, effective as of the date first written above.

[Signatures on following pages]

**Villages on the Rum I Owners' Association**

By: Carol Werlein

Its: President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF Isanti     )

The foregoing instrument was acknowledged before me this 28 day of Dec. 2021 by Carol Werlein, the President of Villages on the Rum I, a Minnesota nonprofit corporation, on behalf of the corporation.



Sharon Hansen  
Notary Public



**Villages on the Rum IV Owners' Association**

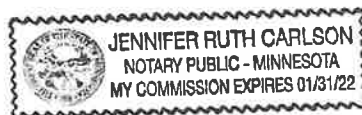
By: Ryan Labrosse

Its: President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF Isanti     )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December 2021 by Ryan Labrosse, the President of Villages on the Rum IV, a Minnesota nonprofit corporation, on behalf of the corporation.

J Carlson  
Notary Public



## The City of Isanti

By: \_\_\_\_\_

Its: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of the City of Isanti, a Minnesota municipality organized under the laws of the State of Minnesota, on behalf of the City.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Smith Jadin Johnson, PLLC  
7900 Xerxes Avenue South  
Suite 2020  
Bloomington, MN 55431  
(952) 388-0289  
[www.sjjlawfirm.com](http://www.sjjlawfirm.com)



## Request for City Council Action

**To:** Mayor Johnson and Members City Council  
**From:** Jaden Strand, City Clerk  
**Date:** January 18, 2022  
**Subject:** Conflict of Interest Policy Annual Review

---

### **Background:**

The Conflict of Interest Policy is reviewed annually and all members of the City Council and Board Members are required to fill out the Conflict of Interest Disclosure Form provided by the City Clerk.

### **Request:**

Staff is requesting City Council review this policy and then fill out the Conflict of Interest form.

### **Attachments:**

- Conflict of Interest Policy

## 18.01 CONFLICT OF INTEREST POLICY

### Purpose

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

### Definition

Public Officials will be defined as follows:

- All employees of the City of Isanti
- Police Reserves

### Standards of Conduct

1. Public Officials:
  - a) Must not use their positions to secure special privileges or exemptions for themselves or others to intentionally jeopardize the position of employment of others;
  - b) Must not engage in, solicit, negotiate for, or promise to accept private employment nor will they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties;
  - c) Must not participate in deliberations in any matter before the Council, Board or Commission, which affects that Public Official's, Public Official's spouse or minor child's financial interests directly or indirectly or those of a business, profession or occupation with which the Public Official is associated. Whenever such conflict is recognized, the affected Public Officials must disclose in writing such interest prior to any discussion or vote and disqualify themselves from any further involvement pertaining to the issue;
  - d) Must not act as agent or attorney for another in any matter before the Council or any Board or Commission or before any court or administrative board in any matter in which the City is a party;
  - e) Must not directly or indirectly receive, or agree to receive, any compensation, gift or reward or gratuity as an inducement to support or influence any matter or proceeding connected with, or related to, the duties of the office. The following types of gifts are permitted under exceptions to the law:
    1. Lawful campaign contributions.
    2. Services to assist an official in the performance of official duties.
    3. Services of insignificant monetary value.
    4. A plaque or similar item.
    5. A trinket or item of insignificant monetary value.
    6. Informational material of unexceptional value.
    7. Food or beverage given at a reception, meal, or meeting by an organization before whom the recipient makes a speech or answers questions as part of a program (this exception is only available if the location of the reception, meal, or meeting is away from the recipient's place of work).
    8. Gifts given because of the recipient's membership in a group.
    9. Gifts between family members.
  - f) Must not participate in drawings or raffles at events, conferences, or seminars while attending as a City employee where financial participation is required.

- g) Must not disclose to others or use to further their personal interest confidential information acquired by them in the course of their official duties.
- 2. Any Public Official who is an officer, director, partner, agent, proprietor or employee of any firm or has a proprietary interest of 10 percent (10%) or more in any company, business, enterprise or corporation, partnership, labor union or association doing business with the City will make known that interest in writing as provided in the disclosure section of this Policy.
- 3. No Public Official nor business entity that the Public Official has a financial interest in, in excess of 10 percent (10%), will enter into any contract with the City unless otherwise authorized by law.
- 4. Public Officials must disclose to the governing body any relationship to another person or entity in any instance where there is a conflict of interest or could be the appearance of a conflict of interest.
- 5. Public Officials will not have a personal financial interest in any sales, lease, or contract that they are authorized to make in their official capacities.
- 6. A Public Official will not hold two positions if the positions' functions are incompatible with one another.

### **Disclosures**

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

### **Disclosure Form**

The disclosure information required by this Policy will be set forth on a form made available by the City Clerk or designee.

### **Discipline**

Upon a signed written complaint of any person questioning adherence to this Policy or on the Council's own volition, the Council will refer the matter to the City Attorney for investigation and the City Attorney will report the results of the investigation to the Council within forty-five (45) days thereafter. A copy of such report will be furnished to the person complained against. Such person may request a hearing on this matter before the Council which request will be filed with the City Administrator not later than ten (10) days following receipt by such person of the City Attorney's report.

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

### **Violations**

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



## Isanti Police Department Monthly Report

**December 2021**

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	9	112
Assault	1	44
Vandalism/Damage to Property	4	56
Narcotics	2	45
Burglary	0	10
Domestics	6	67
Crim Sex	0	10
Robbery	0	0
Loud Party/Disturbance	4	74
Medical	40	451
Permit to Purchase	8	98
Security Check / Extra Patrol	300	4,350

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	6	103
DUI	0	20
Accidents	11	119
Hit & Run	0	1
Warrant P/U	4	59
Speed	6	157
DAR/DAS	11	134
Administrative Citations (Including Speed)	5	102

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	102,715	468	6,914
Ford Explorer 224	101,896	452	8,859
Ford F150 225	51,833	777	10,561
Chevy Impala 223	102,715	1,563	4,698
Dodge Durango 226	41,666	1,040	15,672
Dodge Durango 227	48,444	1,295	17,036
Dodge Durango 228	27,642	1,092	19,956
Chevy Tahoe 229	14,566	1,016	14,566
Dodge Charger 230	1,973	1,019	1,973

# ISANTI POLICE DEPARTMENT ANNUAL REPORT

## Reported Crime

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>% Change</u>
Theft	133	135	141	163	120	188	152	145	126	145	112	-22.76%
Assault	37	41	37	43	37	34	41	40	33	28	44	57.14%
Vandalism	92	81	94	49	59	80	91	62	43	46	56	21.74%
Narcotics	24	38	46	26	27	22	42	38	27	31	45	45.16%
Burglary	14	25	20	17	20	17	25	12	12	6	10	66.67%
Domestics	80	60	79	78	83	103	83	85	61	63	67	6.35%
Crim Sex	11	12	10	11	7	9	5	9	6	6	10	66.67%
Robbery	0	0	0	0	0	0	0	0	0	0	0	0.00%
Loud party	106	97	151	125	119	132	124	151	151	156	74	-52.56%
Medical						304	265	313	348	410	451	10.00%
Permit to Purchase									66	143	98	-31.47%
Security Check/Extra Patrol								3,066		4,756	4,350	-8.54%

## Traffic Offenses

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
No Ins	110	90	46	89	90	89	90	82	67	56	103	83.93%
D.U.I.	27	35	34	18	23	33	27	20	24	13	20	53.85%
Accidents	66	74	67	96	76	68	79	82	98	94	119	26.60%
Hit & Run	5	5	9	11	5	6	3	10	10	4	1	-75.00%
Warrant P/U	47	42	45	61	50	31	52	53	35	24	59	145.83%
Speeding	331	194	126	125	123	189	222	257	298	294	157	-46.60%
DAR/DAS	44	46	44	49	33	34	46	58	44	55	134	143.64%

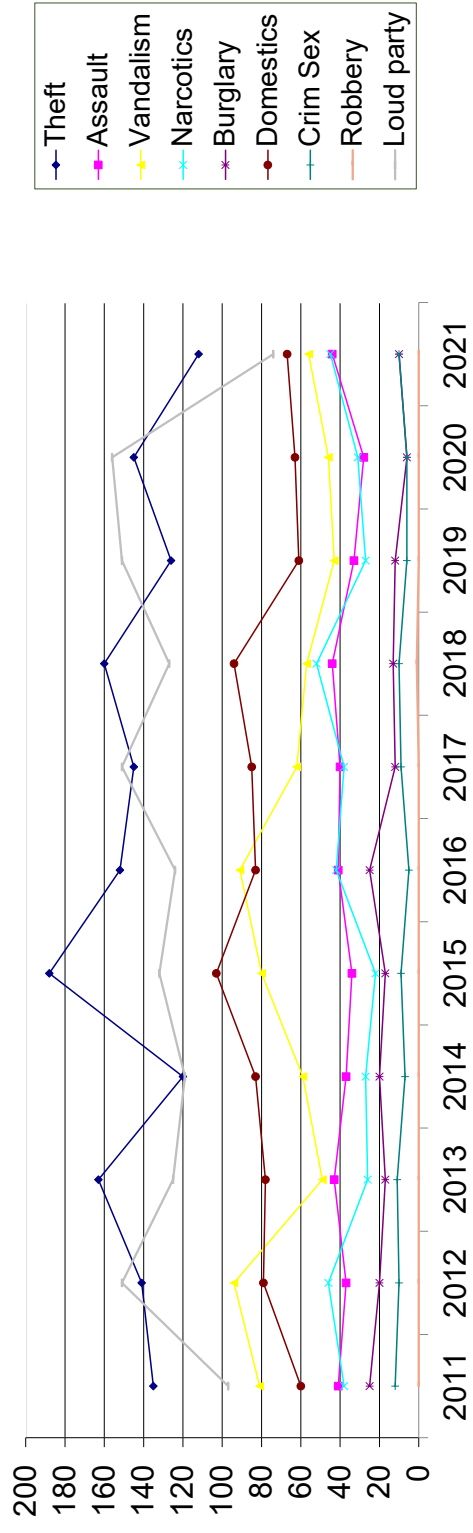
## Squad Mileage

06 Dodge 221	130,210	140,020										
06 Dodge 222	124,078											
08 Dodge 223	53,346	69,041	83,656	97,615								
2004 Ford												
98 Blazer												
10 Dodge 225	18,625	48,406	75,221	98,492	120,322	26,353	12,846	409				
Chev Silverado 224	82,736	91,712	97,785	105,488	109,579	2,655	738					
Chev Silverado 220 (Out of Serv	71,264	77,971	82,517	88,986	94,445	3,211	4,210	5,962	305			
Dodge 222 (Out of Service 12/2018)		4,693	27,285	50,053	72,381	22,628	20,385	19,205				
Ford Explorer 221					5,017	16,255	17,682	15,648	16,318	12,358	6,914	
Chevrolet Impala						5,460	5,413	5,381	5,395	3,295	4,698	
Ford Explorer 224							18,847	19,769	22,241	21,442	8,859	
Ford F150 225								4,900	12,649	14,620	10,561	
Dodge Durango 226									9,195	16,674	15,672	
Dodge Durango 227									7,166	26,523	17,036	
Dodge Durango 228										7,686	19,956	
Chevy Tahoe 229											14,566	
Dodge Charger 230											1,973	

## Total Miles Driven

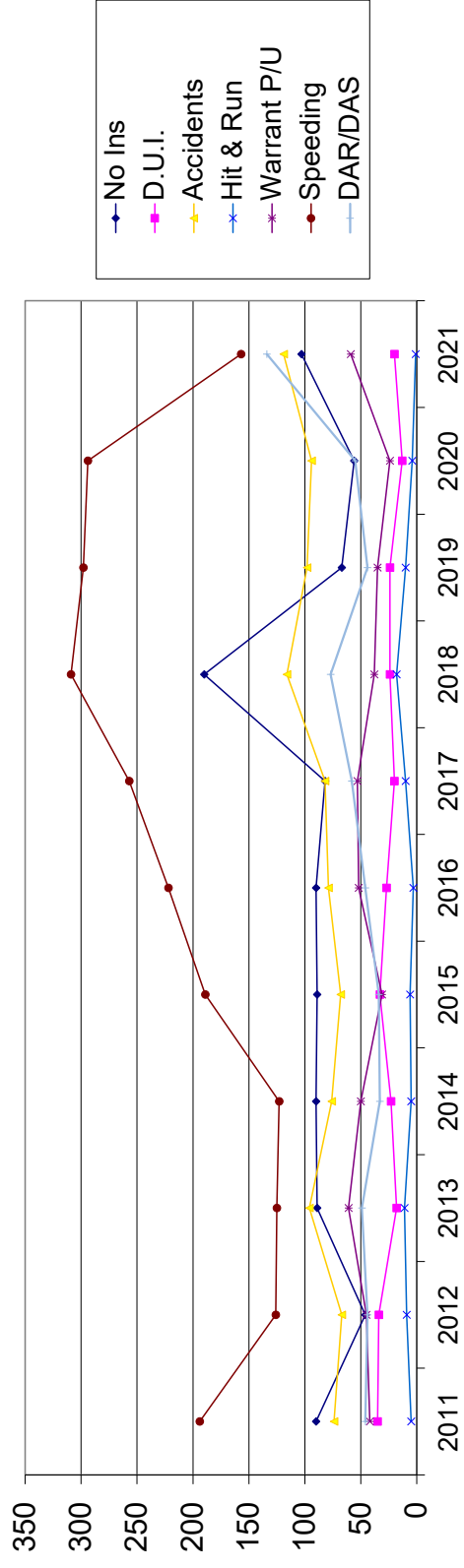
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	
	81,146	75,662	70,357	72,834	62,675	76,562	80,121	71,274	73,269	102,598	100,235	

## Reported Crimes

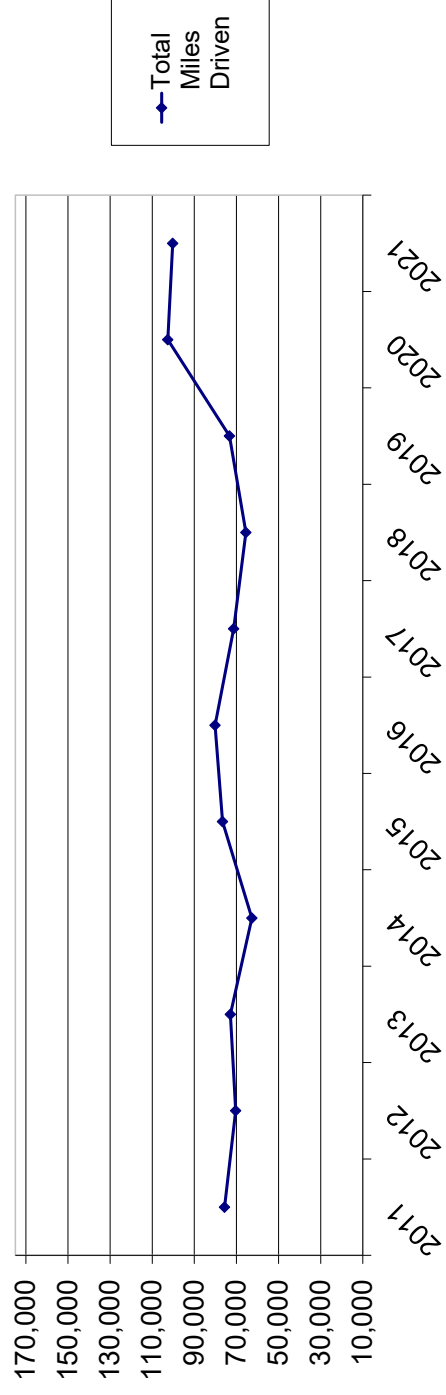




## Traffic Offenses



## Total Miles Driven



CEZT REPORT DECEMBER 2021		2020	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
TOTAL CASES THIS YEAR AT END OF MONTH			9	11	20	32	42	55	72	76	88	90	94	99
NEW CASES THIS MONTH			9	2	9	12	10	13	17	4	12	7	4	7
CARRIED FORWARD FROM PREVIOUS MONTH			4	4	0	2	4	3	3	12	4	6	0	0
NEW CASES + CARRIED FWD			13	6	9	14	14	16	20	16	16	13	4	7
CLOSED THIS MONTH			9	6	7	10	11	13	8	12	10	13	4	5
ACTIVE END OF MONTH (NOT INCL CITATIONS)		4	4	0	2	4	3	3	12	4	6	0	0	2
CAN - Prohibited Animals/87.1														
CCV - Comm Vehicle storage/227-10										2				
CDO - Dogs			2		1	1			1		1			1
CPA - Park & Store/227-8			5	1	3	9	4	3	6	1	1	1	3	1
CSN - Snow Removal/216-2-Q			2	1	1									
CSP - Admin Permits/Solicitors/Peddlers														
CST - Fish Houses/ PODS/Rolloffs														
H20 - Water Restrictions/325-17-C										1				
NEX - Exterior Structure, Paint/Repair														
NGA - Garbage Service & Storage/216-4-L								1				2		
NGR - Grass/Weed Length/216-2-H							1	6	8		7	2		
Nuisance Junk/Rubbish/216-2-L			4		3	1	3	2	2		2	1		1
NOX - Noxious Weeds														
NUV - Unlicensed Vehicle or Missing Plates/216-2-L					2		1	1				1		2
ZAC - Accessory Building /445, SEC 6, SUB 6, C											1			
ZFE - Fence/216-4-A-(16)					1	1	1							
Zoning/ 445-Sec 15-Sub Sec 5 C4a													1	
Other														2
NEW CRIMINAL CITATIONS ISSUED THIS MONTH						1				1				
ACTIVE CRIMINAL CITATIONS END OF MONTH			4	4	4	5	5	5	5	6	6	6	2	1
COMPLIANCE LETTERS MAILED THIS MONTH			8	1	5	8	4	5	15	3	8	7	2	4
ABATED PROPERTIES THIS MONTH								1	2	1	3	2	0	0

## CITY OF ISANTI MONTHLY REPORT

December 2021

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	2	140	\$0.00	\$0.00	\$2.00	\$9.00	\$160.00	\$11,200.00		
DECK	0	29	\$0.00	\$8,000.00	\$0.00	\$2.00	\$0.00	\$8,284.28		
LL FINISH	5	29	\$0.00	\$7,000.00	\$5.00	\$10.00	\$1,500.00	\$7,878.88		
REMODEL / ADDITION	0	5	\$0.00	\$45,650.00	\$0.00	\$0.00	\$0.00	\$2,088.20		
GARAGE / SHED	0	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00		
MISCELLANEOUS	17	188	\$0.00	\$70,000.00	\$120.00	\$146.75	\$2,010.00	\$20,494.82		
SINGLE DWELLINGS	6	78	\$1,272,125.19	\$16,432,778.03	\$635.90	\$2,414.64	\$17,572.50	\$217,414.10		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	9	155	\$0.00	\$0.00	\$9.00	\$40.00	\$675.00	\$11,545.00		
PLUMBING	8	127	\$0.00	\$0.00	\$8.00	\$30.00	\$672.00	\$10,404.00		
<b>RESIDENTIAL TOTAL</b>	<b>47</b>	<b>752</b>	<b>\$1,272,125.19</b>	<b>\$16,563,428.03</b>	<b>\$779.90</b>	<b>\$2,652.39</b>	<b>\$22,589.50</b>	<b>\$289,339.28</b>		
<b>COMMERCIAL</b>										
NEW BUILDINGS	0	3	\$0.00	\$3,356,036.10	\$0.00	\$718.57	\$0.00	\$15,163.50		
REMODEL / ADDITION	0	3	\$0.00	\$366,000.00	\$0.00	\$0.00	\$0.00	\$5,590.20		
PLUMBING	0	10	\$0.00	\$0.00	\$0.00	\$21.50	\$0.00	\$1,805.50		
MECHANICAL	0	6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,062.88		
ROOF / SIDING	0	3	\$0.00	\$15,150.00	\$0.00	\$84.00	\$0.00	\$3,236.50		
MISCELLANEOUS	3	63	\$0.00	\$673,390.00	\$3.00	\$7.00	\$202.50	\$16,192.90		
<b>COMMERCIAL TOTAL</b>	<b>3</b>	<b>88</b>	<b>\$0.00</b>	<b>\$4,410,576.10</b>	<b>\$3.00</b>	<b>\$831.07</b>	<b>\$202.50</b>	<b>\$43,051.48</b>		
<b>RESIDENTIAL/COMMERCIAL TOTAL</b>	<b>50</b>	<b>840</b>	<b>\$1,272,125.19</b>	<b>\$20,974,004.13</b>	<b>\$782.90</b>	<b>\$3,483.46</b>	<b>\$22,792.00</b>	<b>\$332,390.76</b>	<b>\$38,250.00</b>	<b>\$525,633.50</b>

## YEARLY BUILDING PERMIT COMPARISONS

THRU 12/31/2021

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2014	494	38	0	2	\$15,302,469.35	\$188,004.63	\$287,799.17
2015	468	41	0	0	\$8,715,351.28	\$162,468.62	\$279,405.00
2016	552	63	0	4	\$20,937,725.44	\$304,944.08	\$685,105.88
2017	686	91	0	3	\$16,975,316.00	\$287,020.83	\$719,864.80
2018	638	82	0	3	\$22,106,075.49	\$342,304.74	\$465,982.00
2019	720	84	0	2	\$19,142,949.63	\$326,512.50	\$494,236.00
2020	1061	95	0	2	\$22,623,766.53	\$400,086.01	\$567,124.00
2021	840	78	0	3	\$20,974,004.13	\$332,390.76	\$525,633.50

## MONTHLY COMPARISON FOR 2021

Month	# Permits	Permit Value	Permit Fees
January	37	\$264,490.00	\$7,048.43
February	81	\$1,945,632.00	\$33,478.30
March	72	\$404,636.00	\$14,229.50
April	101	\$2,384,357.00	\$38,043.50
May	105	\$4,473,807.00	\$43,911.90
June	76	\$1,730,398.00	\$30,370.69
July	76	\$1,039,961.00	\$20,638.53
August	67	\$1,162,552.36	\$21,243.90
September	59	\$1,301,795.08	\$24,399.23
October	64	\$2,399,285.27	\$36,805.30
November	52	\$2,594,965.23	\$39,429.48
December	50	\$1,272,125.19	\$22,792.00
<b>Totals</b>	<b>840</b>	<b>\$20,974,004.13</b>	<b>\$332,390.76</b>



**BOLTON  
& MENK**

Real People. Real Solutions.

**M.5.** 7533 Sunwood Drive NW  
Suite 206  
Ramsey, MN 55303-5119

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

## MEMORANDUM

**Date:** January 12, 2022  
**To:** Honorable Mayor Johnson and Members of the City Council  
**From:** Jason W Cook, P.E.  
City Engineer  
**Subject:** Project Status Report  
Project No.: 0R1.126218

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

**1) 2022 Pavement Management Project**

We will produce plans & specifications in the coming month.

**2) Brookview South 1-4 Addition Rehabilitation**

We will complete the Preliminary Engineering Report this month.

**3) Heritage Blvd & 8<sup>th</sup> Avenue Pedestrian Crossing**

We have submitted the concept layout and cost estimate to the County Engineer for review.

**4) Legacy Pines 3<sup>rd</sup> Addition**

The final pavement lift on Eagle Street is scheduled to be completed next spring.

**5) Fairway Greens North Development**

The First Addition Phase 1 was completed this fall & building permits are being pulled. The remainder of the 1<sup>st</sup> Addition as well as the 2<sup>nd</sup> Addition are anticipated to be completed in 2022.

**6) Fairway Greens South Development**

The owner has requested to extend the recording of the plat up to 1 year.

**7) MS4 Implementation**

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

Please contact me if you have any questions.