

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, MARCH 1, 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

- 1. ICLEA (Isanti County Law Enforcement Association) Officer of the Year to Lieutenant John McCarty

G. Approve City Council Minutes

- 1. February 15, 2022- Regular Meeting of the City Council
- 2. February 15, 2022- Committee of the Whole Meeting

H. Announcements

- 1. Committee of the Whole
 - 2. City Council Meeting
 - 3. Planning Commission Meeting
- Tuesday, March 15, 2022 at 5:00 p.m.
Tuesday, March 15, 2022 at 7:00 p.m.
Tuesday, March 15, 2022
(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

- 1. South Brookview Improvements Project – Improvements Hearing
 - a. Resolution 2022-XXX Authorizing Improvement on the South Brookview Improvements Projects
 - b. Resolution 2022-XXX Approving Plans and Ordering Advertisement for Bids for the South Brookview Improvements Project

K. Business Items

City Clerk Jaden Strand

- 1. Liquor License Renewals
 - a. Resolution 2022-XXX Approving the On-Sale and Sunday Liquor License Renewal for Junction Bowl and Whistle Stop Bar & Grill
 - b. Resolution 2022-XXX Approving the On-Sale and Sunday Liquor License Renewal for Rum River VFW 2735
 - c. Resolution 2022-XXX Approving the On-Sale and Sunday Liquor License Renewal for Wintergreen's Golf & Grill
 - d. Resolution 2022-XXX Approving the Brewer Off-Sale and Tap Room On-Sale Sunday License Renewal for Thunder Brothers Brewery, Inc.

Community Development Director Stephanie Hillesheim

2. Resolution 2022-XXX Approving the Final Plat for Fairway Greens North (Phase 2)
3. Resolution 2022-XXX A Resolution Supporting Housing and Local Decision-Making Authority
4. Resolution 2022-XXX Approving Site Plans and a Conditional Use Permit for Drive-Thru Facilities at 291 5th Ave NE for the Little North Boutique

City Engineer Jason Cook

5. Resolution 2022-XXX Accepting Plans and Specifications and Authorizing Advertisement for Bid for the 2022 Pavement Management Project

L. Approve Consent Agenda

1. Payroll in the Amount of \$122,236.61 and Accounts Payable in the Amount of \$288,007.31
2. Resolution 2022-XXX Accepting Parks, Recreation and Culture Board Member Aaron Zdon's Resignation
3. Resolution 2022-XXX Authorizing the Replacement of the Main Lift Station Generator
4. Resolution 2022-XXX Approving a Check to New Hope Community Church for Volunteering at Isanti Movie Nights
5. Resolution 2022-XXX Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for May 1st, 2022
6. Resolution 2022-XXX Accepting Part-Time Police Secretary Maria Glad Letter of Resignation
7. Resolution 2022-XXX Approving Partnership Agreement Between the City of Isanti and FIAL (Friends of Isanti Area Library)
8. Resolution 2022-XXX Amending the 2022 Capital Improvement Plan for the Isanti Community Center

M. Other Communications

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, FEBRUARY 15, 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

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Parks, Recreation and Events Coordinator Alyssa Olson, Community Development Director Stephanie Hillesheim, Community Development Specialist Ryan Saltis and Chief of Police Travis Muyres

D. Public Comment

None

E. Adopt Agenda

Motion by Lundeen, seconded by Collison to adopt the agenda as presented. Motion passed 5-0. Motion carried.

F. Proclamations/Commendations/Certificate Award

None

G. Approve City Council Minutes

1. February 1, 2022- Regular Meeting of the City Council

Motion by Lundeen, seconded by Collison to approve minutes as presented. Motion passed 5-0. Motion carried.

H. Announcements

1. Park, Recreation, & Culture Board Meeting
2. City Council Meeting
3. Economic Development Authority Meeting

Tuesday, February 22, 2022 at 6:00 p.m.

Tuesday, March 1, 2022 at 7:00 p.m.

Tuesday, March 1, 2022

(Immediately following the City Council Meeting)

4. CITY OFFICES CLOSED

Monday, February 21, 2022

(In Observance of President's Day)

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

City Administrator Josi Wood

- 1. ORD-768** An Ordinance to Repeal and Replace City Code Chapter 1; Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and Amend City Code Chapters 1, 8, 18, 76, 87, 111, 119, 143, 171, 227, 253, 256, 257, 258, 260, 262, 270, 284, 312 and 325

City Administrator Josi Wood shared that this is the final stage for the Editorial and Legal Analysis Project which began in 2020. This is to finalize the comprehensive review of every Chapter and Section in City Code. Wood further shared that most of the changes included statute updates and typos without changing much of the language. The biggest change within the repealer is Sections within Chapter 1 that refers to any violations to Chapter 1; Section 1 instead of listing them out in every Chapter. This Ordinance has been posted for the required 10 days, reviewed by the City Attorney and the City's Codifier.

Motion by Lundeen, seconded by Collison to approve Ordinance as presented. Motion passed 5-0. Motion carried.

- 2. Resolution 2022-023** Approving a Special Event Permit Application for Rum River Rods 12th Annual Summer Spectacular Car Show

City Administrator Josi Wood shared that this is a Special Event Permit Application for the Rum River Car Show which will be Saturday, August 13th, 2022. The estimated number of people in attendance each day is 300-500 people. The event coincides with the City's Street Dance. Staff recommended approval of the Special Event Permit.

Motion by Lundeen, seconded by Collison to approve Resolution as presented. Motion passed 5-0. Motion carried.

Parks, Recreation and Events Coordinator Alyssa Olson

- 3. Resolution 2022-024** Approving the Archery Range

Parks, Recreation and Events Coordinator Alyssa Olson shared that at July 2021's Committee of the Whole meeting, the Committee elected to move forward with adding an archery range to the Isanti park amenities, identifying the location as the area South of the Dog Park. Staff has examined the costs for this new feature and determined the following:

- The range may consist of 9 lanes, ranging in shooting distances from 10 to 40 yards.
- A berm will be created at the South end of the lot to act as a backstop for arrows.
- A split rail fence will be installed along the East and West sides of the range to maintain a safety perimeter.
- For ADA accessibility, a lime ag path would be extended from the paved path to the range area.
- Paths would also be created to designate each lane and provide inclusive use of the recreation site.
- Two light poles will be installed in the vicinity to enhance visibility at night for both the Archery Range and the Dog Park.

The total estimated cost to build the archery range, including a 5% contingency is \$17, 955.00.

Motion by Lundeen, seconded by Bergley to approve Resolution as presented. Motion passed 5-0. Motion carried.

L. Approve Consent Agenda

1. Payroll in the Amount of \$128,212.63 and Accounts Payable in the Amount of \$354,856.70
2. **Resolution 2022-025** Lift Station Pump Replacement
3. **Resolution 2022-026** Approving City Social Media LinkedIn Profile
4. **Resolution 2022-027** Approving Objectives and Organizational Chart
5. **Resolution 2022-028** Approving the Hire of William Brinkman Liquor Store Clerk II
6. **Resolution 2022-029** Approving a Check to Northern Elements All Stars for Volunteering at Isanti Movie Nights
7. **Resolution 2022-030** Approving Temporary 3.2 On-Sale Malt Liquor License for the Isanti Lions Club for the 2022 Isanti Street Dances
8. **Resolution 2022-031** Authorizing a Reduction in the Letter of Credit for Fairway Greens North
9. **Resolution 2022-032** Authorizing Master Agreement with Mueller Systems
10. Approving Request for Proposals for Animal Control and Kennel Services

Motion by Lundeen, seconded by Bergley to approve the consent agenda. Motion passed 5-0. Motion carried.

M. Other Communications

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

Adjournment

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

Meeting adjourned at 7:09 p.m.

Respectfully Submitted,



Jaden Strand
City Clerk

**MINUTES
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING**

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



Mayor Johnson called the meeting to order at 5:00 p.m.

The Pledge of Allegiance was recited.

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

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim, Parks, Recreation and Events Coordinator Alyssa Olson, Liquor Store Manager Keith Lusk, Chief of Police Travis Muyres and Finance Director Mike Betker

Others Present: Fire Chief Al Jankovich and Sandra Duke

D. Public Comment

None

E. Committee Meeting Items

1. Public Safety Radio Equipment on Isanti Water Tower (*Fire Chief Al Jankovich*)

Fire Chief Al Jankovich shared that he was in attendance for the Sheriffs Office and the Fire District as Sheriff Caulk was unable to attend.

Chief Jankovich shared that the request is for a public safety radio equipment antenna to be placed on the Isanti Water Tower as the current signal has become more and more interrupted. In addition, it is requested that the rent fee be waived however they would pay electrical costs of \$350 per year which is consistent with other agreements the County has.

There are two other providers that are currently on the Water Tower, Genesis, which their lease agreement is \$500.00 per month or in lieu, they provide internet services to all City facilities. Sprint is the other provider on the Water Tower and they pay \$1,783.00 per month for rent to the City.

Consensus from Committee is to move forward with allowing public safety radio equipment to be installed on Isanti's Water Tower as long as there no findings from the engineering study that there are frequency interruptions for current providers that have antennas on the Water Tower and waive leasing fee.

2. City Council Agenda Request (*Sandra Duke, Friends of Isanti Area Library*)

Sandra Duke the shared that Friends of Isanti Area Library currently meet monthly at a private residence for their meetings. They are requesting using the Library in City Hall for their monthly

meetings which is the 3rd Thursday of the month at 9:00 a.m. and the use of extra chairs from the Council Chambers. East Central Regional Library is okay with Friends of Isanti Area Library using the space for their monthly meetings.

Consensus from Committee is to allow for Friends of Isanti Area Library to use the Library space with no fee and for staff to draft a Use Agreement and bring to the next City Council meeting for consideration.

3. Police Updates

Staff is working on filling the vacant Police Officer position.

A crimes report for years 2018, 2019, 2020 and 2021 was shared with Committee.

A Post audit was just completed which is done every 3-4 years to ensure compliance with Post mandates.

Police Investigator position is on an assignment basis for a 3-year rotation.

The Isanti Police patch will be going under rebranding.

4. Liquor Updates

Gross Sales numbers for December 2021 was \$518,988.00 which is 28.36% profit margin up \$100,201.00 from 2020, January 2022 was \$355,830.00 which is a 27.02% profit margin up \$42,038.00 from 2021.

Sales by Category 11/18/21-1/31/22

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

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

Largest single transaction so far was \$1,208.60 (two bottles of Bourbon.)

Online Order function should be live shortly.

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

5. Doing Business in Isanti Update

It is required that review is done twice per year that vendors doing business with Isanti is current on utilities bills, etc.

At the time of review there was one business that was delinquent with utilities and they have since got current.

6. Special Events Permit Discussion

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

Recommendation from Committee is for City events to be included under announcements on agenda versus staff completing Special Event Application.

7. Bullet Proofing and Window Tinting Council Chambers

Chief of Police Travis Muyres shared that the cost for bulletproofing steel for the Council Chambers is estimated at \$6,300.00 and \$5,000.00 for hand gun rated steel, windows are estimated at approximately \$10,000.00 a window for tinted windows and mirrored window tint is \$1,300.00 per window.

Consensus from Committee is to get official quote for mirrored windows for Council Chambers and frosted tint and quote for frosted tint on lower half of the other windows in Council Chambers.

8. Splash Pad Discussion

Two Splash Pad options were shared with Committee.

Option 1 included smaller footprint and limited features, mostly ground sprayers with a cost without grant funding of \$218,000.00 and option 2 which includes larger foot and more features with a cost with grant funding of \$436,000.00.

Recommendation from Committee is to not staff the Splash Pad and move forward with option 1 and for staff to look into DNR Outdoor Recreation Grant to help with cost.

9. Union Negotiation Team and PD Staffing Discussion

Committee discussed staffing and moving full-time officer slated for 2024 to 2023 and Council as part of Union Negotiation team.

Consensus from Committee is for staff to look into moving full-time officer slated for 2024 to 2023 and bring to budget work session in July.

Further consensus from Committee is for Councilor Jimmy Gordon to be a part of Union Negotiations.

F. Adjournment

Meeting was adjourned at 6:45 p.m.

Respectfully Submitted.



Jaden Strand
City Clerk



MEMORANDUM

Date: February 21, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: South Brookview Improvements Project
Public Hearing, Project Authorization, Plan Approval and Authorization to Advertise for Bids
City of Isanti, MN
Project No.: 0R1.126222

An Informational Open House was conducted on February 16th, 2022. Three individuals representing three properties attended in person and three individuals submitted their questionnaires in advance of the open house providing a total of 6 responses out of a total of 81 properties on the assessment roll. The submitted questionnaires are attached for your review.

Most questions at the open house were regarding the construction process, proposed sidewalk, rain gardens, individual assessment amounts, and the number of years to pay the assessment.

The next step in the MS 429 assessment process is to hold a public hearing on the improvement.

Following the Public Hearing input, should you decide to proceed with the project, a resolution ordering the improvement has been included in the Council packet as well as a resolution approving the plans and specifications and authorization to advertise for bids.

Following is a schedule for the project:

- 1) March 1, 2022 – Hold Public Hearing, Mayor and City Council order the improvements
- 2) March 1, 2022 – Mayor and City Council approves final plans and orders advertisement of bids
- 3) March 29, 2022 – Open bids
- 4) April 5, 2022 – Mayor and City Council awards bid
- 5) June 2022 – Commence construction
- 6) November 2022 – Substantial construction completion
- 7) November 2022 – Conduct final assessment hearing

As required by the Minnesota State Statute Chapter 429 process, we are requesting that City Council authorize the project, approve plans and specifications and authorize advertisement for bids.

I will be at the March 1, 2022 Council meeting to provide a condensed presentation on the project and assist with questions during the Public Hearing. Please contact me with any questions or comments.

South Brookview Reconstruction Questionnaire

Please return the completed form at the Open House
February 16th at 6pm
OR drop off earlier at City Hall

Resident Name: Emily Meyer
Address: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]

Questions:

- 1) Should sidewalk be added on the north side of South Brookview Lane? NO...
 - a. The sidewalk would NOT be assessed.
- 2) Does your sanitary sewer pipe clog? NO
- 3) Does your water service pipe freeze? NO
- 4) Should we change the Yield Signs along 8th Avenue to Stop Signs? Not necessary
- 5) Do you have an irrigation system along the street curb? NO
- 6) Do you have an invisible dog fence along the street curb? NO
- 7) Are there any drainage issues in the street in front of your house? NO
- 8) Would you be interested in a small rain garden being installed on your lot? NO just for extra

maintenance in the future... possible garbage/litter spot.
Yes if its a very simple design w/ little future maintenance.

General Comments: (please provide any additional comments you may have regarding your property or this project)

- * The limbing of the trees would be too much to try to keep the trees & I'd like to keep the trees & having a sidewalk
- * Snow clean-up would be hard - we would only have shovels... lots of area
- * Not really necessary due to traffic load (foot traffic too)
- * I wouldn't want more traffic/foot traffic that a sidewalk would bring. Less people = good
- * Poorly lit area - would need more lights to make it safe.. regardless
- * Lots of driveway tore up & redone that I'd rather just have the whole driveway done - good + bad

South Brookview Reconstruction Questionnaire

Please return the completed form at the Open House
February 16th at 6pm
OR drop off earlier at City Hall

Resident Name:

Victor & Daisy Boehmer

Address:

[REDACTED]

Phone Number:

[REDACTED]

Email:

~~1970~~ [REDACTED]

Questions:

1) Should sidewalk be added on the north side of South Brookview Lane?

NO

a. The sidewalk would NOT be assessed.

2) Does your sanitary sewer pipe clog?

NO

3) Does your water service pipe freeze?

NO

4) Should we change the Yield Signs along 8th Avenue to Stop Signs?

NO

5) Do you have an irrigation system along the street curb?

NO

6) Do you have an invisible dog fence along the street curb?

NO

7) Are there any drainage issues in the street in front of your house?

NO

8) Would you be interested in a small rain garden being installed on your lot?

POSSIBLY, WOULD LIKE MORE INFO
~~NO~~

General Comments: (please provide any additional comments you may have regarding your property or this project)

South Brookview Reconstruction Questionnaire

Please return the completed form at the Open House
February 16th at 6pm
OR drop off earlier at City Hall

Resident Name: JOE BLISKOWSKI

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Questions:

- 1) Should sidewalk be added on the north side of South Brookview Lane? NO
 - a. The sidewalk would NOT be assessed.
- 2) Does your sanitary sewer pipe clog? NO
- 3) Does your water service pipe freeze? NO
- 4) Should we change the Yield Signs along 8th Avenue to Stop Signs? NOT NECESSARY
- 5) Do you have an irrigation system along the street curb? NO
- 6) Do you have an invisible dog fence along the street curb? NO
- 7) Are there any drainage issues in the street in front of your house? NO
- 8) Would you be interested in a small rain garden being installed on your lot? NO

NOT ENOUGH FOOT TRAFFIC TO JUSTIFY ADDING A SIDEWALK

General Comments: (please provide any additional comments you may have regarding your property or this project)

South Brookview Reconstruction Questionnaire

Please return the completed form at the Open House
February 16th at 6pm
OR drop off earlier at City Hall

Resident Name: Leonard and Kateri Elliott
Address: [REDACTED]
Phone Number: [REDACTED]
Email: [REDACTED]

Questions:

- 1) Should sidewalk be added on the north side of South Brookview Lane? don't care
 - a. The sidewalk would NOT be assessed.
- 2) Does your sanitary sewer pipe clog? NO
- 3) Does your water service pipe freeze? NO
- 4) Should we change the Yield Signs along 8th Avenue to Stop Signs? NO
- 5) Do you have an irrigation system along the street curb? NO
- 6) Do you have an invisible dog fence along the street curb? NO
- 7) Are there any drainage issues in the street in front of your house? NO
- 8) Would you be interested in a small rain garden being installed on your lot? NO

General Comments: (please provide any additional comments you may have regarding your property or this project)

South Brookview Reconstruction Questionnaire

Please return the completed form at the Open House
February 16th at 6pm
OR drop off earlier at City Hall

Resident Name: Carlson

Address: [REDACTED]

Phone Number: _____

Email: _____

Questions:

- 1) Should sidewalk be added on the north side of South Brookview Lane? don't care
 - a. The sidewalk would NOT be assessed.
- 2) Does your sanitary sewer pipe clog? no
- 3) Does your water service pipe freeze? no
- 4) Should we change the Yield Signs along 8th Avenue to Stop Signs? don't care
- 5) Do you have an irrigation system along the street curb? yes
- 6) Do you have an invisible dog fence along the street curb? no
- 7) Are there any drainage issues in the street in front of your house? yes
- 8) Would you be interested in a small rain garden being installed on your lot? no

General Comments: (please provide any additional comments you may have regarding your property or this project)

South Brookview Reconstruction Questionnaire

Please return the completed form at the Open House
February 16th at 6pm
OR drop off earlier at City Hall

Resident Name:

Pat & Wanda Miskavice

Address:

[REDACTED]

Phone Number:

[REDACTED]

Email:

[REDACTED]

Questions:

1) Should sidewalk be added on the north side of South Brookview Lane?

no

a. The sidewalk would NOT be assessed.

2) Does your sanitary sewer pipe clog?

no

3) Does your water service pipe freeze?

no

4) Should we change the Yield Signs along 8th Avenue to Stop Signs?

no

5) Do you have an irrigation system along the street curb?

no

6) Do you have an invisible dog fence along the street curb?

no

7) Are there any drainage issues in the street in front of your house?

no

8) Would you be interested in a small rain garden being installed on your lot?

no

General Comments: (please provide any additional comments you may have regarding your property or this project)

RESOLUTION 2022-XXX

J.1.a.

**RESOLUTION AUTHORIZING IMPROVEMENT
ON THE SOUTH BROOKVIEW IMPROVEMENTS PROJECT**

WHEREAS, pursuant to Resolution 2022-015 of the City Council adopted February 2, 2022, fixed a date for a council hearing on the improvement of South Brookiew Lane SW, Marion Street SW, Nina Street SW, Page Street SW and 8th Avenue SW between Whiskey Road and 6th Avenue SW. The improvement shall consist of street reconstruction and curb & gutter repair, and;

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 1st day of March 2022, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed.

This resolution was duly adopted by the Isanti City Council this 1st day of March 2022.

Motion:

Seconded:

Carried:

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

RESOLUTION APPROVING PLANS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE SOUTH BROOKVIEW IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution No. 2022-016 passed by the Council, the City Engineer, Bolton & Menk, Inc. has prepared plans and specifications for the South Brookview Improvements project. The following roadways are included in this project: South Brookview Lane SW, Marion Street SW, Nina Street SW, Page Street SW and 8th Avenue SW between Whiskey Road and 6th Avenue SW. The improvements shall consist of street reconstruction and curb & gutter reconstruction in whole or a part in the above mentioned improvement area.

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

1. Such plans and specifications, copies of which are on file in the City Offices, are hereby approved.
2. Bolton & Menk, Inc. shall prepare and cause to be inserted in the official paper and in Finance & Commerce and on QuestCDN an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 2:00 pm on March 29th, 2022 at which time they will be publicly opened and read by the City Engineer. The bids will then be tabulated, and will be considered by the council at approximately 7:00 p.m. on April 5, 2022, in the Council Chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless submitted on QuestCDN and accompanied by a bid bond payable to the City of Isanti for five percent (5%) of the amount of such bid.

This resolution was duly adopted by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action- MEMO

To: Mayor Johnson and Members of City Council
From: Jaden Strand, City Clerk
Date: March 1, 2022
Subject: Liquor License Renewals

Background:

Prior to being brought to City Council for consideration of a Liquor License renewal, all Liquor License applications are reviewed for completeness, the license applicants undergo a background check by the Police Department, taxes and assessments are reviewed against the licensed property to make sure they are current; fees owed to the City are checked to ensure there are no delinquent fees. Staff has reviewed completed applications and each applicant has met the requirements outlined in City Code.

The following license holders have submitted complete applications, and through review, have been recommended to proceed forward to the City Council for consideration for renewal of their liquor license at this time:

- Junction Bowl and Whistle Stop Bar and Grill
- Rum River VFW 2735
- Wintergreens Golf & Grill
- Thunder Brothers Brewery, Inc.

Sanbrook Golf Course and Northern Pawn, Inc advised City staff that they are not seeking to renew their licenses.

Request:

- Staff is requesting City Council action on this item.

Attachment:

- Resolution 2022-XXX Approving the On-Sale and Sunday Liquor License Renewal Application for Junction Bowl and Whistle Stop Bar and Grill
- Resolution 2022-XXX Approving the On-Sale and Sunday Liquor License Renewal Application for Rum River VFW 2735
- Resolution 2022-XXX Approving the On-Sale and Sunday Liquor License Renewal for Wintergreens Golf & Grill
- Resolution 2022-XXX Approving the Brewer Off-Sale and Tap Room On-Sale License Renewal for Thunder Brothers Brewery, Inc.

RESOLUTION 2022-XXX

APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL FOR JUNCTION BOWL AND WHISTLE STOP BAR AND GRILL

WHEREAS, Junction Bowl and Whistle Stop Bar and Grill's On-Sale and Sunday Liquor License will expire on March 31, 2022; and,

WHEREAS, the applicant has completed the renewal application from the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

WHEREAS, all taxes and assessments against the property are current; and,

WHEREAS, the applicant has no delinquent City fees; and,

WHEREAS, the applicant has passed a police activity review; and,

WHEREAS, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Junction Bowl and Whistle Stop Bar and Grill's On-Sale and Sunday Liquor License Renewal is approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2022 through March 31, 2023.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL FOR RUM RIVER VFW 2735

WHEREAS, Rum River's VFW Post 2735 On-Sale and Sunday Liquor License will expire on March 31, 2022; and,

WHEREAS, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and provided proof of liquor liability and workers' compensation insurance; and,

WHEREAS, all tax assessments against the property are current; and,

WHEREAS, the applicant has no delinquent City fees; and,

WHEREAS, the applicant has passed a police activity review; and,

WHEREAS, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Rum River's VFW Post 2735 On-Sale and Sunday Liquor License Renewal is approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2022 through March 31, 2023.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL FOR WINTERGREEN'S GOLF & GRILL

WHEREAS, Wintergreen's Golf and Grill On-Sale and Sunday Liquor License will expire on March 31, 2022; and,

WHEREAS, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

WHEREAS, all taxes and assessments against the property are current; and,

WHEREAS, the applicant has no delinquent City fees; and,

WHEREAS, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Wintergreen's Golf & Grill On-Sale and Sunday Liquor License Renewal is hereby approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2022 through March 31, 2023.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING THE BREWER OFF-SALE AND TAP ROOM ON-SALE SUNDAY LICENSE RENEWAL APPLICATION FOR THUNDER BROTHERS BREWERY, INC

WHEREAS, Thunder Brothers Off-Sale and Tap Room On-Sale Sunday License will expire on March 31, 2022; and,

WHEREAS, the applicant has completed the renewal application from the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

WHEREAS, all taxes and assessments against the property are current; and,

WHEREAS, the applicant has no delinquent City fees; and,

WHEREAS, the applicant has passed a police activity review; and,

WHEREAS, the Police Department has reviewed the renewal application and that the applicant has not been cited for any state/local liquor law violations;

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

1. Thunder Brothers Brewer Off-Sale and Tap Room On-Sale Sunday Renewal is approved.
2. The effective date of the Brewer Off-Sale and Tap Room On-Sale Sunday License shall be April 1, 2022 through March 31, 2023.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Stephanie Hillesheim, Community Development Director
Date: March 1, 2022
Subject: Resolution 2022-XXX Approving Final Plat for Fairway Greens North (Phase 2)

At the January 19, 2021 City Council meeting, the Council approved the Preliminary Plat and Planned Unit Development for Fairway Greens North with conditions. The applicant Home Pride, Inc has applied for Final Plat approval of Phase 2. At this time only the final plat will be considered. The applicant and staff are still working on the development agreement. This approval will be for final plat of the second addition and will contain 21 lots. The development agreement will be considered for approval at a different meeting once all plans and agreements are completed.

Request:

Consider resolution 2022- XXX approving Final Plat for Fairway Greens North First (Phase 2).

Attachments:

- Resolution 2022-:XXX
- Plat
- City Engineers Memo

RESOLUTION 2022-XXX
APPROVING THE FINAL PLAT FOR FAIRWAY GREENS NORTH (PHASE 2)

WHEREAS, Home Pride Inc., has applied for Final Plat for phase 2 Fairway Greens North Addition, a 21-lot residential subdivision for 9.72 acres within PID 16.158.630, Isanti County, Isanti, Minnesota; and,

WHEREAS, the lots are part of the larger Fairway Greens North PUD and will be developed into phases/additions, each phase/addition will have their own development agreement; and,

WHEREAS, the City of Isanti Planning Commission held a public hearing on the proposed Preliminary Plat and PUD of Fairway Greens North Addition during the regular Planning Commission meeting held on January 19, 2021; and,

WHEREAS, the City of Isanti Planning Commission has recommended approval of the Preliminary Plat and PUD of Fairway Greens North with conditions; and,

WHEREAS, this approval is for the final plat of phase 2, the approval of the Development Agreement will be considered at a later date once final plans have been reviewed;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Isanti, Minnesota, that the requested Final Plat of Fairway Greens North Phase 2 be approved with the following conditions:

1. All comments and concerns in the City Engineers memos dated January 13, 2021, March 25, 2021 and August 31, 2021 should be met (minus second connection).
2. Minimum lot size shall be 9,600 square feet.
3. Setbacks for the principal structure shall be as follows: Front 30' Side 8' Rear 20'
4. Clarification on the lots along the golf course and what those setbacks will be.
5. A phasing plan shall be submitted.
6. Final Plat be submitted and approved for each addition.
7. The developer must enter into a Development Agreement with the City of Isanti, which will outline the general terms for the remainder of the development. Subsequent developments will require additional Development Agreements as the property is built out. Development fees will be charged to the developer at the time of each development agreement and based upon the City Fee Schedule.
8. The developer shall be responsible for any and all permits and approvals that may be necessary from other applicable governmental agencies. These permits and approvals shall be submitted to the City of Isanti and/or other governmental jurisdictions that may require said permits prior to development.
9. Any and all costs associated with the recording and processing of each subsequent Final Plat for additional phases shall be assumed by the developer.
10. The developer, at their cost must install sidewalks consistent with City Codes and Ordinances.
11. Any conditions added by the Planning Commission.
12. No parking at the entrance of the development on the north side of the road to the first

intersection, this shall be signed by the developer.

13. Park dedication credit may be given for the park shown per City Code requirements.

14. Documentation from the gas company approving driveways and ROW over the gas easement.

This resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Jeff Johnson, Mayor

Jaden Strand, City Clerk

KNOW ALL MEN BY THESE PRESENTS: That Homepride, Inc., a Minnesota corporation, owner and proprietor of the following described property situated in the County of Isanti, State of Minnesota, to wit:

Outlot F, FAIRWAY GREENS NORTH, according to the plat of record thereof, Isanti County, Minnesota.

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

Has caused the same to be surveyed and platted as FAIRWAY GREENS NORTH PHASE 2 and do hereby donate and dedicate to the public for public use forever the public ways shown on this plat and also dedicating the easements as shown on this plat for public utility and/or drainage purposes only.

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

Signature

Printed Name and Title

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument by _____ of Homepride, Inc., a Minnesota corporation, on behalf of the corporation, was acknowledged before me this _____ day of _____, 20____.

SIGNATURE _____ PRINTED NAME _____ (DO NOT USE STAMP)

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

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

Kyle J. Roddy, Land Surveyor
Minnesota License Number 42627

STATE OF MINNESOTA
COUNTY OF _____

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

SIGNATURE _____ PRINTED NAME _____ (DO NOT USE STAMP)

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

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

Isanti County Surveyor
Minn. License No. _____

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

Mayor _____ City Administrator _____

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

Isanti City Attorney

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

Chairperson

Altest _____ Secretary _____

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

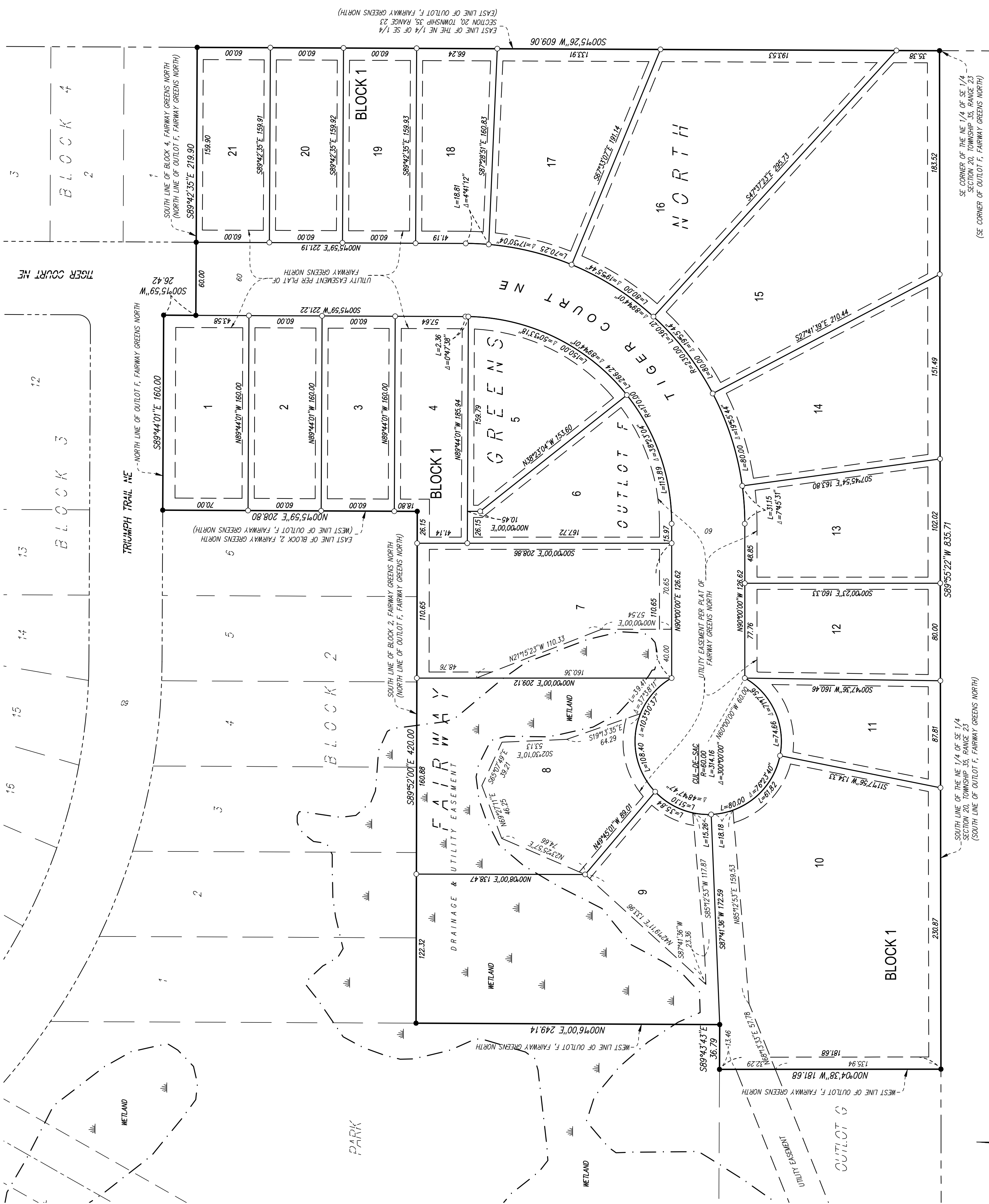
By _____ Deputy _____

Isanti County Auditor-Treasurer

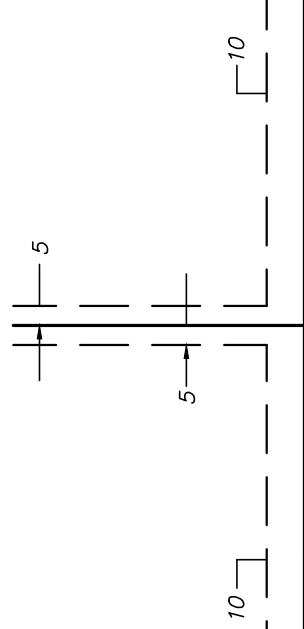
I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock ____M. and was duly recorded as Document No. _____.

County Recorder, Isanti County, Minnesota.

FAIRWAY GREENS NORTH PHASE 2



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



NOTE REGARDING WETLANDS

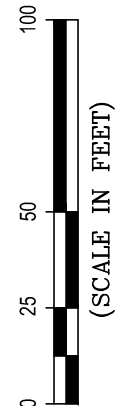
THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, UNITED STATES CORPS OF ENGINEERS AND OTHER WATER MANAGEMENT AGENCIES HAVE CATEGORIZED VARIOUS WETLANDS, WHICH ARE NOT ACKNOWLEDGED BY CHAPTER 505.01, SUBDIVISION 3 OF MINNESOTA STATUTES AND MAY NOT BE SHOWN HEREON. DEVELOPMENT OF LANDS CONTAINING SAID WETLANDS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

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 35, RANGE 23, ISANTI COUNTY, MINNESOTA (A.K.A. THE SOUTH LINE OF OUTLOT F, FAIRWAY GREENS NORTH), IS ASSUMED TO BEAR SOUTH 89 DEGREES 55 MINUTES 22 SECONDS WEST.

LEGEND

- DENOTES SET IRON PIPE WITH CAP MARKED RLS 42627
- DENOTES FOUND MONUMENT
- ⊙ DENOTES ISANTI COUNTY LAND CORNER MONUMENT



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH, AND ADJOINING STREET AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.



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Ramsey, MN 55303-5119

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MEMORANDUM

Date: August 31, 2021
To: Sheila Sellman, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Fairway Greens North 2nd Addition – Site Plan Review 2
City of Isanti, MN
Project No.: 0R1.123130

We have reviewed the Site Plan entitled “Fairway Greens North 2nd Addition” with a revision date of August 26, 2021.

The submitted “2nd Addition” plan set includes the extension of a city street and utilities. The general grading of the area as well as the installation of the watermain and sanitary sewer is included in the Fairway Greens North 1st Addition plan set.

We have reviewed the submitted plan set and have no further comments.

1. Additional Documents Needed:
 - a. Final Plat - Fairway Greens North 2nd Addition:
 - i. Isanti City Engineer label is shifted out of position.

We recommend approval of the 2nd Addition plan set and final plat once the above items are addressed.

Please contact me if you have any questions.

RESOLUTION 2022-XXX
A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING
AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ISANTI that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

ADOPTED by the Isanti City Council this 1st day of March, 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: March 1st, 2022
Subject: Site Plan Review and Conditional Use Permit for a Commercial Building with a drive-thru located at 291 5th Ave NE

Background: A presentation was given at the February 15, 2022 Planning Commission Meeting by the City's Community Development Specialist in regards to the site plans and conditional use permit for the proposed commercial building with a drive thru located at 291 5th Ave NE. Discussion was had between Planning Commission Members regarding building appearance, drive-thru accessibility, fire safety measures, maneuverability of vehicles, site design and landscaping. The applicant, Kassondra Buzzell of the Little North Boutique was present at the meeting and available for questions. Planning Commission members asked the applicant how large the tenant spaces in the building will be. Kassondra said that the three tenant spaces will be around 1,200 square feet each and the second-floor space will be larger. The applicant said that the conditions requested by city staff can be met and are reasonable. No one else from the public spoke at the public hearing.

The City of Isanti Planning Commission approved the Site Plans and Conditional Use Permit for a commercial building with drive-thru facilities with conditions at the February 15, 2022 Planning Commission meeting. Motion for approval with conditions passed 6-0.

Request: Consider adopting the resolution and findings of fact.

Attachments

- Resolution
- Findings of Fact
- Planning Commission Report with Exhibits

RESOLUTION 2022-XXX

A RESOLUTION APPROVING THE SITE PLANS AND CONDITIONAL USE PERMIT FOR A COMMERCIAL BUILDING WITH DRIVE-THRU FACILITIES LOCATED AT 291 5TH AVE NE

WHEREAS, Kassondra Buzzell of the Little North Boutique (applicant) has requested approval for site plans of a Commercial Building and a Conditional Use Permit for Drive-Thru Facilities at 291 5th Ave NE in the City of Isanti (PID 16.126.0070); and,

WHEREAS, the property is located in the “B-2” General Business District in which a *General Retail Establishment* is a permitted use; and,

WHEREAS, under Isanti Zoning Code Section 18, Subd.2(A) the construction of a new building is required to obtain approval of the Site Plan/Building Appearance; and,

WHEREAS, Section 21, Article 2: Conditional Use Permits, Subdivision 3(D) of the Zoning Ordinance establishes factors that the judgement of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed Conditional Use Permit request; and

WHEREAS, the proposed use for Drive-Thru Facilities meets all of the General Performance Standards of the Zoning Ordinance; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of Site Plans and Conditional Use Permit for a Commercial Building with Drive-Thru Facilities on February 15, 2022; and,

WHEREAS, the City of Isanti City Council reviewed the requested Site Plans and Conditional Use Permit at its regularly scheduled meeting on March 1, 2022;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that it adopts the Findings of Fact and Conclusion related to the requested Site Plans and Conditional Use Permit for a Commercial Building with Drive-Thru Facilities;

BE IT FURTHER RESOLVED that the requested Site Plans and Conditional Use Permit be hereby APPROVED subject to the following conditions:

1. Lighting Designs shall follow requirements in Subdivision 5 Outdoor Lighting Standards of Section 14 of Isanti’s City Zoning Ordinances
2. Trash enclosure must be illuminated for the safety of employees
3. Trash enclosure must be screened from lot lines and follow Section 14, subd.3 in the City’s Zoning Ordinances for Trash Enclosure Standards
4. All parking stalls around the perimeter of the site must have landscaping buffers to protect surrounding properties from vehicle headlight glare

5. A bicycle rack with at least 3 spaces shall be installed on site and follow Section 17, Subdivision 14 of the City's Zoning Ordinances when determining location
6. If outside mechanical equipment is needed on site, the location shall be shown on site plans and shall be shielded in accordance with Section 15, Subdivision 3 of the City's Zoning Ordinances
7. The outdoor patio area must be enclosed and have an outdoor trash/recycling receptacle
8. "Do not Enter" signs shall be placed on the west end of the service lane exit as well as the exit of the drive-thru lane
9. Handicapped Signs shall be installed in front of these three designated parking stalls
10. All signs shall need a sign permit when applicable to determine dimensions, design and locations
11. Applicant shall apply for all permits associated with the building including a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.
12. All other conditions listed in the City Engineer's memo, dated 2/7/2022.

This Resolution is hereby approved by the Isanti City Council this 1st day of March, 2022

Mayor Jeff Johnson

Attest:

Jaden Strand

City Clerk

FINDINGS OF FACT AND CONCLUSION

Request

Request by Little North Boutique for a Conditional Use Permit for a Drive-Thru Window located at 291 5th Ave NE.

Findings of Fact

1. The applicant is requesting approval of a Conditional Use Permit for Drive-Thru Facilities for the property located at 291 5th Ave NE.
2. The Property is zoned B-2, General Business District.
3. A public hearing on the matter was scheduled before the City of Isanti Planning Commission on February 15, 2022 at 7:00 p.m. at City Hall within the City Council Chambers.
4. Notice of the Conditional Use Permit application was published with the *County Star* on February 3, 2022. Notices were sent to all property owners located within 350 feet of the aforementioned address.
5. Section 21, Article 2: Conditional Use Permits, Subdivision 3(D) of the Zoning Ordinance establishes factors that the judgement of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed Conditional Use Permit request.

Conclusions

1. In review of the standards established in Section 21, Article 2, Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in italics*):
 - A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans. *The nature of the business and drive-thru service is consistent with the goals and objectives of Isanti's Comprehensive Plan. The subject property is serviced by city sewer and water.*
 - B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district. *Drive-Thru Facilities is a Conditional Use in the B-2 zoning district, applying for the CUP meets the purpose and intent.*

- C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort. *The establishment will not be detrimental or endanger the public.*
 - D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood. *The conditional use will not diminish or impair surrounding property values.*
 - E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *The conditional use will not impede on the normal and orderly development and improvement of surrounding property.*
 - F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed. *The site is served by City sewer and water, and will be able to reasonably accommodate the conditional use for the business' drive-thru facilities.*
 - G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located. *The conditional use meets this requirement.*
 - H. The conditional use complies with the general and specific performance standards as specified by within this Article. *The conditional use meets this requirement.*
2. Section 21, Article 2, Subd. 4 addresses performance standards for Conditional Use Permit. The standards and staff responses (*italicized*) are below:
- A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided. *Staff believes that the existing street is of sufficient capacity to accommodate the type and volume of traffic as a result of the drive-thru facilities.*
 - B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance. *The proposed CUP for drive-thru facilities will have the capacity for 8 vehicles in the drive-thru lane, as well as one waiting stall to prevent traffic conflicts. The drive-thru and future by-pass lane will not interfere with parking on site. All parking is met under Section 17 of this Ordinance.*

- C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles. *Parking for this development does not impact pedestrian circulation.*
- D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance. *Adequate off-street parking and off-street loading is provided in accordance with section 17 of this ordinance.*
- E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance. *The drive-thru will be located in a position that is away from off-street parking areas on site. The site is not adjacent to a residential area.*
- F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance. *The site is surrounded by other B-2 properties and Highway 65 Overlay District properties and is not adjacent to a residential district.*
- G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance. *The site is proposed to have tree plantings surrounding the perimeter of the site and drive-thru island and is in compliance with Section 15 of the City's Zoning Ordinance.*
- H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance. *Proposed lighting complies with the city's zoning code and will not cast a significant glare onto neighboring properties. This section is met.*
- I. The site drainage system shall be subject to the review and approval of the City Engineer. *The site drainage has been reviewed by the City Engineer and has been approved.*
- J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment. *The building features two story architecture with varying materials and colors and is visually appealing. The proposed architecture and materials will enhance the look and feel of the business district and will not cause a blighting influence to existing and potential buildings in the B-2 Zoning District.*
- K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance. *A trash enclosure is proposed in the southwest corner of the site off of the service lane behind the building. Outdoor trash and recycling will have to be provided in the outdoor patio seating area.*

- L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance. *The applicant will need to submit a sign permit for review of the freestanding and wall signs dimensions and location. All signage is intended to meet Section 16 of the City's Zoning Ordinances.*
- M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City. *The applicant will be required to obtain all proper licensing from the City, State, County, and Federal Governments as deemed necessary.*
- N. Any applicable business licenses mandated by City Code are approved and obtained. *The applicant may be required to obtain proper licensing from the City, State, County, and Federal Government as deemed necessary.*
- O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district. *The site is not adjacent to a residential district.*
- P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformities shall be eliminated. *This use complies with the performance standards of the zoning district.*
- Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein. *Any additional stipulations will be included in the Conditional Use Permit approved by the City Council.*

Decision

The City of Isanti Planning Commission reviewed the request after a public hearing was held on February 15, 2022. The staff memo, and attachments shall be made part of the Findings of Fact and Conclusion.

Planning Commission Recommendation: Motion by Lundeen, seconded by Bergley to recommend approval of the Conditional Use Permit for Drive-Thru Facilities at 291 5th Ave NE. Motion for approval passed 6-0.



MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: 2/15/2022

SUBJECT: Site Plan Review and CUP Approval for a Commercial building for Little North Boutique with a drive-thru located at 291 5th Ave NE

Request: The applicant, Kassondra Buzzell is requesting site plan and CUP approval for a proposed commercial building with a drive thru located at 291 5th Ave NE for Little North Boutique.

Overview/Background: The applicant would like to construct a commercial building on a 1.5-acre vacant lot located at the corner of 5th Ave NE and Cherrywood St NE. This parcel is currently zoned B-2 General Business in which a "General Retail Establishment" is a permitted use. This vacant lot is part of the Anlauf Commercial Park and will be able to use the existing stormwater pond to the west of the site for stormwater runoff.

The building is proposed to be 9,720 square feet and will consist of the Little North Boutique retail space, a connected ice cream shop, office space, storage rooms and 3 tenant spaces with separate mechanical rooms and restrooms. There is a proposed drive-thru on the east side of the building for one of the tenant spaces. An outdoor patio is proposed for use during seasons that would allow for customers of the ice cream shop to sit outside. The site is designed to accommodate nine cars in the drive-thru area, with a designated bypass lane running parallel to the drive-thru lane. A total of 54 parking stalls are displayed on the site plans, with three of these stalls designated as handicap accessible.

Analysis of Application: The site plan for the building shall comply with the following requirements for the B-2 General Business District:

Lot Requirements

- Lot Size 1 acre

The area of the parcel is 67,200 square feet and roughly 1.5 acres in size.

Setbacks and Height Restrictions – Principal Building

- Front Yard Setback 30 feet
- Side Yard Setback 15 feet
- Street Side Yard Setback 20 feet
- Rear Yard Setback 15 feet
- Maximum Building Height 3 Stories or 45 ft, whichever is less

The proposed building will be located on the south side of the lot and will meet all required setbacks. The building will have a second level for retail but will not exceed the 45 ft height requirement.

Impervious Surface Coverage

Twenty-five (25) percent of the total lot area shall consist of green space. Five (5) percent of the total lot area shall be green space within the parking perimeter. (Ord. No. 618)

The summary chart on the site plans displays an impervious surface amount proposed at 71%. The landscaping requirement of 25% of the total lot area as green space will be met for this development.

Parking Lot Setbacks

- Front Yard Setback 10 feet
- Rear Yard Setback 10 feet
- Street Side Yard Setback 10 feet
- Side Yard Setback 10 feet

Parking areas on site will meet the required 10-foot setbacks from property lines.

Parking Standards

Number of Required Parking Spaces

The following minimum number of off-street parking and loading spaces shall be provided and maintained:

6,000 sq ft retail space: 1 space per 250 sf = 24 parking stalls

1,200 sq ft ice cream shop: 1 space for every 3 seats and 1 space for each employee on the peak shift = estimated around 12 parking stalls

Based on this number of required parking spaces standard and the use of the commercial building, the site will be required at least 36 parking spaces in which two stalls would need to be designated as handicap accessible. The site plans indicate 54 parking stalls, in which three parking stalls are designated as handicap accessible. The site plans meet the required number of parking spaces for the development.

Stall, Aisle and Driveway Design

- A. Except in the case of single-family dwellings, two-family dwellings, and townhouses, parking areas shall be designed so that circulation between parking aisles or driveways occurs within the designated parking lot and does not depend upon a public street or alley, and such design does not require backing into the public street.

TABLE 9: Parking Lot and Parking Stall Dimensions

Angle of Parking	Stall Width	Curb Length Per Car	Stall Length	Aisle Width One Way	Aisle Width Two Way
90 degrees	9 feet	9 feet	19 feet	26 feet	26 feet

The site features 90-degree parking stalls and will follow the required stall dimensions of 9 feet in width and 19 feet in length. The drive aisle widths are proposed at 26 feet and meet the requirement for two-way vehicle circulation.

Handicapped Parking Requirements

The number of handicapped parking stalls required shall be in accordance with the following table:

TABLE 10: Required Number of Handicapped Parking Spaces

Total Number of Parking Spaces in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3

- A. Each designated handicapped space shall be eight (8) feet in width with an adjacent five (5) foot wide access aisle. Total space width of thirteen (13) feet.
- B. A designated van accessible space shall be eight (8) feet in width with an adjacent access aisle totaling eight (8) feet in width. Total space width of sixteen (16) feet.
- C. Designated handicapped spaces shall be provided along an accessible route located as near as possible to an accessible entrance.
- D. Each space shall contain signage with the international symbol of accessibility. Indicating that a permit is required and notifying of a two hundred (200) dollar maximum fine for violation.

There are three designated handicapped stalls on site which are proposed at 9 ft in width and will have two 9 ft wide access aisles in between the two stalls. The handicap stalls are located near the building and will have an accessible sidewalk with a curb ramp in the front of the

building. There are not handicapped signs displayed on the plans, but will need to be installed as a condition of approval.

Bicycle Parking

Bicycle parking is required for all new construction commercial developments in the city and is determined by the number of required car parking stalls. Since this site is required 54 parking stalls, the development will need 3 required bike parking spaces. The site plans do not indicate a location for bicycle racks. The location for bicycle racks shall follow the requirements set forth in Section 17, Subdivision 14 of the City's Zoning Ordinances.

Surfacing

All areas devoted for parking space and driveways shall be surfaced with asphalt, concrete, or other surface materials, as approved by the City Engineer, suitable to control dust and drainage. All parking areas shall be designed to control surface runoff to adjacent properties either with curbing or grading techniques.

The parking areas and drive-thru lanes are proposed to be surfaced with standard duty asphalt. Drive aprons around the site entrances, sidewalks and the outdoor seating patio will be surfaced with concrete.

Lighting

Any lighting used to illuminate off-street parking areas, signage, or buildings shall be directed away from residential properties and shall meet the standards as stipulated within Section 14 of this Ordinance.

Outdoor Lighting Standards

- A. Prohibited Lighting: No use or structure shall be operated or occupied as to create light or glare in such an amount or to such a degree or intensity as to constitute a hazardous condition, or as to unreasonably interfere with the use and enjoyment of property with by any person or normal sensitivities, or otherwise as to create a public nuisance.
- B. Minimum Standards: All uses shall comply with the following standards except as otherwise provided in this section:
 - 1. Lighting fixtures shall be effectively shielded and arranged so as not to shine directly on any residential property. Lighting fixtures not of a cutoff type shall be subject to the following:
 - a. Maximum initial lumens generated by each fixture shall not exceed two thousand (2,000) lumens (equivalent to a one hundred fifty (150) watt incandescent bulb).
 - b. Mounting heights of such fixtures shall not exceed fifteen (15) feet.

2. Lighting shall not create a sensation of brightness that is substantially greater than ambient lighting conditions so as to create annoyance, discomfort, or decreased visual performance or visibility.
3. Lighting shall not directly or indirectly cause illumination or glare in excess of one-half (1/2) foot candle measured at the closest residential property line and five (5) foot-candles measured at the street curb line or non-residential property line nearest the light source.
4. Lighting shall not create a hazard for vehicular or pedestrian traffic.
5. Lighting of building facades or roofs shall be located, aimed, and shielded so that light is directed only onto the façade or roof.
6. Lighting shall be maintained stationary and constant in intensity and color, and not be of a flashing, moving, or intermittent type.
7. Business and industrial zoned property must light the trash enclosure areas for the safety of their employees.

A photometrics plan was submitted with foot candle readings on the site. Based on the foot candle readings on the photometrics plan these light sources will meet all criteria listed in Section 14 of the City Zoning Ordinance. Two downlit light poles are proposed to be placed in each island around the parking areas and wall sconce lighting is proposed on the exterior of the building. The trash enclosure must be illuminated for the safety of employees.

Visibility

No sign shall be so located as to restrict the sight, orderly operation, and traffic movement within any parking area.

There is a proposed sign near the curb cut on Cherrywood St NE that is shown to be setback over 20 feet from the roadway. It is not expected that this will restrict visibility of traffic entering or exiting the site.

Curbing

Except for single-family dwellings, two-family dwellings, and townhouses, all parking areas located in the R-1, R-2, R-3, and R-4 as well as B-1, B-2, B-3, CBT, RC, I-1, or S-1 zoning districts must have curb and gutter around the perimeter of the parking lot.

Concrete curbing and gutters will extend around all parking areas and the drive-thru/service area lanes. Any modifications needed to the curbing will be addressed in the City Engineer's report dated 2/7/2022.

Striping

All parking stalls shall be marked with either yellow or white painted lines not less than four (4) wide.

Four-inch-wide white striping shall be used across the site for designated parking stalls.

Curb Cuts

The curb cut proposed along Cherrywood St NE is proposed at 28 feet in width and the curb cut along 5th Ave NE is proposed at 24 ft in width. These comply with City Standards.

Exterior Building Materials

These standards are intended to ensure coordinated design of building exteriors, additions and accessory structure exteriors in order to prevent visual disharmony, minimize adverse impacts on adjacent properties from buildings which are or may become unsightly, and buildings that detract from the character and appearance of the area. It is not the intent of this division of unduly restrict design freedom when reviewing and approving project architecture in relationship to the proposed land use, and site characteristics.

A. The exterior wall finishes on any building shall be comprised of one or more of the following materials:

1. Face brick.
2. Natural stone.
3. Glass.
4. Decorative concrete block as approved by the City Council.
5. Specifically designed pre-cast concrete units; if the surfaces have been integrally treated with an applied decorative material or texture.
6. Masonry stucco.
7. Other comparable or superior material as recommended by the Planning Commission and approved by the City Council.
8. No more than 75% of the building sides visible from Highway 65 may be constructed of decorative concrete block, pre-cast concrete or stucco.
9. The exterior of the building shall have varied and interesting detailing. Large unadorned walls shall be prohibited (50' or more). All large walls viewable from Highway 65 must be relieved by architectural detailing, such as change in materials, change in color, offsets, or other significant visual relief provided in a manner or at intervals in keeping with the size, mass and scale of the wall and its views from the public right-of-way.

10. Exterior building material colors shall be complimentary of other buildings within the district.
11. Exterior elevations of all sides of a proposed building noting the material and color of each component, to include exterior building materials, awnings, mechanical screening material, fencing and the like, shall be submitted with the site plan for determination of compliance with the above requirements.
12. Mechanical equipment
 - a. Ground equipment shall be screened per Section 14, Subdivision 4 Mechanical Equipment.
 - b. Rooftop mechanical equipment, and head-houses for elevators and stairs, shall be concealed from public view.

B. All subsequent additions and accessory buildings constructed after the erection of the original building or buildings, shall be constructed with exterior finishes comprised of the same materials as the original structure(s).

Exterior building materials include board & batten siding around building entrances, horizontal smart siding around the majority of the building, boulder creek stone, and black asphalt shingles for the roof. Siding color will vary across the frontage of the building between a snowscape white and abyss black. The boulder creek stones will be a dark gray color around the wainscoting of the tenant spaces and in the center of the building frontage. The exterior of the building has varied detailing with materials and colors and will be visually appealing in this commercial district.

Screening, and Landscaping

A. Fencing and Screening. Fencing and screening of the following shall be in accordance with Section 15 of this Ordinance.

1. The ground level view of mechanical utilities shall be completely screened from adjacent properties and streets, or designed to be compatible with the architectural treatment of the principal structure.

Mechanical equipment is not displayed on site plans.

2. External loading and service areas shall be completely screened from the ground level view of adjacent residential and commercial properties, and adjacent streets.

There are no loading and service areas displayed on site plans. A building of this size does not require a designated loading area.

3. When abutting or directly across the street from a Residential District, a fencing and/or screening is required.

The site does not abut a residential area.

4. Refuse and Garbage receptacles shall be stored within the principal structure, within an attached structure accessible from the principal structure, or totally fenced or screened in accordance with this ordinance.

The refuse and garbage receptacles will have surrounding landscaping of deciduous shrubs for screening. The receptacles shall be completely enclosed with similar architecture to the principal building.

5. Light from automobile headlights and other sources shall be screened when adjacent to a residential district.

The site does not surround a residential area.

- B. Landscaping. The site shall be landscaped in accordance with an approved landscape plan. All lots shall be sodded with four (4) inches of topsoil. One (1) tree shall be provided for every 10,000 square feet of lot or one (1) tree per fifty (50) feet of road frontage, whichever is greater.

The landscaping plan proposes to include 13 trees on site with a majority of these trees lining the perimeter of the site. Trees are also proposed within the interior islands of the parking areas. The City Landscaping Ordinance requires that the site have at least 11 trees based on the lot frontage calculation (1 tree per 50 ft of lot frontage) and the proposed amount of 13 trees will meet this standard. The tree species and plantings proposed on the landscaping plan are consistent with the City Tree List and are permitted to be planted on site. Rock mulch will be placed around the interior islands where there will be a mix of deciduous and coniferous plantings. Sod will be placed mostly around the perimeter of the site in between the parking lot curbing and property lines.

Outdoor Seating

Food service businesses, including, but not limited to, bakeries, delicatessens, coffee shops, and restaurants, may provide temporary outdoor seating as an accessory use for their patrons, provided the following requirements are met:

- A. An administrative permit shall be reviewed and approved by the City Planner or his/her designee. If the proposed outdoor seating area abuts a residential district, then a Conditional Use Permit is required.

The outdoor seating area does not abut a residential district and a Conditional Use Permit will not be required.

- B. Seating and furniture shall enhance the appearance of the business.

According to the site plans there will be three circular tables in the patio area which will give customers an option to sit outside. This will enhance the appearance of the business.

- C. Seating areas shall be located in a controlled or cordoned area with at least one (1) opening to an acceptable pedestrian walk. When a liquor license is involved, an enclosure is required and the enclosure shall not be interrupted. Access to such area shall be through the principal building only. Signage shall be displayed that restricts the consumption of alcohol outside of the designated outdoor seating area.

The site plans do not display the outdoor patio having any barriers to make it a controlled area.

- D. Seating shall be located and designed so as not to interfere with pedestrian and vehicular circulation.

The seating area is located on the west side of the building on a widened sidewalk and will not interfere with pedestrian or vehicular circulation.

- E. Seating areas shall be equipped with trash receptacles and shall be periodically reviewed for litter pick up.

The plans do not illustrate a trash receptacle within the outdoor patio area. This seating area will need to have a receptacle to maintain trash caused from the customers eating outside.

- F. Seating areas shall not have loud speakers or audio equipment that is audible from adjacent property lines. All exterior sound equipment shall be shut off by ten (10) o'clock p.m.

The seating area is on the west end of the site and directly abuts an outlot that is used as a stormwater pond. Audio equipment will be allowed as long as it is not audible to adjacent properties and is limited to business hours not past 10 p.m.

- G. Lighting shall be permitted to the extent that it only illuminates the designated seating area.

Lighting for the seating area will come from wall sconces on the exterior of the building. The photometrics plan does not show a light source specifically for the outdoor seating area.

- H. Seating areas shall not obstruct required accesses, entrances, and exits into the business establishment; but shall be located adjacent to the principal use.

The seating area is located on the west side of the building on an extended sidewalk and will not obstruct or interfere with any accesses into the establishment.

- I. Seating shall not be located in such a manner as to obstruct parking spaces. No additional parking is required for thirty (30) seats or less. Any additional seating

over thirty (30) seats shall provide required parking based on one (1) space per three (3) seats.

Seating will not exceed 30 spots and will not require additional parking stalls on site.

- J. Any proposed outdoor seating plan over fifty (50) seats shall be reviewed as a Conditional Use Permit.

The seating area is proposed to have 3 tables with 4 seats for a total of 12 seats and will not need a Conditional Use Permit.

Refuse and Trash Receptacle Enclosures

- A. Refuse. All lots within all zoning districts shall be maintained in a neat and orderly manner. No rubbish, salvage materials, junk, or miscellaneous refuse shall be openly stored or kept in the open when the same is construed by the City Council to be a menace or nuisance to the public health, safety, or general welfare of the City, or to have a depressing influence upon property in the area.
- B. Trash Dumpsters and Garbage Receptacles Required: All new uses and buildings in all zoning districts, with the exception of the “R-1”, “R-2”, and “R-3A” Districts; shall have trash dumpsters or garbage receptacles provided on the parcel or lot and be adequately screened and enclosed. The location of trash dumpsters and garage receptacles shall be approved during the site plan approval process.
- C. Standards for Trash Enclosures: Trash dumpsters and garbage receptacles shall be screened from all lot lines and public roadways, in accordance with the following provisions:
1. The screening devices shall be designed so that they are architecturally harmonious with the principal structures on the site and shall meet the requirements as specified in Section 15 of this Ordinance.
 2. Trash enclosures shall be lit.
 3. Trash enclosures shall be of an adequate size to accommodate all refuse and recyclables.
- D. Enclosure and Receptacle Maintenance Required: Fencing and landscaping for trash dumpsters and garbage receptacles shall be maintained in good condition and shall be kept litter-free at all times.

The trash receptacle is proposed to be located in the southwest corner of the site and be accessed from the service lane drive around. The landscaping plan shows the trash receptacle area surrounded by shrubs. It is not identified on plans how the trash receptacles will be enclosed and designed. The trash enclosure shall be designed so that it is architecturally harmonious with the principal structure on the site. The trash enclosure will also have to be illuminated for the safety of employees.

Mechanical Equipment

Mechanical equipment shall be screened from the public right-of-way and from adjacent residential properties. Screening shall be compatible with the principal building and shall be provided in accordance with the regulations as provided within Section 15, Subdivision 3 of this Ordinance.

Outside mechanical equipment is not displayed on site plans; however, the floor plans show each tenant space and the boutique retail space having separate mechanical rooms inside the building. If any outside mechanical equipment is needed it should be displayed on site plans where it will be located. Screening shall also be provided in accordance with Section 15, Subdivision 3 of the City's Zoning Ordinances if outside mechanical equipment is needed.

Drive-Thru Facilities

Permitted by a Conditional Use Permit only as an accessory use to a business or restaurant providing the following requirements are met:

- A. No drive-thru window shall be adjacent to a public street.

The proposed drive-thru window will be located on the east side of the building and will not be directly adjacent to a public street.

- B. Drive-thru facilities shall be limited to one (1) service window which is part of the principal structure and not more than two queuing lanes, unless approved along with additional landscaping, screening, or other pedestrian amenities such as fencing, seating, raised pedestrian crossings, etc.

The exterior building elevations display one drive-thru window and one designated queuing lane.

- C. There shall not be any additional curb cuts on a public right-of-way exclusively for the use of drive-thru queuing or exit lanes. Drive-thru traffic shall enter and exit from internal circulation drives.

The curb cuts will be located on 5th Ave NE and Cherrywood St NE to access the site. These curb cuts will not be used exclusively to enter the drive thru lanes.

- D. Queuing space for at least four (4) cars or seventy (70) feet shall be provided per drive-thru service lane as measured from but, not including the first drive-thru window or teller station.

The drive-thru lane will be able to accommodate 8 cars in addition to the queuing space at the drive-thru window.

- E. Queuing space shall not interfere with parking spaces or traffic circulation with the parking lot or upon the public right-of-way.

Queuing space is located on the east side of the building and will wrap around a landscaping island, which is separated from the parking area on site. A total of 9 cars will be able to fit in the queuing lane and is not expected to back up traffic on site or onto the public right of way.

- F. Alcoholic beverages shall not be served.

There will be no alcoholic beverages sold on site.

- G. Exterior loud speakers shall be located a minimum of one hundred fifty (150) feet from any parcel containing a residential use and such speakers shall comply with the noise regulations as provided within Isanti City Code of Ordinances.

The site does not border a residential area.

- H. A by-pass lane shall be provided, allowing autos to exit the drive-thru lane from the stacking lane.

A by-pass lane is not provided that runs parallel to the drive thru lane, allowing vehicles to exit the drive-thru lane from the stacking lane. The curbing shows a 12 ft width of the drive-thru lane which will need to be extended to provide a by-pass lane.

- I. Screening of automobile headlights must be provided. Screening shall be at least three (3) feet in height and fully opaque. Screening shall consist of a wall, fence, dense vegetation, berm or grade change or similar screening as determined to be acceptable by the City Council.

The landscaping plan displays large trees surrounding the perimeter of the parking area on the north and east sides of the site. These trees will provide partial screening of automobile headlight glare from the parking stalls but there are gaps in the landscaping where shrubs could be planted to eliminate this issue. A 2 ft high retaining wall is proposed along the west boundary line which will partially shield the 6 parking stalls on this side of the site.

Signs

The site proposes wall signage on the front of the building and one freestanding sign near the curb cut on Cherrywood St NE. All signage on site will need to have a sign permit and be reviewed by city staff to ensure that the location, design and dimensions meet the requirements listed in Section 16 of the City Zoning Ordinances.

Staff Recommendation: Staff recommends approval of the proposed commercial building located at 291 5th Ave NE with the following conditions:

Conditions:

- Lighting Designs shall follow requirements in Subdivision 5 Outdoor Lighting Standards of Section 14 of Isanti's City Zoning Ordinances

- Trash enclosure must be illuminated for the safety of employees
- Trash enclosure must be screened from lot lines and follow Section 14, subd.3 in the City's Zoning Ordinances for Trash Enclosure Standards
- All parking stalls around the perimeter of the site must have landscaping buffers to protect surrounding properties from vehicle headlight glare
- A bicycle rack with at least 3 spaces shall be installed on site and follow Section 17, Subdivision 14 of the City's Zoning Ordinances when determining location
- If outside mechanical equipment is needed on site, the location shall be shown on site plans and shall be shielded in accordance with Section 15, Subdivision 3 of the City's Zoning Ordinances
- The outdoor patio area must be enclosed and have an outdoor trash/recycling receptacle
- "Do not Enter" signs shall be placed on the west end of the service lane exit as well as the exit of the drive-thru lane
- Handicapped Signs shall be installed in front of these three designated parking stalls
- All signs shall need a sign permit when applicable to determine dimensions, design and locations
- Applicant shall apply for all permits associated with the building including a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.
- All other conditions listed in the City Engineer's memo, dated 2/7/2022.

Attachments:

- Site Plans
- Floor Plans
- Landscaping Plans
- Exterior Elevations
- Engineer's Memo Dated 2/7/2022
- Fire Chief's Memo

8.518 CURB & GUTTER
(TYP)

CHERRYWOOD STREET NE

S89°54'01"E 273.41

10 FT. DRAINAGE & UTILITY
EASEMENT (PER PLAT)

L=28.00
Δ=26°44'03"
R=60.00

SIGNAGE

54 TOTAL
STALLS

2' HIGH
RETAINING WALL

S0°05'59"W 229.72

PATIO

26' WIDE
DRIVE

HANDICAP
CURB CUT

BOUTIQUE
9,720 SF
FFE 943.0

PICK-UP &
WINDOW

ONE-WAY
DROP-OFF

20' ONE-WAY
SERVICE DRIVE

TRASH

5 FT. DRAINAGE & UTILITY
EASEMENT (PER PLAT)

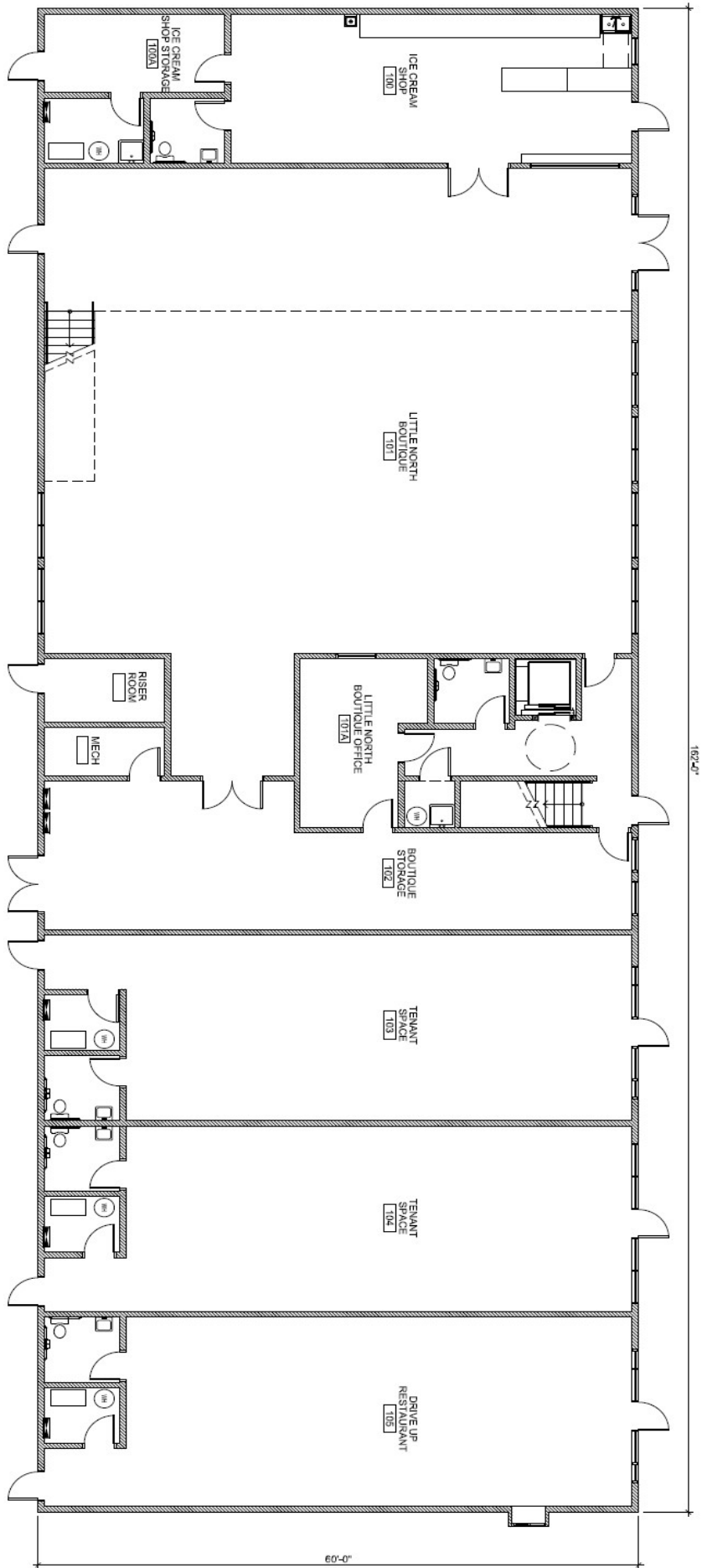
2' HIGH
RETAINING WALL

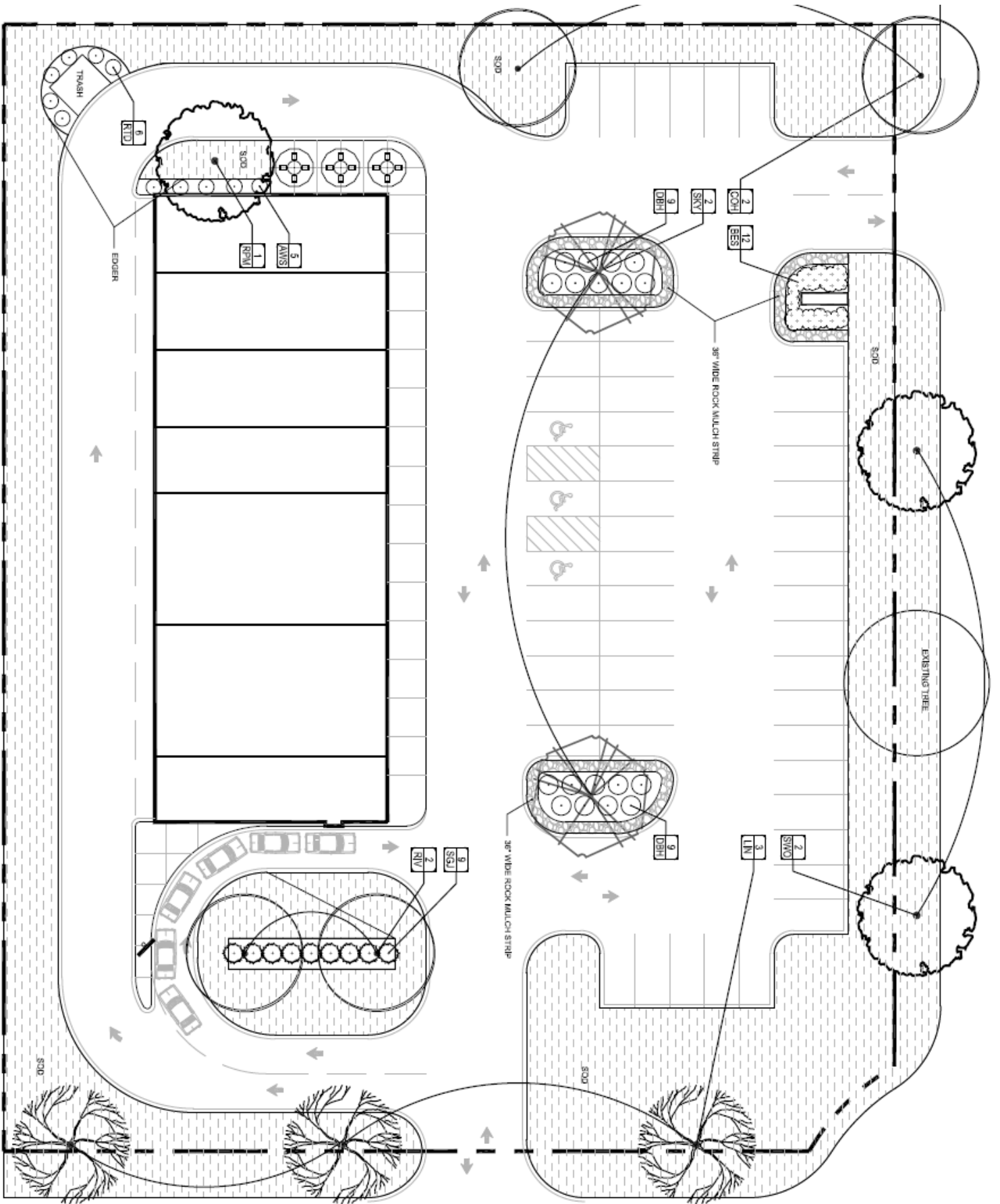
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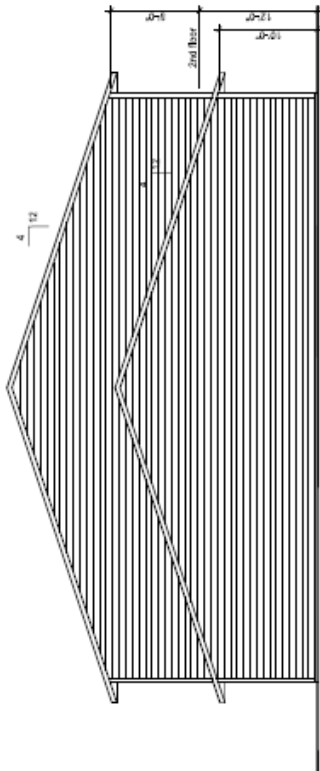
N0°05'59"E 210.67

5TH AVENUE NE

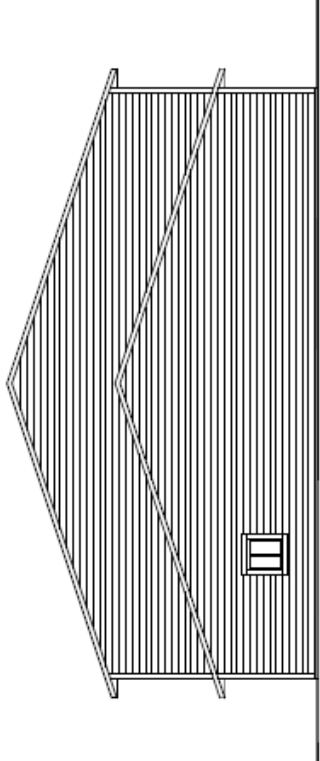
OUTLOT A



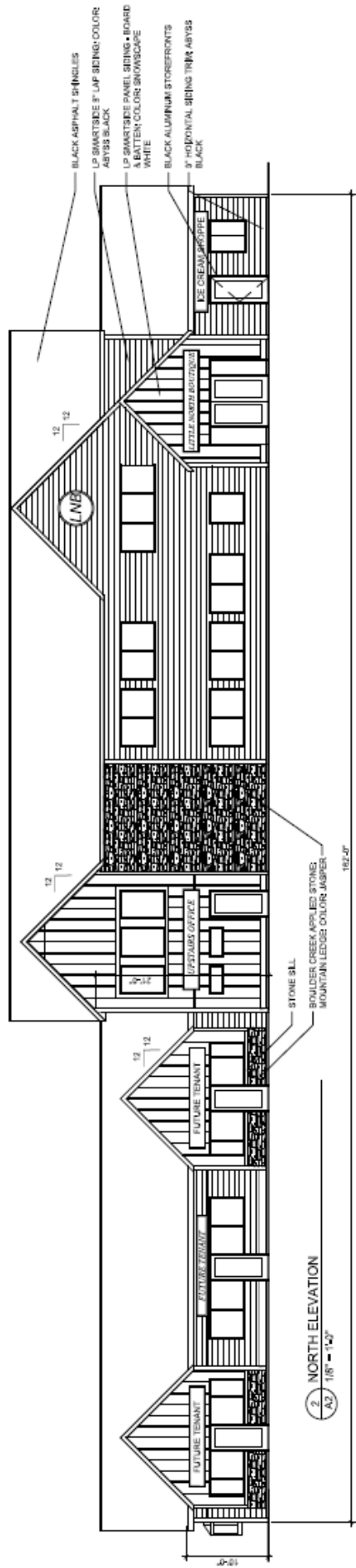




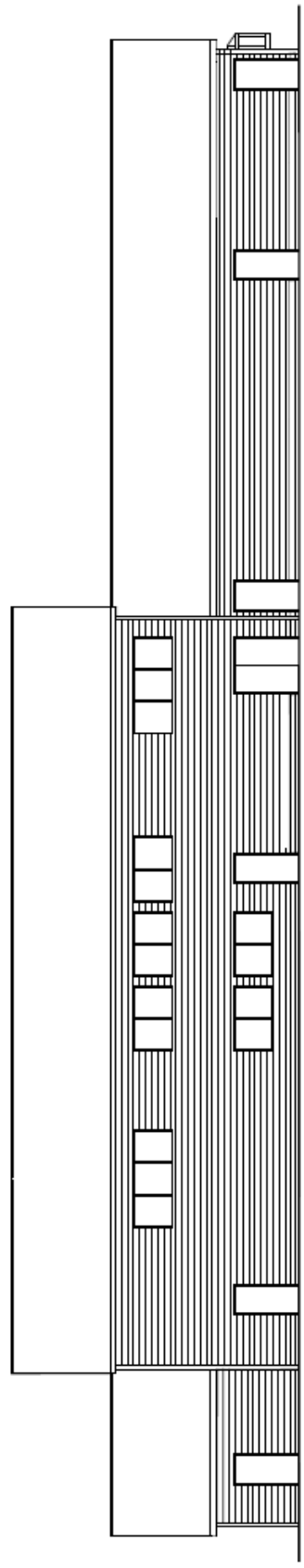
3 WEST ELEVATION
A2 1/8" = 1'-0"



4 EAST ELEVATION
A2 1/8" = 1'-0"



2 NORTH ELEVATION
A2 1/8" = 1'-0"



1 SOUTH ELEVATION
A2 1/8" = 1'-0"



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7533 Sunwood Drive NW
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Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
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MEMORANDUM

Date: February 7, 2022
To: Stephanie Hillesheim, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Little North Boutique - Plan Set - Engineering Review
City of Isanti, MN
Project No.: 0R1.123130

We have reviewed the plan set entitled "Little North Boutique" with a revision date of January 28, 2022. The project includes the construction of a new building with multiple tenant spaces and a parking lot. We have reviewed the submitted documents and have the following comments:

Title Page C-1:

1. Legend notes C-7 SWPPP but this page appears to be missing.

Site Plan C-4:

2. A concrete valley gutter will be needed at each proposed entrance. See attached detail.
3. Depict where gutter out curb will be used.
4. A bypass lane is required on the drive through.
5. Post signage and striping to designate One-Way road or widen loop to 24-ft F-F and modify drive through area on east end.
6. Submit retaining wall detail.

Grading Plan C-7:

7. Show spot elevations on curb lines at grade breaks.
8. Label curb grades and pavement grades with flow direction.
9. Detail ped ramp in front of building to show ADA compliance. It appears cross slopes in walkways will exceed 2%.
10. Note walk height along north side of building. Submit detail for thicken edged walk if planned to expose north side as curb.

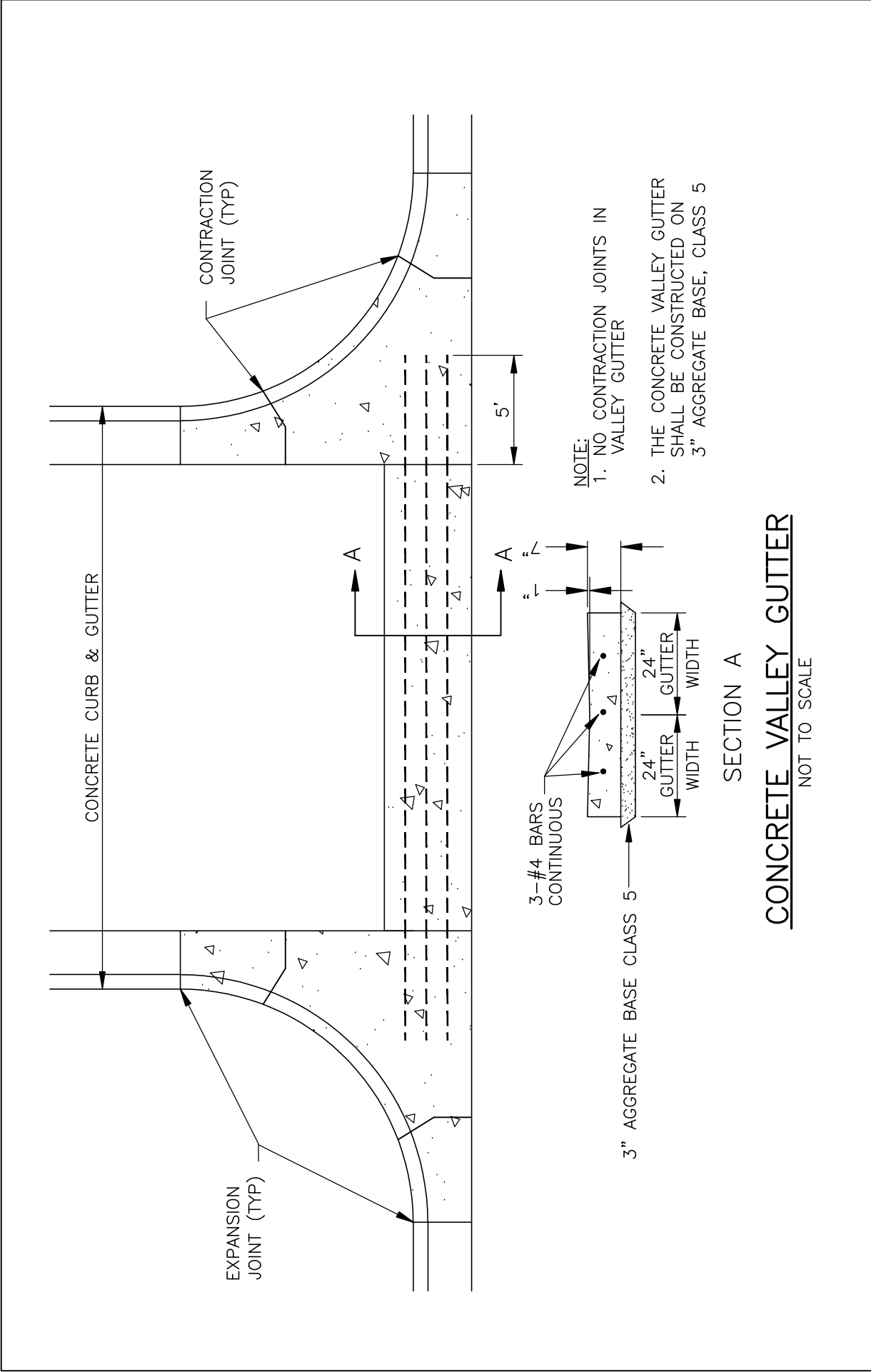
Utility Plan C-8:

11. Separate sewer and water service lines will be required with for each separate tenant space. New lines will need to be cut into the sanitary main in the street. The 5 separate water services may be able to tap onto the existing 8" water stub that extends to the parcel, but each water service will need to have a curb stop at the ROW.
12. Storm may discharge directly into Outlot A pond instead of piping all the way to the east if found to be cost effective. Would need adequate apron, riprap, and slope stabilization into pond.
13. Keep waterline 10 feet from adjacent utilities, specifically noted near CB D, install 45-degree bends in lieu of 90-degree to make corner.

Stormwater:

14. See attached SWPPP checklist and make necessary revisions to address all missing items.
15. Submit NPDES permit to City prior to work beginning on site.

We recommend approval of the plans once the above comments are addressed.



CONCRETE VALLEY GUTTER		BMI DETAIL PLATE NO: 7-100	APPROVAL: STDS COMM. SPRING, 2006	DATE:	DETAIL LOG
PATH: Y:\7-100		REMARKS:		REVISIONS:	DATE:
ORIG. PROJ:					
PROJ. #:		ENG/TECH:			



SWPPP Checklist

Construction Stormwater Permit Program

Doc Type: Stormwater Pollution Prevention Plan (SWPPP)

Background: This checklist is based on the checklist used by Minnesota Pollution Control Agency (MPCA) staff for Stormwater Pollution Prevention Plan (SWPPP) reviews.

Site Information

Applicant: Little North Boutique, Kasi Buzzell Project name: Little North Boutique
Application date: 1/28/22 Reviewer name: Jasmin Cook

SWPPP Narrative

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Describe the nature of the construction activity? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Address the potential for a discharge of sediment and/or other potential pollutants from the site? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Propose erosion prevention and sediment control Best Management Practices (BMPs). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Identify the entity (name or title) responsible for performing future Operations and Maintenance (O&M). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Identify the training requirements are satisfied. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Describe project phasing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Describe final stabilization methods for all exposed areas? (may be in narrative or on plan sheets) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Identify stormwater management measures needed to mitigate impacts identified as a result of environmental, historical, archaeological, or rare species reviews conducted for the project? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Identify additional measures being taken to protect Drinking Water Supply Management Areas? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If site discharges to special water or impaired reach, identify any site areas discharging to the special or impaired reach? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Identify construction areas that are adjacent to and drain to Public Waters for which the Minnesota Department of Natural Resources (DNR) has promulgated "work in waters restrictions" during specified fish spawning time frames. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | The SWPPP must account for expected amount, frequency, intensity, and duration of precipitation. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | The SWPPP must account for nature of stormwater runoff and run-on at the site. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | The SWPPP must account for the range of soil particle sizes expected to be present on the site. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | For design requirements or SWPPP components where Permittee determines that compliance with the requirement is infeasible; the SWPPP must document that determination and the substitute BMPs. |

SWPPP Plan Sheets

SWPPP sheet listed as G-7 on title page legend but not included in set

- | Yes | No | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Existing and final grades. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Locations and types of all temporary and permanent (including infiltration areas) ESC BMPs. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Stormwater flow directions and surface water divides for all pre- and post-construction drainage areas. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Impervious areas (Pre- and Post-Construction). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Soil types. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Locations of potential pollutant-generating activities. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Locations of areas not to be disturbed (buffer zones). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tabulated quantities of all erosion prevention and sediment control BMPs. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Location of areas where construction will be phased to minimize duration of exposed soil areas. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Areas of steep (3:1 or greater slope). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Locations of all wetlands, surface waters, and storm ponds that will receive pre- or post-construction site runoff. |

Stormwater Discharge Design

- | Yes | No | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|-------------------------------------|---|-----|----|--|--------------------------|--------------------------|--|--------------------------|--------------------------|---------------------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | For any stormwater flow that will be channelized at the site, the stormwater controls must be designed to control both peak flowrates and total stormwater volume to minimize erosion at outlets and to minimize downstream channel and streambank erosion. | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are Temporary Sediment Basins required on site? | | | | | | | | | | | | | | | | | | |
| | | <table border="0"><thead><tr><th>Yes</th><th>No</th><th></th></tr></thead><tbody><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>Adequately sized and appropriately located</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>Designed to prevent short circuiting?</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>Outlets designed to remove floating debris, withdraw from the surface, and allow complete drawdown?</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>Do outlets have energy dissipation?</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>Have a stabilized emergency spillway?</td></tr></tbody></table> | Yes | No | | <input type="checkbox"/> | <input type="checkbox"/> | Adequately sized and appropriately located | <input type="checkbox"/> | <input type="checkbox"/> | Designed to prevent short circuiting? | <input type="checkbox"/> | <input type="checkbox"/> | Outlets designed to remove floating debris, withdraw from the surface, and allow complete drawdown? | <input type="checkbox"/> | <input type="checkbox"/> | Do outlets have energy dissipation? | <input type="checkbox"/> | <input type="checkbox"/> | Have a stabilized emergency spillway? |
| Yes | No | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Adequately sized and appropriately located | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Designed to prevent short circuiting? | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Outlets designed to remove floating debris, withdraw from the surface, and allow complete drawdown? | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Do outlets have energy dissipation? | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | Have a stabilized emergency spillway? | | | | | | | | | | | | | | | | | | |

Which method of permanent stormwater treatment has been selected?

Yes No

☐ ☒ Are calculations/computer model results included to demonstrate the design and adequacy?

☐ ☒ Is adequate maintenance access provided?

☐ ☒ Infiltration or filtration

Yes No

☐ ☐ Is infiltration/filtration appropriate to the site and land uses?

☐ ☐ Phasing to ensure excavation of infiltration system after drainage area stabilized?

☐ ☐ Rigorous sediment and erosion controls to keep sediment and runoff away from the system?

☐ ☐ Is a pretreatment device planned?

Yes No

☒ ☒ Wet sedimentation basin:

Yes No

☐ ☐ Configured so scour or resuspension is minimized and to prevent short circuiting.

☐ ☐ Basin outlets designed to discharge at > 5.66 cubic feet per second (cfs) per acre of pond

☐ ☐ Basin outlets designed to prevent discharge of floatables.

☐ ☐ Stabilized emergency overflow.

Yes No

☒ ☐ Regional ponds:

Yes No

☐ ☒ Is written authorization from owner of regional pond included in SWPPP?

☒ ☐ Does regional pond design conform to the permit requirements for wet sedimentation basin?

Other Requirements

Yes No

☐ ☒ Plans show areas that are not to be disturbed or are areas where disturbance will be minimized.

☒ ☐ Minimize disturbance or other techniques to minimize destabilization of steep slopes.

☒ ☐ Has appropriate construction phasing been implemented?

☒ ☐ Exposed soils have erosion protection/cover initiated immediately and finished within 14 days

☒ ☐ Wetted perimeters of ditches stabilized within 200 feet of surface water within 24 hours.

☒ ☐ Temporary or permanent ditches or swales that are being used as a sediment containment system during construction must be stabilized within 24 hours after no longer being used as a sediment containment system.

☒ ☐ Pipe outlets have energy dissipation within 24 hours of connecting.

☐ ☒ Discharges from stormwater controls are directed to vegetated areas of the site unless infeasible.

☒ ☐ Are sediment control practices established on down gradient perimeters and upgradient of any buffer zones?

☐ ☒ Are all inlets protected? *show inlet protection*

☒ ☐ Stockpiles have sediment control.

☒ ☐ Construction site entrances minimize street tracking.

☒ ☐ Plans minimize soil compaction and preserve topsoil.

☒ ☐ 50 foot buffer or (if not feasible) redundant sediment control when adjacent and drains to a surface water.

☒ ☐ Is a dewatering plan required?

☒ ☐ Storage, handling, and disposal of construction products, materials, and wastes.

☐ ☒ Fueling and maintenance of equipment or vehicles; spill prevention and response.

☐ ☒ Vehicle and equipment washing.

☐ ☒ No engine degreasing allowed on site.

☒ ☐ Containment of Concrete and other washout waste.

☐ ☒ Portable toilets are positioned so that they are secure.

☒ ☐ Stabilization by uniform perennial vegetative cover (70% density of its expected final growth).

Requirements of Appendix A

Yes No

☐ ☒ Does this site drain to a discharge point on the project that is within one mile of a Special or Impaired Water?

Yes No

☐ ☐ Stabilization initiated immediately and all soils protected in 7 days

☐ ☐ Provide temp basin for five acres draining to common location.

☐ ☐ 100-foot buffer

☐ ☐ Other as appropriate

Wetland Impacts

Yes No

☐ ☒ Does this site have a discharge with the potential for adverse impact to wetlands:

Yes No

☐ ☐ Does the SWPPP comply with the conditions of an approved Wetland Impact Permit?

January 25, 2022

City of Isanti Planning Commission
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040



RE: 291 5th Ave NE Plan Review

Dear City of Isanti Planning Commissioners,

Isanti Fire District has reviewed the proposed commercial building located at 291 5th Ave NE named Little North Boutique.

At this time, Isanti Fire has no concerns moving forward with permitting as shown.

Sincerely,

A handwritten signature in blue ink, appearing to be "Alan Jankovich", is written over a blue circular stamp.

Alan Jankovich | Fire Chief
Isanti Fire District



**BOLTON
& MENK**

Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 200
Ramsey, MN 55303-5119

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

MEMORANDUM

Date: February 21, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W. Cook, P.E.
City Engineer
Subject: Approval of Plans and Authorization to Advertise for Bids
2022 Pavement Management Project
City of Isanti, MN
BMI Project No.: 0R1.126221

We request that the City Council approve the plans and specifications, entitled “2022 Pavement Management Project” and authorize advertisement for bids.

Following is the schedule for the 2022 Pavement Management Project:

Approve Plans & Specs, Authorize Advertisement for Bids	March 1, 2022
Open Bids	March 29, 2022
Commence Construction	June, 2022
Substantial Completion of Construction	August 31, 2022

We are requesting that the City Council approve plans and specifications and authorize advertisement for bids.

I will be at the March 1, 2022 City Council meeting to respond to any questions you have concerning the approval of plans and specifications or the authorization to advertise for bids.

Please contact us with any questions or if you would like any additional information prior to the meeting as well.

RESOLUTION 2022-XXX

**RESOLUTION ACCEPTING PLANS AND SPECIFICATIONS AND
AUTHORIZING ADVERTISEMENT FOR BID
FOR THE
2022 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, the City has planned for the 2022 Pavement Management Project; and,

WHEREAS, the plans and specifications have been completed for these improvements;
and,

WHEREAS, a public bid opening is recommended to be held on March 29, 2022 to receive competitive bids to complete the construction project in the 2022 construction season.

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

- 1) That the City shall accept the plans and specifications as completed by Bolton & Menk, Inc.
- 2) That the City shall authorize the advertisement for bids for this project with a bid opening date scheduled for March 29, 2022.

This resolution was duly approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

City of Isanti

Gross Payroll	105,332.15
Social Security & Medicare	6,046.51
Public Employees Retirement	10,857.95
Total City Expense	<u><u>122,236.61</u></u>

Pay Date 2/18/2022

Pay Period 4 (1/30-2/12/22)

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/22	02/15/2022	57738	2621	BCA TRAINING	101-20200	25.00
02/22	02/15/2022	57739	2487	CAPITOL BEVERAGE SALES	609-20200	94.25
02/22	02/15/2022	57740	1474	CDW GOVERNMENT INC	614-20200	10,477.89
02/22	02/15/2022	57741	1198	CENTER POINT ENERGY	601-20200	7,687.11
02/22	02/15/2022	57742	1047	CENTRAL TRUCK SERVICE INC	101-20200	110.00
02/22	02/15/2022	57743	1822	CENTURYLINK BUSINESS SERVICES	101-20200	16.35
02/22	02/15/2022	57744	8	DAHLHEIMER DISTRIBUTING CO	609-20200	6,113.82
02/22	02/15/2022	57745	2478	EAST CENTRAL ENERGY	101-20200	42.85
02/22	02/15/2022	57746	55	ECM PUBLISHERS INC	609-20200	180.00
02/22	02/15/2022	57747	912	FASTENAL COMPANY	603-20200	218.90
02/22	02/15/2022	57748	2028	FURTHER	101-20200	33.10
02/22	02/15/2022	57749	2028	FURTHER	861-20200	35.00
02/22	02/15/2022	57750	1400	GENERAL CODE LLC	101-20200	995.00
02/22	02/15/2022	57751	739	HACH COMPANY	602-20200	250.92
02/22	02/15/2022	57752	1063	HAYFORD FORD	101-20200	136.70
02/22	02/15/2022	57753	2209	INNOVATIVE OFFICE SOLUTIONS INC	108-20200	83.04
02/22	02/15/2022	57754	7	JOHNSON BROTHERS LIQUOR CO	609-20200	11,212.60
02/22	02/15/2022	57755	5	KAWALEK TRUCKING	609-20200	216.00
02/22	02/15/2022	57756	1338	KNIFE RIVER	101-20200	65.00
02/22	02/15/2022	57757	1479	LOFFLER COMPANIES INC	108-20200	238.45
02/22	02/15/2022	57758	131	MACQUEEN EQUIPMENT INC	603-20200	714.54
02/22	02/15/2022	57759	1331	MAGER, JIM	101-20200	79.99
02/22	02/15/2022	57760	2953	MIDCONTINENT COMMUNICATIONS	609-20200	314.39
02/22	02/15/2022	57761	1536	MINNESOTA DEED	219-20200	833.33
02/22	02/15/2022	57762	176	MN DEPT OF REVENUE	101-20200	31,919.00
02/22	02/15/2022	57763	2842	MN PEIP	861-20200	31,367.38
02/22	02/15/2022	57764	2992	NEXTERA COMMUNICATIONS	609-20200	304.97
02/22	02/15/2022	57765	2018	NORTH FOLK WINERY	609-20200	216.00
02/22	02/15/2022	57766	3094	NORTH VALLEY, INC	425-20200	23,139.62
02/22	02/15/2022	57767	7	ORIGIN WINE & SPIRITS	609-20200	440.00
02/22	02/15/2022	57768	617	PAUSTIS & SONS	609-20200	1,045.00
02/22	02/15/2022	57769	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,389.65
02/22	02/15/2022	57770	3148	R & B HOMES LLC	101-20200	590.00
02/22	02/15/2022	57771	1653	SHR SALES	101-20200	23.97
02/22	02/15/2022	57772	2396	SOUTHERN GLAZERS OF MN	609-20200	4,376.56
02/22	02/15/2022	57773	97	TOTAL CONTROL SYSTEMS INC	601-20200	299.40
02/22	02/15/2022	57774	42	VIKING COCA-COLA BOTTLING CO	609-20200	375.20
02/22	02/15/2022	57775	4	WATSON CO INC	609-20200	2,270.61
02/22	02/15/2022	57776	2867	WIN-911	602-20200	660.00
Grand Totals:						141,591.59

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/22	02/23/2022	57777	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	481.05
02/22	02/23/2022	57778	53	BELLBOY CORPORATION	609-20200	6,672.30
02/22	02/23/2022	57779	9	BERNICKS PEPSI-COLA	609-20200	4,191.44
02/22	02/23/2022	57780	2319	BREAKTHRU BEVERAGE OF MN	609-20200	6,766.99
02/22	02/23/2022	57781	1815	CENTURYLINK	609-20200	611.93
02/22	02/23/2022	57782	918	CRYSTAL SPRINGS ICE	609-20200	64.08
02/22	02/23/2022	57783	8	DAHLHEIMER DISTRIBUTING CO	609-20200	36,016.07
02/22	02/23/2022	57784	1941	DELTA DENTAL	861-20200	3,482.40
02/22	02/23/2022	57785	2933	FALCON NATIONAL BANK	920-20200	6,581.58
02/22	02/23/2022	57786	912	FASTENAL COMPANY	101-20200	528.27
02/22	02/23/2022	57787	3140	GARPHISH BREWING COMPANY	609-20200	144.00
02/22	02/23/2022	57788	7	JOHNSON BROTHERS LIQUOR CO	609-20200	5,272.59
02/22	02/23/2022	57789	5	KAWALEK TRUCKING	609-20200	295.20
02/22	02/23/2022	57790	136	LEAGUE OF MN CITIES	101-20200	75.00
02/22	02/23/2022	57791	17	MCDONALD DISTRIBUTING CO	609-20200	29,799.22
02/22	02/23/2022	57792	616	MENARDS - CAMBRIDGE	108-20200	99.00
02/22	02/23/2022	57793	2208	MINNESOTA EQUIPMENT INC	101-20200	57.62
02/22	02/23/2022	57794	2080	MVTL LABORATORIES INC	602-20200	166.77
02/22	02/23/2022	57795	2887	NORTHERN ELEMENTS ALL STAR CHEER TEAM	101-20200	17.48
02/22	02/23/2022	57796	3149	ORIGIN WINE & SPIRITS	609-20200	440.00
02/22	02/23/2022	57797	44	PHILLIPS WINE & SPIRITS INC	609-20200	5,059.24
02/22	02/23/2022	57798	2341	RED BULL DISTRIBUTION CO INC	609-20200	219.80
02/22	02/23/2022	57799	1113	RJM DISTRIBUTING INC	609-20200	38.00
02/22	02/23/2022	57800	3150	SBM ELECTRONICS INC	101-20200	1,663.00
02/22	02/23/2022	57801	2396	SOUTHERN GLAZERS OF MN	609-20200	5,265.28
02/22	02/23/2022	57802	1361	STAPLES ADVANTAGE	609-20200	69.45
02/22	02/23/2022	57803	73	STAR	101-20200	63.53
02/22	02/23/2022	57804	2793	TEAM LABORATORY CHEMICAL LLC	602-20200	1,651.00
02/22	02/23/2022	57805	1290	THE AMBLE GROUP	101-20200	123.08
02/22	02/23/2022	57806	1503	THE AMERICAN BOTTLING COMPANY	609-20200	92.04
02/22	02/23/2022	57807	626	THE WINE COMPANY	609-20200	1,272.75
02/22	02/23/2022	57808	3125	UNCOMMON LOON BREWING CO	609-20200	354.00
02/22	02/23/2022	57809	42	VIKING COCA-COLA BOTTLING CO	609-20200	469.75
02/22	02/23/2022	57810	1286	VINOCOPIA INC	609-20200	4,151.34
02/22	02/23/2022	57811	4	WATSON CO INC	609-20200	1,116.96
02/22	02/23/2022	57812	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	2,938.00
02/22	02/23/2022	57813	780	WINE MERCHANTS	609-20200	112.00
02/22	02/23/2022	57814	2872	WINEBOW	609-20200	334.50
02/22	02/23/2022	57815	120	CONNEXUS ENERGY	101-20200	19,659.01
Grand Totals:						146,415.72

RESOLUTION 2022-XXX

**ACCEPTING PARKS, RECREATION AND CULTURE BOARD AARON ZDON'S
RESIGNATION**

WHEREAS, Aaron Zdon was appointed by the City Council to serve as a member of the Parks, Recreation and Culture Board for a term that expires on December 31, 2022; and,

WHEREAS, Aaron Zdon has provided notice of resignation as a member of the Parks, Recreation and Culture Board effective February 18, 2022;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that Aaron Zdon's resignation as a member of the Parks, Recreation and Culture Board is hereby approved and staff is authorized to post the Board vacancy.

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Matt Sylvester, Public Services Director
Date: March 1, 2022
Subject: Resolution Authorizing the Replacement of the Main Lift Station Generator

Background:

The main lift station has a back-up generator that will run during the event of a power failure. This generator is needed as the main lift station will run approximately every seven minutes. The Capital Improvement Plan has \$77,250 for the generator replacement. The Main Lift Station site does not meet the 100kw minimum requirement to be a part of the Peak Shaving Program through Conexus Energy.

Staff reached out and received four quotes for the purchase of the Main Lift Station generator:

Vendor	Generator Model	Quote	With Powered Louvers Option	Warranty
Kodiak	Taylor TD100	\$40,871.00	NA	2 Year
Ziegler	D100GC	\$35,443.00	\$41,343.00	5 Years / 2500 hours
Cummins	C100D6C	\$41,700.00	NA	2 years
Interstate Power Systems	OM 926	\$34,300.00	\$36,350.00	2 years / 3000 hours

The generator with the powered louvers option will aid in heat control during the winter months for cold weather starting.

There would be an additional cost of \$1,000.00 for Total Control to integrate the new generator into the Scada.

There would also be an additional cost of \$6,000.00 for Isanti Electric to complete the circuit between the Main Lift Station and the generator.

Recommendation:

Staff is recommending to accept the quote from Interstate Power Systems for the purchase of the Main Lift Station generator with the powered louvers option, allow Total Control to integrate the Scada into the new generator, and for Isanti Electric to complete the circuit between the Main Lift Station and the generator. The total cost including a 10% contingency is \$47,685.00.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2022 - XXX Authorizing the Replacement of the Main Station Generator
- Quote from Kodiak
- Quote from Ziegler
- Quote from Cummins
- Quote from Interstate Power Systems

RESOLUTION 2022-XXX

AUTHORIZING THE REPLACEMENT OF MAIN LIFT STATION GENERATOR

WHEREAS, the Main Lift Station has a generator that will run during a power failure; and,

WHEREAS, the main lift station will run approximately every seven minutes; and,

WHEREAS, the Capital Improvement Plan (CIP) has \$77,250.00 for the replacement of the Main Lift Station Generator; and,

WHEREAS, a generator with powered louvers will aid in heat control during winter months for cold weather starting; and,

WHEREAS, staff reached out and received the following quotes for the replacement of the Main Lift Station Generator; and,

Vendor	Quote Without Powered Louvers	Quote With Powered Louvers
Kodiak	\$40,871.00	NA
Ziegler	\$35,443.00	\$41,343.00
Cummins	\$41,700.00	NA
Interstate Power Systems	\$34,300.00	\$36,350.00

WHEREAS, an additional cost of \$6,000.00 from Isanti Electric to complete the circuit from the Main Lift Station to the generator; and,

WHEREAS, an additional cost of \$1000.00 from Total Control to integrate the new generator into the Scada; and,

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the quote from Interstate Power Systems in the amount of \$36,350.00 for the replacement of the Main Lift Station Generator with the powered louvers option, allow Total Control to integrate the new generator into the Scada in the amount of \$1,000.00, and allow Isanti Electric to complete the circuit from the Main Lift Station to the generator. The total cost including a 10% contingency is \$47,685.00 funding source identified as Sewer (500).

This resolution was duly adopted by the Isanti City Council this 1st day of March, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Proposal		
From: Kodiak Power Systems Inc. PO Box 10555 White Bear Lake MN Phone: (612)-508-8424 Email- mproulx@kodiakpowersystems.com Web- www.kodiakpowersystems.com	To:	Josh Becker
	Title:	Public Works - Forman
	Company:	City of Isanti
	Address:	110- 1 st Avenue NW
	City:	Isanti, MN
	Phone:	763-274-4890
	Email:	jbecker@cityofisanti.us
	<input checked="" type="checkbox"/> New Equipment <input type="checkbox"/> Used Equipment <input type="checkbox"/> Other Quote Expiry: 15 Days	Project Name: Main Lift Station -Generator Replacment Date: 1/13/2022
Description: Proposed - 100 Kw Generator @ City of Isanti - Main Lift Station. See: Attached BOM and submittal.		

We propose to furnish in accordance with the following specifications terms and conditions

Quantity:	1
Model:	Taylor TD100
Rating:	100 KW -Diesel Powered w/ 24 hour Tank- Extreme Cold Weather -Package
Voltage:	480/277 - 60 HZ -1800 Rpm
Breaker:	150 amp
Switch Gear:	N/A
Warranty:	2-year Standard
Installation:	<input type="checkbox"/> Turn-Key <input checked="" type="checkbox"/> By Others
Other:	Fuel not included.

Generator Price:	\$ 35,621.00
Switch Gear Price:	\$ N/A
Factory Freight:	\$ 3,250.00
Dealer Prep:	\$ 500.00
Start-Up:	\$ 1000.00
Extended Warranty: * Standard 2-year - Optional 5-year @ \$ 1,950.00	\$ *
Crane Charges:	\$ 500.00
Project Management:	\$ N/A
Electrical Installation:	\$ By others
Mechanical Installation:	\$ N/A
System Integrator (SCADA):	\$ By others
Concrete Pad:	\$ N/A
Trade in Value/Credit -	\$ - N/A
Approximate Lead Time: (from date of submittal approval)	30 Weeks
Terms: 50% Down- 40% Upon Delivery- 10% at completion- (15-day Net)	
F.O.B: On a Truck at the Job Site <input checked="" type="checkbox"/> Placed on pad <input type="checkbox"/> Placed by others	
Kodiak Power Systems Bid Price	40,871.00
Accepted By:	
Its:	Date: / / 20__

- This Proposal subject to all provisions of the contract and warranty on the reverse side.
- Please refer to the attached Bill of Material (Items not listed are assumed to be provided by others)

Date: February 10, 2022

Proposal by

ZIEGLER
Power Systems

CAT

Proposal No. EPG31028815

8050 State Highway 101
Shakopee, MN 55379
Daniel.slagle@zieglercat.com
612-240-8816

To: Isanti Electric

Re: Caterpillar Standby Generator

Attn: Myron Woolridge

"Isanti Lift Station"

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

QUANTITY: One (1) New CATERPILLAR emergency standby generator set, housed in a Sound attenuated enclosure – 76dba@23' - Cat white Insulating Foam, 1500 watt jacket water heater, 100 watt generator strip heater.

MODEL: D100GC (Diesel), Tier 3 Emissions

RATING: 100kW Stand-by Use

VOLTAGE: 277/480 volts, 3 phase, 60 HZ, 1800 RPM

BREAKERS: One (1) LSI molded case circuit breakers – 150 amp

SWITCHGEAR: Existing

FUEL TANK: Subbase, 24 hour, 203 gallon

WARRANTY: Five (5) years, 2500 hours

INSTALLATION: By Others

TOTAL EQUIPMENT PRICE: \$ 35,443. 00*
OPTION: COLD WEATHER UPFIT (MOTOR DAMPERS): \$ 5,900. 00*

*Price does not include state or local sales and/or use taxes.

*Please refer to the attached Bill of Materials

2500.00
TAX

ESTIMATED DELIVERY: 32-36 weeks after submittal approval

F.O.B. Jobsite, on truck

TERMS: Net 20 days

THIS PROPOSAL SUBJECT TO ALL PROVISIONS OF THE CONTRACT AND WARRANTY ON REVERSE SIDE

ACCEPTED:

Respectfully submitted,
ZIEGLER INC.

By: Dan Slagle
Dan Slagle, Sales Engineer

By: Subject to approval by

APPROVED:

ZIEGLER INC.

Its: By:

February 2, 2022

To: City of Isanti Lift Station Generator Rev 2

Prepared by

Doug Abrahamson
+612-297-9423
douglas.p.abrahamson@cumin
mins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C100D6C Diesel Genset, 60Hz, 100kW U.S. EPA, Stationary Emergency Application C100D6C, Diesel Genset, 60Hz, 100kW Duty Rating-Standby Power (ESP) Fuel Tank-Regional, Dual Wall, Sub Base, 24 Hour Minimum Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge Fuel Tank Vent Extension Kit, 12ft External Vents Switch-Fuel Tank, Rupture Basin Control Mounting-Left Facing PowerCommand 2.3 Controller Gauge-Oil Pressure AmpSentry™ UL Listed Protective Relay Stop Switch-Emergency Signals-Auxiliary, 8 Inputs/8 Outputs Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 125A-400A, 3P, LSI, 600 Volts AC, 100%, UL Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Engine Governor-Electronic, Isochronous Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Voltage-277/480, 3 Phase, Wye, 4 Wire Engine Oil Heater-120 Volts AC, Single Phase Engine Oil Genset Warranty-2 Years Base Alternator-60Hz, 12L, 208/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) Literature-English Packing-Skid, Poly Bag Larger Battery Rack DC Powered Lights Inside Enclosure Enclosure-Heater, Internal Extension-Oil Drain Panel, Distribution Green Sound Level 2 Intake Baffle-Ship Loose Ship Loose-Vent Kit A Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor	1



	Alternator Heater, 120 Volt AC Aluminum Sound Attenuated Winter Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Skidbase-Housing Ready Motorized Louvers	
2	Miscellaneous	1
3	Freight & other charges	1
4	Service - start up & testing	1
5	Sound Level2 Baffle, Shipped Loose	1

TOTAL: \$ 41,700.00

The above quote does not include: Offloading, Fuel, Installation.

Quote value does not include any tax.

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Doug Abrahamson, Senior Sales
douglas.p.abrahamson@cummins.com
+612-297-9423

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices; or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure

of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities

INTERSTATE POWERSYSTEMS

21568 Highview Avenue
Lakeville, MN 55044



Interstate PowerSystems proposes the following quote:

MTU MODEL D100 DIESEL GENERATOR

GENERATOR: 100kW, 347 Amps, 1800 RPM, UL2200

VOLTAGE: 120/208v 3 phase

ENGINE: Mercedes OM926, Diesel Tier 3, EPA Certified

Selected Features Included:

**Steel Sub Base, Battery Cables, Battery Rack, Flex Fuel Connector,
Oil Drain Extension, Lube Oil and Anti-freeze**

Electronic Isochronous Governor + / - .25%

Marathon 130 Degree Rise Alternator

Permanent Magnet with RMS Sensing, DVR2000E+ Digital Voltage Regulator

2 Year, 3,000 Hour Warranty

CONTROL PANEL: Basler DGC-1510 Control Panel

The expanded Digital Genset Controller (DGC-1510) utilizes microprocessor based technology to provide a versatile system for genset control, protection, monitoring and event logging.

ENCLOSURE: Level 3 Weather Enclosure includes bolt together sheet metal enclosure constructed with 14-gauge material, lockable hinged doors, keyed alike, a fixed storm proof air intake louver and expanded metal air discharge, muffler support brackets and exhaust piping, muffler mounted internally, including rain cap, exhaust plenum. 73 dBA at 23' under 100% load.

Motorized Intake and Gravity Exhaust Dampers, Locking Door Restraints.

COOLING SYSTEM: Unit Mounted Radiator, 50 Degree Rise

CIRCUIT BREAKER: Square D, 80% rated, 400 amps

BATTERY: Lead Acid Battery, Acid Resistant Steel Rack

BLOCK HEATER: 120v, 1,500 Watts, Mounted and Wired, Isolation Valves

VIBRATION ISOLATION: Neoprene Vibration Pads, Integral Vibration Isolation

BATTERY CHARGER: 12v, 6 Amps, Mounted and Wired

MUFFLER: Critical Grade Muffler Mounted Inside Enclosure

SUB-BASE TANK: 24 hours at 100% load, 240 Gallons, UL-142 Double-walled

MISC: One Owner's Manual, Standard Color ANSI Gray

TOTAL PROPOSAL PRICE \$36,350.00

- **Startup and testing by included by factory certified tech.**
- **Freight to jobsite included, crane service not included.**
- **Any applicable sales tax not included.**
- **Terms net 30 days on approved credit.**
- **Quote valid for 30 days.**

INTERSTATE

PowerSystems

TERMS AND CONDITIONS

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing.

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO INTERSTATE'S SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate PowerSystems' terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.

Print Name: _____

Title: _____

Signature: _____

Date: _____

INTERSTATE PowerSystems

GENERAL TERMS AND CONDITIONS

1. Formation of Contract

- 1.1 These terms and conditions constitute a complete statement of the agreement between the Buyer and Interstate Companies, Inc. (Seller) or its subsidiaries or operating divisions, or Istate Truck, Inc. or its subsidiaries or operating divisions, which shall not be supplemented or amended except as set forth on the face of this invoice or by separate written agreement signed by both parties. Provisions set forth on the face hereof shall govern, where inconsistent with these terms and conditions.
- 1.2 Terms and conditions of the buyer additional to or varying from those of this Invoice shall not be binding on the Seller unless specifically agreed to in writing by the Seller. The Seller's acceptance or acknowledgement of the Buyer's purchase orders or shipping instructions shall not constitute such written agreement. If this Invoice shall be deemed an acceptance of a prior offer by the Buyer, such acceptance is expressly conditional on the Buyer's assent to any additional or different terms contained herein.

2. Acceptance

- 2.1 No offers, arrangements or orders shall be binding on the Seller unless and until confirmed by the Seller in writing.
- 2.2 Acceptance by the Buyer of delivery of all or any part of the products sold hereunder shall be an acknowledgement and acceptance by the Buyer of these Terms and Conditions, whether or not the Buyer shall have first received this Invoice.

3. Price and Payment

- 3.1 The price shall be as specified on the face of this Invoice.
- 3.2 Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice. The Seller is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
- 3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the face of this Invoice. All payments hereunder shall be made to Seller at 2601 East 80th Street, Minneapolis, MN 55425. Complaints or claims by the Buyer shall not impair the Seller's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
- 3.4 If the credit of the Buyer shall at any time, in the sole judgement of the Seller, become impaired, the Seller may at, its option, and without incurring any liability therefor, divert or prevent the discharge of shipments en route to the Buyer and cancel the unfilled portion of the contract, or require the Buyer to give such security as the Seller may specify to ensure payment or require payment in advance before making any further shipment. All costs and expenses incurred by the Seller as a result of its exercise of any right or option under this paragraph shall be for the account of the Buyer.

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- 3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of the Seller, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1½ percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under applicable law.
- 3.6 The Buyer shall be in default hereunder if any one or more of the following events occurs: (a) the Buyer shall default in fulfilling any of its obligations to Seller; (b) a receiver, liquidator or trustee of the Buyer, or of any of its property, is appointed by court order; (c) the Buyer is adjudicated bankrupt or insolvent; (d) any property of the Buyer is sequestered by court order; (e) a petition is filed by or against the Buyer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Buyer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Buyer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at the Seller's option, become immediately due and payable and the Seller shall have the right to consider its contract with the Buyer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Buyer" shall include any corporation controlling, controlled by, or under the common control with Buyer.
- 3.7 All costs incurred by the Seller as a result of non-payment or delay in payment by the Buyer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by Buyer.
4. **DISCLAIMER OF WARRANTY**
THE SELLER WARRANTS THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF.
5. **Remedies of Buyer**
- 5.1 Seller shall not be liable for any claim arising in connection with the products sold to the Buyer hereunder unless written notice is given by the Buyer to the Seller as provided in paragraph 5.2 below.
- 5.2 Written notice of any objection, complaint or claim concerning the product must be given:
(a) with respect to claims of damage to the products which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the products passes to the Buyer.
(b) with respect to claims of non-conformity to specifications, within ninety (90) days following the date on which risk of loss with respect to the products passes to the Buyer, provided however, that no claim of non-conformity will be honored if the Buyer has previously notified the Seller of its acceptance of the product following inspection thereof.
- 5.3 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Buyer of all claims with respect to such products.
- 5.4 Seller will, at its sole discretion, either reimburse Seller's Invoice value to the Buyer of products found to be defective, or replace free of charge all products found to be defective, within thirty (30) days after the date of notice with respect to any such product was given in accordance with

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paragraph 5.2 above; provided, however, that such products have not been abused by the Buyer or used in conditions for which the products were not intended. The aforesaid right of replacement or reimbursement shall be the Buyer's sole and exclusive remedy in the event of non-conformity or defect in the products. The Seller shall not be liable for the incidental or consequential damages to the Buyer as a result of the Seller's breach of Contract. In no event shall the Seller's liability exceed the Seller's Invoice value to the Buyer of the products sold regardless of the nature of the claim of the Buyer.

6. Passage of Title – Security Interest

6.1 Seller shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the face hereof shall have been paid in full and all covenants and agreements of Buyer herein shall have been performed. Seller shall have all common law and statutory lien rights available in the state where goods or services are provided and Buyer hereby agrees that if Buyer takes possession of the related equipment without making payment to Seller and thereafter Seller regains lawful possession of the equipment that was once subject to lien claims while there remains a balance due Seller, all such lien rights shall be reinstated as if Seller had always maintained lawful possession of all such equipment.

6.2 At the request of Seller, Buyer shall execute and deliver to Seller all such financing statement and other instruments and documents as may be requested by Seller to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Buyer.

7. Force Majeure

7.1 If because of force majeure the Seller is unable to carry out any of its obligations under this agreement and if the Seller promptly notifies the Buyer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of the Seller which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns of or damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.

7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of the Seller shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of the Seller remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.

8. LIABILITY FOR DAMAGES

8.1 THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE BUYER, OR BY THE

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BUYER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS, AFTER THE PRODUCTS HAVE BEEN IDENTIFIED TO THE CONTRACT.

- 8.2 THE SELLER'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY SELLER FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES FOR REASONS OF FORCE MAJEURE, OR FROM SELLER'S COMPLIANCE WITH ANY GOVERNMENT ACTION.
- 8.3 THE BUYER SHALL HOLD THE SELLER HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.
9. Waiver – Severability of Terms
- 9.1 Waiver by the Seller of any default of the Buyer shall not be deemed a waiver of any other default of the Buyer. The express provision herein for certain rights and remedies of the Seller shall not be construed to deprive the Seller of any other rights and remedies to which it would otherwise be entitled under applicable law.
- 9.2 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.
10. Governing Law – Notice
- 10.1 This Invoice shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) including, without limitation, the Uniform Commercial Code as enacted and in force from time to time in the State of Minnesota and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of this Invoice.
- 10.2 This Invoice and all the terms and conditions hereof shall be binding upon the Parties and their respective successors and assigns, however, the Buyer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Seller.
- 10.3 **The parties hereto submit to the jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts. The parties hereto also agree to service of any complaint by certified mail.** To the extent that the Buyer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Buyer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.
- 10.4 Notices or other communications shall be given by telex or telegram, or by registered or certified mail, return receipt requested. Telex or telegram notice shall be deemed received twelve hours after transmission. Mail notice shall be deemed received on the fifth day after mailing (or on the next business day if the fifth day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise

RESOLUTION 2022-XXX

**APPROVING A CHECK TO NEW HOPE COMMUNITY CHURCH FOR
VOLUNTEERING AT ISANTI MOVIE NIGHTS**

WHEREAS, free public movie nights at the Isanti Community Center were approved by City Council January 21, 2014 Resolution No. 2014-013; and,

WHEREAS, the City of Isanti receives requests from various non-profit youth organizations and groups from Isanti to volunteer at the ICC Movie Nights approved by City Council September 16, 2014 Resolution No. 2014-226; and,

WHEREAS, the volunteer group per the policy are to receive the profits from the concessions sold at the movie night; and,

WHEREAS, the City of Isanti received an application for the New Hope Community Church to volunteer at the February 18, 2022 movie; and,

WHEREAS, the profit from concessions totaled \$18.97,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that a check will be written to New Hope Community Church in the amount of \$18.97.

This resolution was duly adopted by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR RUM RIVER BMX 50/50 RAFFLE FOR MAY 1ST, 2022

WHEREAS, the City has received an application for exempt gambling permit from Rum River BMX to hold an event on May 1st, 2022 at Rum River BMX, Isanti, MN; and,

WHEREAS, the applicant estimates the value of prizes to be awarded is \$3,000 for the event and will require state approval; and,

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

WHEREAS, the applicant, Sean Wilson, has successfully passed a background check by the Isanti Police Department;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the applications for an exempt gambling permit is approved for the following date: May 1, 2022 at Rum River BMX;

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

ACCEPTING PART-TIME POLICE SECRETARY MARIA GLAD LETTER OF RESIGNATION

WHEREAS, Part-Time Police Secretary Maria Glad has submitted a letter of resignation to the City of Isanti on February 23, 2022; and,

WHEREAS, the effective date of this resignation is March 9, 2022; and,

WHEREAS, Maria Glad is leaving employment in good standing;

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

1. That the resignation of Maria Glad is hereby accepted effective March 9, 2022.
2. That Human Resources and Police Chief are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2022-XXX

APPROVING PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ISANTI AND THE FRIENDS OF ISANTI AREA LIBRARY

WHEREAS, the Friends of Isanti Area Library (FIAL) request to use the space designated to the East Central Regional Library (ECRL) for their meeting once per month; and,

WHEREAS, the FIAL would meet the 3rd Tuesday of each month from 9 a.m. to 11 a.m. and require the use of 5 chairs to be provided by the City; and,

WHEREAS, the ECRL do not have any concerns or conflicts with the FIAL using the space; and,

WHEREAS, City staff would allow access into the space and provide the chairs; and,

WHEREAS, Committee of the Whole discussed the request at the February 15, 2022 COW and recommended approval; and,

WHEREAS, the agreement with the FIAL is hereby attached as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the use of the ECRL link space to the Friends of Isanti Area Library on the third Thursday of the month from 9 a.m. to 11 a.m. and use of five city owned chairs so as long as the partnership agreement between the East Central Regional Library and the City are in affect and as outlined per the agreement attached as 'Exhibit A' and made a part of this resolution.

This resolution was duly adopted by the Isanti City Council this 1st day of March 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Exhibit A

AGREEMENT BETWEEN THE CITY OF ISANTI AND FRIENDS OF ISANTI AREA LIBRARY (FIAL)

Terms

The FIAL is permitted to use the East Central Regional Library (ECRL) link space within City Hall the third Thursday of each month from 9 a.m. to 11 a.m. Any time outside that day and time must be approved by the City Administrator. The FIAL must have continued support by the East Central Regional Library (ECRL) who has the approved lease agreement with the City of Isanti to utilize the space. Should the ECRL terminate their agreement with the City or the City terminate with the ECRL, the agreement with the FIAL will also be terminated. The use of equipment and materials that are the property of the ECRL must be approved by the ECRL. The City will not grant access for the use of ECRL equipment and/ or materials. City Staff will unlock/lock the door and provide 5 chairs for use by the FIAL.

Meeting Room Rules and Regulations

The City of Isanti observes and supports the Minnesota Clean Indoor Air Act. All City buildings are designated as tobacco free, meaning that smoking in any form (through the use of tobacco products such as pipes, cigars, and cigarettes) and any form of “vaping” with e-cigarettes (without regard to the presence of nicotine) is prohibited while inside City Hall.

The use of intoxicating liquor and non-intoxicating malt liquor beverages is prohibited.

The City assumes no liability for loss, damage, injury or illness incurred by the users of the facility.

Noise must be confined to the space provided. Children must be under the direct supervision of an adult at all times.

Signs may not be pinned, taped, or otherwise affixed to the walls, ceiling or windows.

The FIAL is responsible for disposing of any garbage from the meeting and leaving the space in a clean and orderly fashion, which may include vacuuming. If the room or surrounding area is left uncleaned or in disarray, or damage occurs during use, the FIAL can and will be held responsible for damages and will lose the privilege to use the space.

Signed _____
Friends of Isanti Area Library

Date _____

Signed _____
Mayor or City Council Designee
City of Isanti

Date _____

RESOLUTION 2022-XXX

**AMENDING THE 2022 CAPITAL IMPROVEMENT PLAN FOR THE ISANTI
COMMUNITY CENTER**

WHEREAS, the Capital Improvement Plan (CIP) for the Isanti Community Center (ICC) had \$8,555.00 to replace the convection oven in 2021; and,

WHEREAS, it was determined not to replace the original convection oven due to the HVAC needing to be redone and the requirement to add in a commercial hood; and,

WHEREAS, an alternative is a small tabletop convection oven that would not require a hood and can be purchased with a two-year protection plan for a cost not to exceed \$1,400.00; and,

WHEREAS, the CIP plan would need to be amended to allow the purchase of this unit in 2022,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to authorize the Finance Director to amend the 20-year Capital Improvement Plan by adding the tabletop convection oven at the ICC to 2022 and make the necessary changes based on actual final cost.

This resolution was duly adopted by the Isanti City Council this 1st day of March 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk