

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

Pursuant to Minn Statute 13D.02, the public body has determined that the Isanti City Council will not be able to hold the meeting in person due to the pandemic COVID-19. Pursuant to Minn Statute 13D.021, The Isanti City Council will be holding the City Council meeting via telephone or virtual, by use of computer, by using GoToMeeting.com

The public can view and comment at the City Council meeting by visiting this website:

<https://global.gotomeeting.com/join/252940021>

or by calling into this number +1 (571) 317-3112 with this code 252-940-021

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

F. Proclamations/Commendations/Certificate Award

G. Approve City Council Minutes

- 1. March 17, 2020- Regular Meeting of the City Council
- 2. March 17, 2020- Committee of the Whole Meeting
- 3. February 18, 2020- Planning Commission Meeting
- 4. March 25, 2020- Special Emergency Meeting

H. Announcements

1. CITY OFFICES CLOSED

Friday, April 10, 2020

(In Observance of Good Friday)

2. Committee of the Whole

Tuesday, April 21, 2020 at 5:00 p.m.

3. City Council Meeting

Tuesday, April 21, 2020 at 7:00 p.m.

4. Planning Commission Meeting

Tuesday, April 21, 2020

(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

City Administrator Josi Wood

- 1. Ordinance-XXX Amendment to City Code Chapter 160, Fees

Chief of Police Travis Muyres

- 2. Ordinance-XXX Repealing and Replacing Chapter 233, Pawnshops

Community Development Director Sheila Sellman

3. Amendment to the Development Agreement for Legacy Pines- Phase I

L. Approve Consent Agenda

1. Accounts Payable in the Amount of \$362,100.30 Payroll in the Amount of \$214,468.20 and First Quarter Payroll for Council/ Boards/ Commissions in the Amount of \$9,063.35
2. Resolution 2020-XXX Offering Seasonal Maintenance Worker Position to Gene West
3. Resolution 2020-XXX Awarding Quote and Authorizing to Enter into a Contract for Portable Toilet Services
4. Resolution 2020-XXX Awarding Quote and Authorizing to Enter into A Contract for Rug & Uniform Services for All City Departments
5. Approving Request for Proposals for Refuse Services
6. Resolution 2020-XXX Accepting Full-Time Assistant City Administrator/ Special Projects Coordinator Letter of Resignation for Donald Lorsung
7. Resolution 2020-XXX Awarding Quote for Outsourcing the Mowing of Nuisance Weed/Grass Abatement Lots
8. Resolution 2020-XXX Awarding Quote and Authorizing to Enter into a Contract for Automated Pawn Systems
9. Resolution 2020-XXX Specifying Automated Pawn System for Reporting
10. Resolution 2020-XXX Authorizing a Fireworks Display

M. Other Communications

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MARCH 17, 2020 – 7:00 P.M.
CITY HALL**

G.1.

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

The Pledge of Allegiance was recited.

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

Members Absent: Dan Collison

Staff Present: City Administrator Josi Wood, Human Resources/ City Clerk Katie Brooks, Chief of Police Travis Muyres, City Engineer Jason Cook, Assistant City Administrator/ Special Projects Don Lorsung and Finance Director Mike Betker

D. Public Comment

None

E. Adopt Agenda

Addendum:

Remove K.1 New Emergency Notification System for Isanti County

Add L.8 Resolution 2020-075 Approving and Adopting the Emergency Preparedness and Response Plan-Pandemic and Public Health Emergency Plan and Continuity of Operations Plan

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

F. Proclamations/Commendations/Certificate Awards

None

G. Approve City Council Minutes

1. March 4, 2020- Regular Meeting of the City Council
2. February 4, 2020- Regular Economic Development Authority Meeting
3. February 18, 2020 Special Economic Development Authority Meeting

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

H. Announcements

1. Park, Recreation, & Culture Board Meeting Tuesday, March 24, 2020 at 6:00 p.m.
2. City Council Meeting Tuesday, April 7, 2020 at 7:00 p.m.
3. EDA Meeting Tuesday, April 7, 2020
(Following the City Council Meeting)

Councilmember Bergley asked if the Park, Recreation and Culture Board meeting on Tuesday, March 24th will be cancelled as City Hall is closed to the public.

City Administrator Josi Wood shared that if the City of Isanti moves into the next phase of the pandemic plan the next phase is to cancel all board and commissions except for City Council. Wood continued to share that it may come very soon.

Mayor Johnson stated that the Declaration for the COVID-19 is a global pandemic by the World Health Organization means that there are community level outbreaks of COVID-19. Johnson continued to share that as of March 17th, 2020 there are no confirmed cases of COVID-19 in the City of Isanti or Isanti County but stated that it is likely that will change. Johnson stated that the City has very fortunate to have highly skilled medical facilities, outstanding law enforcement officers and emergency responders working closely with the Isanti County Public Health Department and the Minnesota Department of Health. Johnson further shared that COVID-19 has been recognized by the CDC to have more serious symptoms that are likely to effect the elderly population and those with serious chronic medical conditions with no vaccinations available at this time, governing bodies across the state and the county are working together to slow the spread of the virus down. Along with many other cities across the state the City of Isanti has decided to close City Hall and the Police Department to the public effective Wednesday, March 18th, 2020 through Friday, March 27, 2020 and at that time it will be reevaluated and determine if needed the dates need to be extended. Johnson stated the announcement was shared on the City's website, police and City Facebook pages. Johnson further stated that the chairs in the chamber have been separated for social distancing.

Councilmember Lundeen shared that other cities are doing the same thing where they will still issue building permits, inspections on homes or buildings as long as they are not occupied. Lundeen further shared that if the buildings are occupied, they are not entering the home.

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

~~1. New Emergency Notification System for Isanti County (Ross Benzen) -update only~~

Ross Benson informed staff ahead of time he had to cancel.

1. Resolution 2020-063 Interview Applicant for Vacant Economic Development Authority Board Seat (Luke Merrill)

Applicant Luke Merrill was interviewed via Skype by Mayor Johnson for the open Economic Development Authority seat. Johnson asked questions specific to Economic Development Authority.

Councilmember Bergley asked for clarification on the question Merrill was asked about what he sees for the potential future growth for Isanti.

Merrill stated he thought the town is well developed at the moment for how many citizens Isanti is at. Merrill continued to share that the community continues to grow and it is important to evaluate new options that are coming to town, but he does not want to over pollute the City with businesses that he does not think are a good fit and that it is important for someone on EDA to voice their opinions and different mind sets.

Councilmember Gordon stated that all businesses should be encouraged to invest in Isanti and create more jobs and tax-base.

Bergley stated that his concern is limiting the economic opportunity to bring more businesses into Isanti. Bergley further stated that residents had concern over another dollar store opening, but if they meet the requirements of zoning code and City ordinances then they can be allowed.

Motion by Lundeen, second by Gordon to approve resolution as presented. Motion passed 3-1 with Bergley voting Nay. Motion carried.

2. Resolution 2020-XXX Consider the 3.2 Off-Sale Liquor License Application for Coborn's, Inc City Administrator Josi Wood shared that an application has come in from Coborns and they were notified to attend the meeting so City Council could ask questions and the last staff had heard they were attending however, there is no representative from Coborns in the audience. Wood further stated that it is up to City Council's discretion if they want to grant this license or not.

Councilmember Lundeen stated he heard that Coborns would be asking for a 3.2 license and he believes Cub Foods in Cambridge has 3.2 there as well as Wal-Mart.

Mayor Johnson asked if it has ever come up about any gas stations in Isanti that would like to sell 3.2.

Wood stated it was brought up when Kwik Trip came to Isanti and per city code 3.2 is only allowed in grocery stores and it does not allow for convenience stores to sell 3.2 alcohol and that was to limit it because Isanti does have a Municipal Liquor store and most sales to go there.

Assistant City Administrator/ Special Projects Don Lorsung shared that in Cambridge's situation the businesses may have had the 3.2 license before they authorized strong liquor in the community.

Lundeen stated Cambridge had the municipal liquor store prior to Wal-Mart being built.

Lorsung stated that Cambridge might have had a prior grocer that had 3.2.

Bergley stated that he does not feel threatened as for the city's municipal liquor store.

Wood stated per city code that a representative need to be present at the meeting this will need to be postponed to a future City Council meeting when they can attend.

City Administrator Josi Wood

3. **Resolution 2020-064** Approving a Special Event Application for BMX 2020 Race for Life and DK Gold Cup Qualifier Event (*Larry Merchlewitz*)

Larry Merchlewitz shared that every year Rum River BMX is given the chance to have a "Race for Life" where Rum River BMX raises money for children suffering with leukemia. Merchlewitz continued to share that the Gold Cup Qualifier is a race to earn points for a regional plate and currently in Minnesota three tracks awarded the Gold Cup Qualifier including Rum River BMX, New Ulm and Detroit Lakes. Merchlewitz stated it is expected to draw a lot of attendees to the Gold Cup Qualifier. Merchlewitz stated that unfortunately, due to the COVID-19 epidemic, the Gold Cup Qualifier and Race for Life will need to be postponed and that the new date for Race for Life and Gold Cup Qualifier the same weekend as the State Qualifier. Merchlewitz stated the Race for Life will be June 26th, Gold Cup Qualifier will be June 27th and the State Qualifier will be June 28th.

City Administrator Josi Wood stated the State Qualifier on June 28th will have a separate Special Event Permit.

Motion by Lundeen, second by Bergley to approve the resolution with the dates of June 26th and June 27th. Motion passed 4-0. Motion carried.

4. **Resolution 2020-064** Approving a Special Event Request for the 2020 Downtown Street Dances
City Administrator Josi Wood shared that this Summer there will be some fun events going on including the street dances. Wood continued to share that on June 20th it will be The Farmers Daughter, July 18th will be Brother Ferris and August 8th will be The Brat Pack. Wood further stated that it will be similar to previous years where it will be downtown at the intersection of First and Main.

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

City Engineer Jason Cook

5. **Resolution 2020-065** Establishing No Parking on Particular Municipal State Aid Routes within the City of Isanti
City Engineer Jason Cook stated that this is the same item that has been discussed a couple times and in order to meet the state aid criteria for the project “no parking” must be assigned to one side of the street. Cook further stated that as discussed in the past, recommendation is for the east side of the road for the length of the project and allowing parking on the west side. Cook further stated this is a required resolution and approval to be able to use the state aid funds on the project.

Motion by Lundeen, second by Bergley to approve resolution as presented.

6. **Resolution 2020-066** Approving Plans and Ordering Ad for Bids for 6th Avenue SW Rehabilitation Project
City Engineer Jason Cook stated this resolution is to move forward with the completed plans and specs. Cook continued to share that the plans and specs have been reviewed by city staff and state aid and are asking for authorization to advertise for bids April 14th.

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

7. **Resolution 2020-067** Awarding the Bid for the 2020 Storm System Maintenance Project
City Engineer Jason Cook shared that the bid was submitted to five different contractors and only one of which submitted a bid. Cook further stated the bid received was from Dirtworks. Cook continued to share that Dirtworks did the work last year and know what the project is and did a great job previously. The bid received from Dirtworks is in the amount of \$103,770 which was slightly over the engineers estimate but is still under what was budgeted.

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

8. **Resolution 2020-068** Awarding the Bid for the 2020 Pavement Management Project
City Engineer Jason Cook shared that this project is over the threshold to advertise and publicly bid. Cook continued to share that two bids were received both of which have done work in the City and both have done reasonable and acceptable work. The lowest bid was from AZTECH Corporation with \$243,221.33 and they are also the ones that got the project last year.

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

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of \$387,095.66 Payroll in the Amount of \$107,732.94
2. **Resolution 2020-070** Approving a Check to be Written to Isanti Ambassadors for Volunteering at the Community Movie Night
3. **Ordinance-726** Approving Adult Use Zoning Code Amendment
4. **Resolution 2020-071** Approving Goals for Year 2020
5. **Resolution 2020-072** Approving the Sale of Surplus/Abandoned Property Held by the Police Department to an Authorized Retailer
6. **Resolution 2020-073** Emergency Personnel Planning Policy
7. **Resolution 2020-074** Approving Staff to Apply for MN DNR Grant
8. **Resolution 2020-075** Approving and Adopting the Emergency Preparedness and Response Plan- Pandemic and Public Health Emergency Plan and Continuity of Operations Plan

Motion by Lundeen, second by Bergley to approve the Consent Agenda. Motion passed 4-0.
Motion carried.

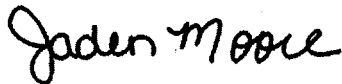
M. Other Communications

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

Adjournment

Motion to adjourn by Bergley, second by Lundeen. Motion passed 4-0. Motion carried. The meeting was adjourned at 7:36 p.m.

Respectfully Submitted,



Jaden Moore
Deputy City Clerk/ Human Resources

**MINUTES
CITY OF ISANTI
CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
TUESDAY, MARCH 17, 2020 – 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 and Steve Lundeen

Members Absent: Dan Collison

Staff Present: City Administrator Josi Wood, Human Resources/ City Clerk Katie Brooks, Chief of Police Travis Muyres, City Engineer Jason Cook, Assistant City Administrator/ Special Projects Don Lorsung and Finance Director Mike Betker

Others Present: Fire Chief Al Jankovich and Don Hansen

D. Public Comment

- Fire Chief Al Jankovich stated he would like to be added to the agenda to share Annual Isanti Fire District Report.

E. Committee Meeting Items

1. a. Isanti Fire District Annual Report

- An entry level live burn is where firefighters are brought in after they have completed their firefighter basic training where they are set down on the floor where a fire is set in front of the firefighter. Jankovich continued to share the fire is made of straw, pallets and cardboard and not anything hazardous. Jankovich stated that it is to show the firefighter what the heat feels like in their gear and orientate the firefighter with the situation.
- There were 52 fire calls with actual fire and 79 rescue and emergency medical service incidents.
- Isanti Fire District was awarded a grant from the DNR to assist with the purchase of a grass fire truck and also able to purchase a truck from the DNR with the program that the DNR has. Jankovich further shared that the truck is stationed at Station 2.
- City of Isanti will contribute \$238,744.52 towards the 2020 budget. The percentage of the City of Isanti's contribution to the total of Isanti Fire Districts budget is 38% with City of Isanti's total runs accounting for 46% of Isanti Fire Districts total runs.
- Councilmember Steve Lundeen asked what the Fire District was doing in response to the COVID-19 epidemic. Jankovich shared that the Fire District

assists EMS at medical calls because of their location as they are able to be on scene first. Jankovich continued to share that Isanti Fire District will continue to respond to critical EMS calls if somebody is unresponsive and in dire need of immediate interventions the Fire District will respond in typical fashion but if the person is not complaining of a life threatening situation then the Fire District is going to standby and allow EMS transport their patients as they normally would without the assistance of fire rescue.

- No further recommendations were made from Committee.

1. PW Updates

- Early spring has left 300 tons of extra salt on hand which will carry into the next year.
- Doors were posted in February for tree trimming and the list is completed.
- Snow was hauled from busy intersections and cul-de-sacs in January.
- Pothole patching has begun.
- Public Works staff have been out doing yard repairs from plow damages.
- Clearing brush in storm ponds have begun and will continue as time permits.
- Publics Works has taken advantage of our warmer weather and has begun street sweeping.
- Public Works staff have cleared storm drains as the snow melts.
- Compost site will be on April 21.
- The MPCA issued a draft permit for the waste water treatment facility with some minor changes. The biggest change being that the total phosphorus will be a 12-month moving total instead of a 12-month calendar total. The total phosphorus will remain at 908 kilograms per year.
- Public Works staff began working on the waste water treatment facility filter underdrain piping.
- First round flush of the air release valves was completed.
- Routine maintenance in the pretreat building was completed.
- Public Works staff has performed annual routine maintenance on the MIOX machine as well as the filter backwash tank.
- Chlorine piping was replaced at the water treatment plant.
- Progressive mower was purchased from Minnesota Equipment.
- The mosquito fogging unit from Adapco was purchased and delivered.
- The following reports have been completed: DNR Water Conservation Report, Tier II Report for Homeland Security, Solid Waste Report and Water Conservation Report.
- No further recommendations were made from Committee.

2. Housing Study Update

- At the 2020 goal setting meeting staff was directed to look into the City's housing study.

- Staff suggested waiting to do an update because Humphrey School student group is researching an East Central MN study which would be free.
3. Delinquent Charges on Utility Account
- Utility customer contacted city staff with a request to have late fees removed from their account, and to ask that the Committee be informed that customers receiving a semiannual stormwater billing did not have a 6-month billing period listed on bills.
 - Staff believes that the problem has been corrected and will verify that solution with the next printing of semiannual stormwater bills at the end of May.
 - Recommendation from Committee is for staff to let customer know the issue has been fixed and that if the customer pays bill by the end of the month the \$5 fee will be waived.
4. Food Truck Fees
- Staff is drafting an ordinance to include food truck fees. The proposed fees will mirror Cambridge's food truck fees of \$25 per day, \$75 per month and \$200 for seasonal (up to 6 months) per food truck.
 - Street Dance food trucks will align with these fees.
 - Recommendation from Committee is to move forward and post draft ordinance and bring to City Council meeting.
5. Fire District Lease Discussion
- At the 2020 goal setting meeting staff was directed to review the lease payment for the Isanti Area Joint Operating District.
 - Beginning in 2015 the Isanti Area Joint Fire District began paying \$32,622.75 annually for lease of the fire station on Heritage Blvd. Isanti Area Joint Fire District had previously paid \$1.00 annually. Since the start of 2015 the Isanti Area Joint Fire District has paid \$163,113.75 to lease a portion of the building.
 - The Isanti Area Joint Fire District approached the City in 2019 to inquire about possibly purchasing the building outright. If the Isanti Area Joint Fire District lease agreement continued for 10 more years unchanged the result would be as follows:

Previously Collected (2015-2019)	\$ 163,113.75
Future Collection (2020-2029)	\$ 326,227.50
Total Potential Collection	\$ 489,341.25

- Recommendation from Committee is for City Administrator Josi Wood and Finance Director Mike Betker to meet with Fire Chief Al Jankovich to discuss laying out the framework for a possible transfer of ownership for the current Police Department and Fire Department building and to discuss if Isanti Area Joint Operating District lease agreement fee shall be a \$1.00 annually.

6. Tree Discussion

- Staff requested clarification on tree replacement for street projects, water main break, curb stop leak, etc. as city policy is that the city does not replace trees.
- Recommendation from Committee is to look at a tree program for city who would like trees at a discounted cost and leave city policy as is.

7. Annexed Parcel Code Enforcement Discussion

- December 2019 Committee of the Whole meeting the Committee discussed general code enforcement on parcels recently annexed into the City. The focus was mostly on parking and vehicles. It was agreed that any outside storage of rubbish, junk, inoperable vehicles, miscellaneous refuse or garbage will be enforced immediately.
- February Committee of the Whole a rough draft of an ordinance amendment was presented. The draft included limits on size of vehicles and number of vehicles for parcels over 1-acre. It was suggested that the current code be enforced when property ownership changed and until the people that live there are allowed to have what they currently have for vehicles, trailers etc. Committee directed staff to look at the logistics on this idea.
- Direction from Committee was for staff to send out letters to annexed parcels notifying them of this meeting and discussion and have indicated that once staff is directed to draft an ordinance for consideration, they will receive notice and a copy of the proposed ordinance.
- Recommendation from Committee is for staff to draft new ordinance with enforcing new rules for when the properties switch owners and have the city attorney review the draft ordinance and bring to city council meeting.

8. Credit Card Policy Discussion

- Currently the City of Isanti has one credit card for city/staff to use. That card is kept in the office of the Finance Director's office and must be signed out to be used. After the purchase is made the card is checked back in.
- Recommendation from Committee is to move forward with staff drafting a new credit card policy with staff having credit cards with their name on it issued to them to use for purchases and bring to city council meeting.

9. Adding Trails to Bluebird Park Discussion

- The February 25th Park, Recreation and Culture Board meeting discussed adding walkways to Bluebird Park.
- The walkway would be from the main BMX parking lot to the parking lot to the west which used to be the skate park pad.
- The result would be loss of two parking spaces in the main BMX parking lot and the curb in the BMX parking lot would need to be cut. Rum River BMX is okay with losing two spots.
- People currently walk out to Isanti Parkway because it gets wet along the pine trees.
- The trail section addition would be about 50' between the two parking lots. A section of culvert will need to be added to maintain drainage along with some

grading. The section of trail would be 8' wide consistent with what is currently in Bluebird Park.

- The trail section would need to be contracted out as Public Works does not have the equipment to pave the section of trail.
- The work is a non-budgeted park improvement at this time.
- Staff has received an estimated quote for \$7,500.
- No further recommendations were made from Committee.

10. Painting Redbird Fence Discussion

- Redbirds ball field fence said they agreed that the back of the fence could be painted or stained and requested to use city equipment to do so.
- The city does not allow things that have been purchased to be used by another group.
- Public Works can paint the fence but Redbirds would be billed for it.
- Recommendation from Committee is for staff to review lease agreement for Redbirds to paint the fence.

11. Discussion on Funding for Fireworks and Float

- Approximately \$6,700 for 12 minutes fireworks show similar to Brooklyn Park, Buffalo, Sartell and Mille Lacs Band.
- There is adequate funding within the parks budget and allocate it to fireworks if Committee recommends.
- Consensus from Committee is to reach out to firework vendors and bring to city council meeting.
- Building a parade float could potentially be overtime for staff.
- Consensus from Committee is not to have float in the parade.

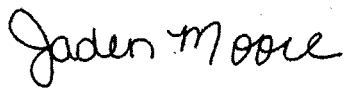
12. Emergency Management Discussion

- Updates to Emergency Preparedness and Response Plan as the last update was 2009.
- The COVID-19 pandemic has made it necessary for updates.
- Recommendation from Committee is to move forward and bring to city council meeting later in the evenings.

F. Adjournment

Meeting was adjourned at 6:41 p.m.

Respectfully Submitted,



Jaden Moore

Deputy City Clerk/ Human Resources

City of Isanti
Planning Commission Meeting Minutes
February 18, 2020

Call to Order: Chair Johnson called the meeting to order at 7:42pm.

Roll Call: Commissioners present: Mayor Jeff Johnson, Paul Bergley, Jimmy Gordon, Steve Lundeen, Dan Collison, Aryssa Simon, and Alexander Collins.

Staff Present: Community Development Director Sheila Sellman, Assistant City Administrator/Special Projects Don Lorsung, and Planner Matt Lindholm

Meeting Minutes: Motion by Bergley, 2nd by Collison to approve minutes from the January 21, 2020 Planning Commission Meeting. Motion passed 7-0.

Public Hearing

A. A request from the City of Isanti to Amend Ordinance No. 445 Zoning; Section 7, Article Two, Subdivision 6: Permitted Accessory Uses. Section 8, Article One, Subdivision 2: Permitted Uses. Section 8, Article One, Subdivision 2 adding Subdivision 16: Location of Adult Establishment. Section 8, Article One, Subdivision 4: Interim Uses. Section 8, Article One, Subdivision 6: Permitted Accessory Uses. Section 12, Article three, Subdivision 6: Permitted Accessory Uses. Section 13, Article Two, Subdivision 2 (Use Regulations for Adult Uses) is repealed; Sellman explained this removes Adult Use from the B-2 General Business District as a permitted use and accessory use while allowing Adult Use in the I-1 Industrial Park District as a permitted use. The Amendment also removes performance standards (per recent repeal/adoption in Chapter 68) and accessory use. Accessory use is removed as by definition the sales of some adult material can be incidental to retail sales, as protected under the US Constitution's 1st Amendment. The public hearing was open, and no one was present for this item. Johnson closed the public hearing.

Motion by Lundeen, 2nd by Gordon to approve the ordinance amendment. Motion passed 7-0. Bergley asked the reason of this request. Sellman said it was a result of updating Chapter 68 in City Code.

Other Business: None.

Discussion Item

A. Comprehensive Plan Update – Chapter 8, Transportation: Lorsung reviewed current/future goals and the importance of long-term planning of transportation corridors and roadways. Bergley asked when County Road 9 (CR-9) might be considered a major roadway. Lorsung stated that he didn't have traffic counts on hand but estimated an increase in traffic. Bergley presumed CR-9 was already considered a major roadway and was curious as to how close it was to status change. Lorsung said that it would be beyond 2030 that CR-9 may be tied in.

Adjournment: Motion by Bergley, 2nd by Collison to adjourn. Motion passed 7-0. Meeting adjourned at 7:56pm.

Respectfully Submitted
Matt Lindholm, Planner/Secretary

**MINUTES
CITY OF ISANTI
EMERGENCY CITY COUNCIL MEETING
WEDNESDAY, MARCH 25th, 2020 at 6:00 PM
CITY HALL**

Pursuant to Minn Statute 13D.02, the public body has determined that the Isanti City Council will not be able to hold the meeting in person due to the pandemic COVID-19. Pursuant to Minn Statute 13D.021, The Isanti City Council will be holding the Emergency City Council meeting via telephone or virtual, by use of computer, by using GoToMeeting.com

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or by calling into this number +1 (571) 317-3112 with this code 308-600-749.

Mayor Johnson called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited.

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

Members Absent: Dan Collison

Staff Present: City Administrator Josi Wood, Human Resources/ City Clerk Katie Brooks and Chief of Police Travis Muyres

D. Public Comment

None

E. Adopt Agenda

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

F. Business Items

1. **Resolution 2020-076** Declaring Local State of Emergency
Mayor Johnson read the resolution.

Councilmember Bergley asked if the Chief of Police Travis Muyres is the Emergency Management Director.

Johnson confirmed that the Emergency Management Director is Chief of Police Travis Muyres,

Bergley asked if there is a plan in place,

Chief of Police Travis Muyres shared that the City of Isanti's Emergency Operations Plan as a whole and the Pandemic Plan is one section in there and has been in place for the City of

Isanti for many years. The plan was updated and presented at the last City Council meeting on March 17. Muyres continued to share that the motion and action does not mean anything is going to change tomorrow operationally, but gives them abilities to work with the city's partners including Isanti County Emergency Management, Alina Health, Isanti Fire which is already laid out in the Emergency Operations Plan.

Bergley stated that the County Board and City of Cambridge did this as well.

Mayor Johnson stated that it suspends everything, but City Council meetings, but residents are allowed to call in just as Councilmember Gordon is for the meeting now.

Bergley asked if there were any specific actions that are being taken.

City Administrator Josi Wood shared now that GoToMeeting.com is set up the City will continue to do meetings that have things on the agenda that need to be brought forward whether it be City Council or Planning Commission. Wood continued to share that the public will be notified on the City of Isanti's Facebook page and the City of Isanti website. Wood further shared that there will be a code similar to Councilmember Gordon called in on as well as the public listening to the meeting today. The public can call in to speak at public comment, during public hearings. During a local state emergency state statute allows if found prudent to not hold meetings in person form that they can be done this way so moving forward this is how meetings will be done until it is determined that it is not prudent to do so. Wood stated in regards to city operations, specifically with staffing, we have begun staggering staff shifts. With Public Works, Police Department and in City Hall some staff are doing it in a way where they are working from home and they may come in depending on what functions they are providing with the order Governor Walz has made that takes effect on Friday it is to make sure that the critical staff that is needed to do what needs to be done. Staff were given the capability to work remotely to keep the separation between different staff members but have the ability to continue to work. Wood added that for the public updates for COVID-19 have been posted on the City's Facebook page and on the City's website under the Emergency Preparedness page such as the water shut off notice which usually happened in April have been delayed as well as residents will not be experiencing late fees during this time due to COVID-19. Wood stated that City Hall is not open to the public, but staff is still available by phone or email to answer questions.

Councilmember Gordon asked for clarification that this is opening lines of communication with the county and state to make it easier to work with them and not necessarily putting a response plan in place but allowing that to implemented if needed.

Wood stated to clarify that the city is in response planning and have implemented the plan, but have not implemented the Emergency Operations Center which is the next phase. Wood further stated that the city is in the emergency planning operations plan where critical services are being performed and limiting staff.

Gordon stated the City has implemented the operations part now that it is declaring the emergency.

Wood confirmed.

Gordon asked what is being done on a city level is not more restrictive than what the Governor implemented.

Johnson stated that what the Governor puts in place it must be complied and as far as the City level goes this is being implemented to make sure residents, families and staff is safe, secure and essentially do not get sick but if it hits here we are giving the authorization to react to it and do as necessary without City Council approval.

Muyres stated that the biggest thing enacted today by this council will open up more opportunities for him to reach out to bigger agencies such as county, state and federal to get more resources to plan with them. Muyres continued to share that there is not anything in the Emergency Management Plan regarding a curfew like what the Governors has put in place.

Gordon asked if the Liquor Store will remain open.

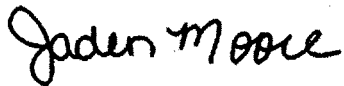
Wood stated that the Governors order did make it clear that one of the things that can remain open is Liquor Stores. The City's liquor store will continue to remain open and right now is operating at normal hours and schedules but if staff becomes sick and unable to work hours may become limited.

A motion was made by Lundeen, seconded by Bergley to approve resolution as presented. Motion passed 4-0. Motion carried.

G. Adjournment

Motion to adjourn by Bergley, second by Lundeen. Motion passed 4-0. Motion carried. The meeting was adjourned at 6:27 p.m.

Respectfully Submitted,

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

Jaden Moore
Deputy City Clerk/ Human Resources



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: April 7, 2020
Subject: Repealing in its Entirety City Code Ch. 160, Ordinance 713, and Previous Ordinances Titled Fees, and Adopting Ordinance - XXX Titled Fees

Background:

Ordinances 429, 433, 436, 437, 449, 463, 497, 500, 511, 515, 521, 523, 531, 540, 546, 556, 559, 561, 565, 566, 570, 577, 587, 598, 591, 606, 615, 627, 632, 642, 653, 662, 677, 668, 685, 691, 694, 698, 706, and 713, codified in Chapter 160 of the City Code are hereby repealed in their entirety and replaced with a draft Ordinance for Council review.

Fees listed, as well as the items that are charged fees, within City Code allows the City to enforce our fees per our City Attorney. City Code Ch. 160 had the items listed by Ordinance, however, fees were adopted by Resolution.

The draft Ordinance fees are the same as what was last approved by Council plus includes the new fees as discussed and recommended by Committee of the Whole for Food Trucks.

Request:

Staff is requesting action on this item.

Attachment:

- Ordinance-XXX FEES

ORDINANCE No. _____

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 429, ADOPTED ON 2-19-2008, AND AMENDED BY THE FOLLOWING ORDINANCES: ORDINANCE 433, ADOPTED 4-1-2008; ORDINANCE 436 ADOPTED 6-3-2008; ORDINANCE 437 ADOPTED ON 6-17-2008; ORDINANCE 449, ADOPTED ON 1-6-2009; ORDINANCE 463, ADOPTED ON 8-18-2009; ORDINANCE 497, ADOPTED ON 12-7-2010; ORDINANCE 500, ADOPTED ON 3-1-2011; ORDINANCE 511, ADOPTED ON 5-3-2011; ORDINANCE 515, ADOPTED ON 7-19-2011; ORDINANCE 521, ADOPTED ON 10-18-2011; ORDINANCE 523, ADOPTED ON 12-20-2011; ORDINANCE 531, ADOPTED ON 4-17-2012; ORDINANCE 540, ADOPTED ON 8-21-2012; ORDINANCE 546, ADOPTED ON 12-18-2012; ORDINANCE 556, ADOPTED ON 6-18-2013; ORDINANCE 559, ADOPTED ON 7-16-2013; ORDINANCE 561, ADOPTED ON 8-20-2013; ORDINANCE 565, ADOPTED ON 9-17-2013; ORDINANCE 566, ADOPTED ON 10-15-2013; ORDINANCE 570, ADOPTED ON 12-17-2013; ORDINANCE 577 ADOPTED ON 4-1-2014; ORDINANCE 587, ADOPTED ON 10-7-2014; ORDINANCE 591; ADOPTED ON 12-16-2014; ORDINANCE 598, ADOPTED ON 2-17-2015; ORDINANCE 606, ADOPTED ON 4-21-2015; ORDINANCE 615, ADOPTED ON 8-5-2015; ORDINANCE 627, ADOPTED ON 12-15-2015; ORDINANCE 632, ADOPTED ON 2-2-2016; ORDINANCE 642, ADOPTED ON 5-3-2016; ORDINANCE 653, ADOPTED ON 9-2-2016; ORDINANCE 662, ADOPTED ON 12-20-2016; ORDINANCE 677, ADOPTED ON 8-2-2017; ORDINANCE 668, ADOPTED ON 1-3-2017; ORDINANCE 685, ADOPTED ON 1-2-2018; ORDINANCE 691, ADOPTED ON 6-5-2018; ORDINANCE 694, ADOPTED ON 8-8-2018; ORDINANCE 698, ADOPTED ON 12-18-2018; ORDINANCE 706, ADOPTED ON 6-4-2019; ORDINANCE 713, ADOPTED ON 12-3-2019 AND TITLED FEES

The City Council of the City of Isanti, Minnesota ordains:

Section 1-Repealer. Ordinances 429, 433, 436, 437, 449, 463, 497, 500, 511, 515, 521, 523, 531, 540, 546, 556, 559, 561, 565, 566, 570, 577, 587, 598, 591, 606, 615, 627, 632, 642, 653, 662, 677, 668, 685, 691, 694, 698, 706, and 713, codified in Chapter 160 of the City Code are hereby repealed in their entirety and replaced with the ordinance set forth below. City Code Chapter 160 is also repealed under this new ordinance.

Section 2- Ordinance. The following Ordinance is hereby adopted:

FEES

§ Section 1. Purpose.

§ Section 2. Enumeration of fees.

§ Section 3. Other fees.

§ Section 4. Summary publication
of chapter authorized.

Section 1. Purpose.

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

Section 2. Enumeration of fees.

A. Administration.

1. Administrative Citations – City Code Violations	
(a) Chapter 87-5.1, Animal Litter	\$75.00
(b) Chapter 216, Nuisances	\$200.00
(c) Chapter 230, Park and Recreation Areas	\$200.00
(d) Chapter 227, Parking and Storage	\$200.00
(e) Chapter 256, Residential Property Maintenance Standards	\$200.00
(f) Chapter 284, Streets and Sidewalks	\$200.00
(g) Chapter 295, Tobacco, et al	\$75.00
(h) Chapter 325, Water	\$200.00
(i) Ordinance #445, Zoning Ordinance	\$200.00
(j) Ordinance #445, Section 16 Signs	\$100.00
(k) Ordinance #670, Storm Water 1 st Time	\$200.00
(l) Ordinance #670, Storm Water 2 nd Time	\$400.00
(m) Ordinance # 670, Storm Water 3 rd Time	\$600.00
2. Adult Use Fee	\$2,500.00
3. Adult Use Investigation Fee	\$300.00
4. Affidavit of Candidacy	\$15.00
5. Copies	\$.25 per page, plus tax
6. Dog Bite	Actual cost/plus tax
7. Dog Boarding (at Impound)	Per Contract
8. Dog Impound 1 st Time	Per Contract
9. Dog Impound 2 nd Time	Per Contract
10. Dog Impound 3 rd Time	Per Contract
Additional Fee for Pick up (7pm-8am & Holidays)	Per Contract
11. Dog License (Duplicate)	\$5.00
12. Dog License (Fixed)	\$10.00
13. Dog License (Not)	\$15.00
14. Dog License Late Fee	\$5.00
15. Dog License Lifetime	\$50.00
16. Euthanasia / Disposal	Actual cost/plus tax
17. FAX - in	\$.25 per page, plus tax
18. FAX - out	\$.25 per page, plus tax
19. Gambling Permits – Application & Gambling Investigative Fee	\$50.00
20. Kennel License (Commercial)	\$100.00 per year
21. Kennel License (Residential)	\$50.00 per year
22. Lawn Sprinkling 1 st Violation	\$20.00
23. Lawn Sprinkling 2 nd Violation	\$35.00

24. Lawn Sprinkling 3 rd Violation	\$50.00
25. Meeting Minutes – Copy of CD	\$10.00
26. Non-Compliance Fee	\$25.00
27. Notary	\$5.00 per document
28. Pawnbroker/Shop	\$1,500.00
29. Pawnshop Investigation Fee	\$1,500.00
Initial Application Only, does not apply to Renewal	
30. Pawnshop Transaction Fee	Pass through costs per transaction
31. Peddler & Mobile Food Unit Permit	
(a) Day	\$25.00
(b) Month	\$75.00
(b) Seasonal (6 months or less)	\$200.00
32. Peddler or Mobile Food Unit Application	
Investigation Fee	\$75.00
33. Retail Fire Works Permit – Application Fee	\$15.00
34. Retail Fire Works Permit – Permit Fee	\$25.00
35. Returned Checks	\$30.00
36. Secondhand Goods Dealer	\$1,500.00
37. Secondhand Goods Dealer Investigation Fee	\$1,500.00
Initial Application only, not for renewals	
38. Secondhand Goods Dealer, Temporary	\$750.00
39. Secondhand Goods Dealer Transaction Fee	Pass through costs per transaction
40. Small Wireless Facility Collocation Rental and Maintenance Fee	
(a) Annual Rent per Supplement	\$150.00
(b) Annual Maintenance Fee per Supplement	\$25.00
41. Small Wireless Facility Electrical Service Fee	
(a) Per radio node less than or equal to 100 watts	\$73.00 annually
(b) Per radio node over 100 max watts: or	\$182.00 annually
Actual cost of electricity annually, if costs exceed either of the above amounts	
42. Special Assessment Fee	\$30.00 per assessment
Unpaid Utility Bills, Code Enforcement Violations, Etc.	
43. Special Meeting Request	\$500.00
44. Special Vehicle Permit	\$25.00
45. Staff Time (not specified elsewhere)	Actual hourly wage multiplied by 145%

B. Building Inspections.

1. Valuation Fee Schedule for Isanti.

Value of Work	Value Based Permit Fee (<i>Residential & Commercial</i>)
\$501 - \$2,000	\$50 MIN. \$25 for first \$500 + \$3.50/ each additional \$100 or fraction thereof
\$2,001 – \$25,000	\$78 for first \$2,000 + \$15/ each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$425 for first \$25,000 + \$11/ each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$700 for first \$50,000 + \$8/ each additional \$1,000 or fraction thereof

\$100,001 - \$500,000	\$1,100 for first \$100,000 + \$6/ each additional \$1,000 or fraction thereof
\$500,001 - \$1,000,000	\$3,500 for first \$500,000 + \$5/ each additional \$1,000 or fraction thereof
\$1,000,001 +	\$6,000 for first \$1,000,000 + \$4/ each additional \$1,000 or fraction thereof

2. Building Permit	Per Valuation Fee Schedule
3. Basement Finishes Permit	Per Valuation Fee Schedule
4. City Utility Services under Driveway	\$100.00
5. Commercial Landscape Escrow	\$5,000.00 per site (Refundable)
6. Deck Permit	Per Valuation Fee Schedule
7. Demolition Permit	Minimum of \$100.00 or 1.27% of contract price
8. Right of Way Work Permit	
(a) Single Residential Hookup	no fee
(b) Base Fee – up to 1,000 LF	\$125.00
(c) Fees in addition to base fee Work >1,000 LF	\$65.00 per 1,000 LF
9. Street Cut	\$125.00 plus \$5,000.00 in escrow
10. ROW Unauthorized Work	\$250.00 up to double the permit fee
11. Fence Permit (Fences >7')	Per Valuation Fee Schedule
12. Fire Suppressant Permit – Commercial/Multi-Family	1.5% of project value
13. Gas Line (with mechanical permit)	\$12.50 per gas line, \$25.00 minimum
14. Gas Line (without mechanical permit)	\$50.00
15. Grade Survey Check	
(a) Commercial	\$50.00
(b) Residential	\$50.00
16. Grading Permit	\$150.00
17. Inspections outside of normal business hours	\$75.00 (2 hr. minimum plus mileage)
18. Inspections, hourly rates	
(a) Building Official	\$125/hour
(b) Senior Building Official	\$95/hour
(c) Fire Inspector	\$90/hour
(d) Building Inspector	\$75/hour
(e) Other Staff	\$75/hour
19. Investigative Fee	100% of permit fee
20. Lawn Irrigation Permit	\$80.00
21. License Verification Fee	\$5.00
22. Mechanical Permit	\$75.00 per unit
23. Mechanical Permit – Commercial/Multi-Family	1.5% of project value

24. Minimum Permit Fee	\$50.00
25. Permit Renewal after 6 mos. Of expiration	50% of original permit fee
26. Plan Check Fee	65% of calculated permit fee, when applicable
27. Plan Check Fee – Duplicate Plans	Duplicate plan fees reduced to 25% of Master Plan Review
28. Plan Review (Additional)	\$75.00 (1/2 hr minimum)
29. Plumbing Permit Basic (up to 4 fixtures)	\$54.00
30. Plumbing Permit – job valuation > \$500 or more than 4 fixtures	\$94.00
31. Plumbing Permit – Commercial/Multi-Family	1.5% of project value
32. Pre-Final Inspection Fee (Residential)	\$60.00
33. Re-Roof Permit	\$80.00
34. Re-Siding Permit	\$80.00
35. Residential Driveway Escrow	\$2,000.00 (Refundable)
36. Residential Landscape Escrow	\$6,000.00 (Refundable)
37. Residential Rental License Fee	
(a) 1 Unit	\$150.00
(b) 2-4 Units	\$175.00
(c) 5-12 Units	\$225.00
(d) 13-20 Units	\$240.00
(e) 21–50 Units	\$250.00
(f) 51 + Units	\$300.00
38. Rental Additional Inspections	Per Inspections Hourly Rate
39. Rental License Late Fee	100% of rental license fee
40. S.E.C.- Residential	\$20.00
41. S.E.C. – Commercial/Industrial	\$50.00
42. SAC/WAC Inspection Fee	\$37.50
43. State Surcharge	Applied to all permits
44. Swimming Pool Permit	\$80.00
45. Water/Sewer Line Repair Inspection Fee	\$80.00
46. Window/Door Replacement Permit	\$80.00
47. Electrical Inspection Fees	

All Services Residential Service Change \$100.00, this includes one inspection. Or the below rates.		Circuits and Feeders The inspection fee for the installation, addition, alteration, or repair of each circuit, feeder, feeder tap, or set of transformer secondary conductors:	
0 to 300 amp	\$50	0 to 30 amp	\$8
400 amp	\$58	31 to 100	\$10
500 amp	\$72	101 to 200 amp	\$15
600 amp	\$86	300 amp	\$20
800 amp	\$114	400 amp	\$25
1000 amp	\$142	500 amp	\$30
1100 amp	\$156	600 amp	\$35
1200 amp	\$170	700 amp	\$40
Add \$15.00 for each additional 100 amps		Add \$5.00 for each additional 100 amps	

Minimum permit fee is \$50.00 plus \$1.00 state surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is \$100.00 plus \$1.00 state surcharge.
Maximum fee for single family dwelling not over 200 amps is \$150.00 plus \$1.00 state surcharge. Maximum of 30 circuits. Maximum of 2 rough-in inspections and one final inspection.
Apartment Buildings: Maximum fee per unit of an apartment or condominium complex is \$100.00. This does not cover service and house wiring. A separate permit must be issued for house wiring.
Swimming Pools: \$100.00 this includes 2 inspections
Traffic Signals: \$10.00 per each standard
Street Lighting: \$5.00 per each standard
Transformers/Generators: \$10.00 per unit + \$0.50 per KVA
Retro Fit Lighting: \$0.75 cents per fixture
Sign Transformer: \$10.00
Remote Control/Signal Circuits: \$1.00 per device
Re-inspection Fees: \$50.00
*Fees are doubled if the work starts before the permit is issued

C. Community Center.

1. Cleaning Fee (if elected by renter)	\$125.00, plus tax
2. Damage Deposit	\$250.00
3. Damage Fees	
(a) Cleaning	\$35.00 per hour minimum, plus tax
(b) Tables	\$100 each, plus tax
(c) Chairs	\$20.00 each, plus tax
(d) Unreturned keys	\$250.00, plus tax
(e) Smoking Non-Designated Areas	\$200.00, plus tax
(f) Other Items	To be determined based on replacement cost, plus tax
4. Equipment Available to Rent (larger deposit may be required)	
(a) LCD Home Theater Projector on Cart	\$50.00, plus tax
(b) 9' Portable Screen	\$20.00, plus tax
(c) Blu-Ray DVD Player	\$15.00, plus tax
(d) Speakers & Microphone (Includes tripod stands if requested)	\$15.00, plus tax
(e) Podium	\$10.00, plus tax
5. Non-Profit Organizations	\$50.00, plus tax (full day)

- \$25.00, plus tax (4 hours or less)
6. Private (less than 50 individuals) or For-Profit Organizations \$100.00, plus tax (full day)
\$50.00, plus tax (4 hours or less)
7. Special Events \$275.00, plus tax
Includes use of the kitchen. Dishes and utensils not provided. With or without alcohol.
Greater than 50 individuals in attendance.
8. Monthly Rental Fees

Fee Arrangements – When Requested
Non-Profit Monthly Rental Rates (less than 4 hour rentals)

Non-profit**

Reservations per month	Monthly Fee	Fee Per Reservation
1	\$25.00	\$25.00
2	\$48.80	\$24.40
3	\$71.70	\$23.90
4	\$93.20	\$23.30
5	\$113.50	\$22.70
6	\$133.20	\$22.20
7	\$151.20	\$21.60
8	\$168.00	\$21.00
9	\$184.50	\$20.50
10	\$199.00	\$19.90
11	\$212.30	\$19.30
12	\$225.60	\$18.80
13	\$236.60	\$18.20
14	\$246.40	\$17.60
15	\$255.00	\$17.00
16	\$264.00	\$16.50
17	\$270.30	\$15.90
18	\$275.40	\$15.30
19	\$281.20	\$14.80
20	\$284.00	\$14.20
21	\$285.60	\$13.60
22	\$288.20	\$13.10
23	\$287.50	\$12.50

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

Fee Arrangements – When Requested
For-Profit and Private Monthly Rental Rates (less than 4 hour rentals)
Private/For-Profit**

Reservations per month	Monthly Fee	Fee Per Reservation
1	\$50.00	\$50.00
2	\$97.80	\$48.90
3	\$143.10	\$47.70
4	\$186.40	\$46.60
5	\$227.50	\$45.50
6	\$265.80	\$44.30
7	\$302.40	\$43.20
8	\$336.00	\$42.00
9	\$368.10	\$40.90
10	\$398.00	\$39.80
11	\$424.60	\$38.60
12	\$450.00	\$37.50
13	\$473.20	\$36.40
14	\$492.80	\$35.20
15	\$511.50	\$34.10
16	\$528.00	\$33.00
17	\$540.60	\$31.80
18	\$552.60	\$30.70
19	\$560.50	\$29.50
20	\$568.00	\$28.40
21	\$573.30	\$27.30
22	\$574.20	\$26.10
23	\$575.00	\$25.00

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

D. Economic Development Authority.

1. Assignment & Assumption Agreement	\$1,000.00 plus costs
2. Development Agreement (Non-Abatement or TIF)	\$1,000.00 plus costs
3. Establishment of New TIF District	\$4,800.00 or actual cost
4. Host Approval of Conduit Debt	\$3,000.00 escrow
5. Issuance of Conduit Debt	1/4% of the proposed issuance amount, \$3,000.00 minimum, \$25,000.00 maximum escrow
6. Revolving Loan Fund Application Fee	1% origination fee
7. SAC/WAC Repayment Agreement and Mortgage	Current cost of filing document(s) at Isanti County to be paid by Developer.
8. TIF Development Agreement	\$2,500.00 plus costs
9. Tax Abatement Application Fee	\$1,000.00 plus costs

E. Liquor/Beer Licenses.

1. Background Check & Investigation Fee	
(a) For Partnership – Corporation – Association	\$300.00
(b) For Individual	\$100.00
Initial Application only, does not apply for Renewals	
2. Beer Off-Sale (3.2)	\$150.00
3. Beer On-Sale (3.2)	\$250.00
4. Brewers Off-Sale Malt Liquor	\$310.00
5. Brewers Tap Room On-Sale	\$500.00
6. Brew Pub Off-Sale Malt Liquor	\$310.00
7. Club License (Max dictated by MN State Statutes)	\$500.00
8. Intox Liquor On-Sale	\$2,500.00
9. Intox Liquor Sunday On-Sale	\$200.00
10. Consumption and Display Permit (Annual)	\$200.00
11. Temporary Consumption and Display Permit	\$25.00
12. Temporary On-Sale 3.2 Beer License (1-4 Days)	\$50.00
13. Temporary One-Day On-Sale Intox Liquor License	\$25.00
14. Temporary On-Sale Intoxicating Liquor License	\$50.00
(Includes Beer and Wine, 2-4 days one event)	
15. Temporary On-Sale Intoxicating Liquor License	\$500.00
(Multiple events)	
16. Wine On-Sale	\$300.00

F. Parks, Recreation, and Culture Department.

1. Copy of Comprehensive Park Plan	\$10.00
2. Community Garden – Ground Plot (Season Fee)	\$15.00
3. Community Garden – Raised Bed (Season Fee)	\$20.00
4. Farmer's Market – Membership Fee (Annual)	\$10.00
5. Farmer's Market – Stall Fee	
(a) Full Season	\$100.00
(b) Half Season	\$60.00
6. Farmers Market - Single Day	\$10.00
7. Park Dedication Fee (Residential)	\$1,500.00 per unit
8. Park Dedication Fee – Multi Family with Recreational Amenities – Up to 25% Reduction of \$1,500 per unit fee	
9. Park Dedication Fee (All Others)	\$1,500.00 per Commercial/Industrial Acre
10. Park Shelter Electric Box Deposit	\$50.00
11. Park Shelter Fee – Non City Resident or Business	\$10.00 plus tax
12. Special Event Cleanup Deposit	\$100.00
13. Tennis Court Usage - Resident (Individual)	
(a) 1 court	No Charge
(b) 2 courts	\$6/hr. plus tax
14. Non-Resident (Individual)	
(a) 1 court	\$6/hr. plus tax
(b) 2 courts	\$12/hr. plus tax
(c) Civic Group, Youth Organization, League, Business, Industry, Church or School Single court, per reservation	\$15/hr. plus tax

(d) Per season single court only – rates to be determined on a case-by-case basis by the Parks, Recreation, and Culture Board and City Council.

15. Unity Park Softball Field Usage	\$25.00 plus tax per day Non-Resident \$15.00 plus tax per day Resident
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G. Planning & Zoning Department.

1. Administrative Appeals	\$200.00 plus costs
2. Administrative Permit	\$75.00
3. Administrative Subdivision	\$275.00 plus costs
4. Annexation/De-Annexation	\$100.00 plus costs
5. Comprehensive Plan Amendment	\$325.00 plus costs
6. Conditional Use Permit	\$325.00 plus costs
7. Conditional Use Permit Amendment	\$275.00 plus costs
8. Copy of Comprehensive Plan	\$50.00
9. Copy of Maps	\$.50 black and white
10. Copy of Zoning Map	Fee based on size & type of map
11. Copy of Zoning Ordinance	\$25.00
12. Copy of Engineer Design Standards	\$35.00
13. Development Agreement for Subdivisions	\$2,500.00 escrow plus costs
14. Development Agreement (Non-Subdivision)	\$1,500.00 escrow plus costs
15. Easement Application	\$200.00 plus costs
16. EAW & EIS Review	\$600.00 plus costs
17. Final Plat	\$325.00 plus \$10.00 per lot/unit plus costs (\$1,500.00 escrow)
18. Interim Use Permit	\$325.00 plus costs
19. Minor Subdivision Plat	\$325.00 plus costs (\$1,000.00 escrow)
20. Planned Unit Development – Final Plan	\$325.00 plus costs (\$1,500.00 escrow)
21. Planned Unit Development – General Plan	\$500.00 plus costs (\$1,500.00 escrow)
22. Preliminary Plat	\$500.00 plus costs (\$1,500.00 escrow)
23. Rezoning Request	\$325.00 plus costs
24. Sign Permit (permanent)	\$75.00
25. Sign Permit (temporary)	\$50.00
26. Signal Light Fee (Residential)	\$119.00 per residential unit
27. Signal Light Fee (Commercial)	\$0.10 per sq. ft. of usable Commercial lot platted
28. Site Plan Review	\$325.00 plus costs (\$1,000.00 escrow)
29. Site Plan Review Financial Surety	125% of estimated cost of site (Commercial/Industrial)

	improvements (driveway, parking and loading areas)
30. Text Amendment	\$275.00
31. Vacation Request	\$275.00 plus costs
32. Variance Request	\$325.00 plus costs
33. Wetlands Replacement Plan Review	\$500.00
34. Zoning Permits	\$80.00
35. Zoning Verification Letter	\$30.00

H. Police Department.

1. Administrative Citation	\$60.00
2. Alcohol Screening	\$3.00 per time or \$75.00 per year
3. Chemical Disposal (small amount)	Cost of Disposal
4. Chemical Disposal (large Amount)	Cost of Disposal
5. Cleaning of Crime Scene	Cost of Cleanup
6. Copy of Photo	\$5.00
7. Copy of Police Report	\$.25 per page, plus tax
8. Copy of Video/Audio/DVD	\$25.00
9. Fee for Returned Check listed under Administration	
10. Fingerprinting	\$15.00 per non-resident or non-Isanti business, \$0.00 for Isanti resident or business
11. Parking Ticket	\$20.00
12. Police Records Search	\$35.00
13. Professional Hire of Police Office	Actual hourly wage multiplied by 150%
14. Reschedule Hearing on Administrative Citation	\$50.00
15. Storage Fees	\$20.00 per day
16. Towing	As per towing contract fee schedule
17. Unjust Hearing	150% of cost of hearing

I. Sewer and Water Department.

1. Delinquent Posting Notice Fee	\$15.00
2. Water Meter - New Construction:	
(a) Meter (5/8 & 3/4 inch)	Cost included in permit fee
(b) Meter (larger, > 3/4 inch, diameter)	Cost minus \$304.00
(c) Replacement or additional:	
Meter (5/8 & 3/4 inch)	
Full Meter	\$314.00
Orion Radio	\$172.00
HRE Body	\$60.00
Copper Horn	\$82.00
(d) Meter (larger, > 3/4 inch, diameter)	Cost plus \$25.00
3. Meter Connections/Fittings	Cost
4. Meter Replacement Administrative	

Fee for Non-Compliance	\$75.00/month
5. Private Metered Water Sales Deposit	\$2,000.00 (refundable deposit) \$10.00 minimum and up to 1 st 1000 gallons; as per rate study per/1,000 thereafter
6. Private Well Water Testing	\$90.00
7. Sewer Access Fee (SAC)	Per Ordinance per unit based on REC assessment
8. Sewer Rates	Per Ordinance
9. Storm Water Rates	Per Ordinance
10. Storm Water Escrow Commercial	\$3,000.00
11. Storm Water Escrow Residential	\$1,000.00
12. Trunk Utility Charge Residential	\$1,000.00/unit if more than one unit based on REC schedule or per Development Agreement
13. Trunk Utility Charge Commercial/Industrial	\$2,050.00 per Commercial /Industrial acre or per Development Agreement
14. Unpaid Water and Sewer	\$5.00 per month
15. Valve Plate Cover	\$100.00
16. Water Access Charge (WAC)	Per Ordinance per unit based on REC assessment
17. Water Disconnect/Reconnect	\$50.00
18. Water Disconnect / Reconnect (After hours)	\$100.00 minimum per person, after one hour \$100.00 per hour per person
19. Water Meter History Report	\$50.00
20. Water Meter Testing	1 Hour Public Works Staff plus Costs
21. Water Rates	Per Ordinance

J. Street Department.

1. Bobcat/Tractor Charge with Operator	\$100.00 per Hour
2. Labor – During work hours	\$50.00 per Hour, half hour minimum
3. Labor – After Hours	\$100.00 per Hour, 2 hour minimum
4. Mow Charge with Operator	\$90.00 per Hour
5. Sidewalk Snow Removal	\$30.00
6. Street Cut Permit	\$1,200.00
7. Weed Whip Charge with Operator	\$75.00 per Hour
8. MINNESOTA WARN RATES	Equipment Charges Are Per Hour with Operator
	<u>Business Hours</u> <u>Non-Business Hours</u>
Road Grader with Wing, Dump Truck with	\$160.00 \$180.00

Snowplow and Wing, Wheel Loader		
Air Compressor with	\$90.00	\$110.00
Accessories and Pickup, Pickup, One Ton		
Trucks, Tractors		
Vactor with Pickup	\$135.00	\$145.00
(Requires Two Operators) There is an		
additional charge of \$.35 per lineal foot for		
sewer cleaning.		
Single Axle Truck, Street Sweeper, Single Axle	\$125.00	\$145.00
Dump Truck with Snowplow,		
Six Inch Pumps with Engine	\$75.00	\$95.00
Skidsteer, Self-propelled Mower/Snow Blower/	\$90.00	\$105.00
V Plow/Broom/Brush Hog/Grapple Bucket		
Attachment		
All Other Equipment Such As Chain Saw,	\$75.00	\$95.00
Push Mower and Weed Whips		

K. Fire.

1. Fire Extinguisher Service Deposit Fee	\$25.00 (refundable)
2. Fire Extinguisher – Administrative Fee	\$3.00

Section 3. Other fees.

This is not an all-inclusive fee schedule for fees that may be charged by the City. The City Council is solely responsible for the setting and establishment of fees, whether listed in this Chapter or in an ordinance, a resolution or negotiated in an agreement.

Section 4. Summary publication of chapter authorized.

The City Council authorizes this Chapter to be published in summary form, with copies of the fee schedule available to the public at city hall at no charge.

Section 5. Effective date.

This ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

Posting Date: 3/25/2020
CC Reading Date:
Publication Date:
Effective Date:



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Chief of Police
Date: April 7, 2020
Subject: Ordinance Amending Chapter 233 Pawn Shops

Background:

Chapter 233 in City Code requires licensed Pawnbrokers to report transactions via the specified Automated Pawn System [APS]. The city has utilized the Minneapolis Police Department's APS as the specified automated pawn system for the city. As of March 1st 2020 Minneapolis Police Department halted their APS system and is no longer operable.

Chapter 233 has been amended to allow for an alternative to the Minneapolis Police Department APS that was listed in the chapter.

Staff drafted and City Attorney reviewed the proposed changes. The draft was posted on March 26th 2020 for public notice.

Request:

Staff is requesting action on this item

Attachments:

- Ordinance amending City Code 233 Pawn Shops
- Resolution 2020-XXX

ORDINANCE No. _____

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 345 ADOPTED ON OCTOBER 18, 2005 AND AMENDED BY ORDINANCE 427 ADOPTED ON JANUARY 15, 2008 AND AMENDED BY ORDINANCE 471 ADOPTED ON NOVEMBER 17, 2009 AND AMENDED BY ORDINANCE 545 ADOPTED ON NOVMEBER 20, 2012 AND AMENDED BY ORDINANCE 634 ADOPTED ON MARCH 15, 2016 AND ORDINANCE 635 ADOPTED ON MARCH 15, 2016 AND TITLED PAWN SHOPS

The City Council of the City of Isanti, Minnesota ordains:

Section 1 – Repealer. Ordinance 345 and amending Ordinances 427, 471, 545, 634 and 635, codified in Chapter 233 of the City Code is hereby replaced in its entirety and replaced with the ordinance set forth below.

Section 2 – Ordinance. The following Chapter 233 is hereby adopted:

Chapter 233

PAWN SHOPS

- | | |
|---|---|
| § 233-1. Purpose. | § 233-12. Receipt requirements. |
| § 233-2. Definitions. | § 233-13. Redemption period. |
| § 233-3. Reportable transactions. | § 233-14. Holding period. |
| § 233-4. Billable transaction. | § 233-15. Police Department order to |
| § 233-5. License required. | hold property. |
| § 233-6. License fees. | §233-16. Inspection of premises, items |
| § 233-7. Expiration of license. | and records. |
| § 233-8. Application requirements. | §233-17. Labeling of items. |
| § 233-9. Bond requirements. | §233-18. Prohibited acts. |

§ 233-10. Required records.

**§ 233-11. Reports to Isanti Police
Department.**

**§233-19. Denial, suspension or
revocation of license.**

§233-20. Business at only one place.

§233-21. Violations and penalties.

233-1 Purpose.

The City of Isanti finds that use of services provided by pawnbrokers provides an opportunity for the commission of crimes and their concealment because pawn businesses have the ability to receive and transfer property stolen by others easily and quickly. The City of Isanti also finds that consumer protection regulation is warranted in transactions involving pawnbrokers. The City of Isanti further finds that the pawn industry has outgrown the city's current ability to effectively or efficiently identify criminal activity related to pawn shops. The purpose of this chapter is to prevent pawn businesses from being used as facilities for the commission of crimes, and to assure that such businesses comply with basic consumer protection standards, thereby protecting the public health, safety, and general welfare of the citizens of the City.

To help the Isanti Police Department better regulate current and future pawn businesses, decrease and stabilize costs associated with the regulation of the pawn industry, and increase identification of criminal activities in the pawn industry through the timely collection and sharing of pawn transaction information, this chapter also implements and establishes the required use of an automated pawn system.

233-2 Definitions.

When used in this article, the following words shall mean:

AUTOMATED PAWN SYSTEM – A computer database, accessible from remote locations, designed to input and retrieve data on pawnbroker transactions.

PAWNBROKER – Except as provided in this paragraph, "pawnbroker" means an person engaged in whole or in part in the business of lending money on the security of pledged goods

left in pawn, or in the business of purchasing tangible personal property to be left in pawn on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time. The following are exempt from the definition of "pawnbroker". Any bank regulated by the State of Minnesota, the comptroller of the currency of the United States, the Federal Deposit Insurance Corporation, the board of governors of the Federal Reserve System, or any other federal or state authority and their affiliates; any bank or savings association whose deposits or accounts are eligible for insurance by the Federal Deposit Insurance Corporation or any successor to it and all affiliates of those banks and savings associations; any state or federally chartered credit union; and any industrial loan and thrift company or regulated lender subject to licensing and regulation by the Department of Commerce.

233-3 Reportable transaction.

Every transaction conducted by a pawnbroker in which merchandise is received through a pawn, purchase, consignment or trade, or in which a pawn is renewed, extended or redeemed, or for which a unique transaction number or identifier is generated by their point-of-sale software, or an item is confiscated by law enforcement, is reportable except:

- A. The bulk purchase or consignment of new or used merchandise from a merchant, manufacturer or wholesaler having an established permanent place of business, and the retail sale of said merchandise, provided the pawnbroker must maintain a record of such purchase or consignment which describes each item, and must mark each item in a manner which relates it to that transaction record.
- B. Retail and wholesale sales of merchandise originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

233-4 Billable transaction.

Every reportable transaction conducted by a pawnbroker is a billable transaction except renewals, redemptions or extensions of existing pawns on items previously reported and continuously in the licensee's possession, voided transactions and confiscations.

233-5 License required.

No person shall engage in the business of pawnbroker at any location without a pawn broker's license for that location. No pawnbroker license may be transferred to a different location or a different person. Issuance of a license under this chapter shall not relieve the licensee from obtaining any other licenses required to conduct business at the same or other locations.

233-6 License fees.

A. The application must be accompanied by the license fees specified, which may be amended from time to time by action of the City Council.

B. License fees will be prorated if applied for and issued after April 1st.

C. The billable transaction license fee shall reflect the cost of processing transactions and other related regulatory expenses as determined by the Isanti City Council by ordinance and adjusted as necessary. Licensees shall be notified in writing thirty (30) days before any adjustment is implemented.

D. Billable transaction fees shall be billed monthly are due and payable within thirty (30) days. Failure to do so is a violation of this chapter.

233-7 Expiration of license.

All licenses shall expire on March 31st.

233-8 Application requirements.

A. Contents. An application form provided by the City Clerk's Office must be completed by every applicant for a new license or for renewal of an existing license. Every new applicant and renewals of an existing license must provide all the following information.

1. If the applicant is a natural person:

(a) The name, place and date of birth, street resident address, and phone number of applicants.

(b) Whether the applicant is a citizen of the United States or resident alien.

(c) Whether the applicant has ever used or has been known by a name other than the applicant's name, and if so, the name or names used and information concerning dates and places used.

(d) The name of the business if it is to be conducted under a designation, name, or style other than the name of the applicant and a certified copy of the certificate as required by Minnesota Statutes, Section 333.01, as amended from time to time.

(e) The street address at which the applicant has lived during the preceding five (5) years.

(f) The type, name and location of every business or occupation in which the applicant has been engaged during the preceding five (5) years and the name(s) and address(s) of the applicant's employer(s) and partner(s), if any, for the proceeding five (5) years.

(g) Whether the applicant has ever been convicted of a felony, crime, or violation of any ordinance other than a traffic ordinance. If so, the applicant must furnish information as to the time, place, and offense of all such convictions.

(h) The physical description of the applicant.

(i) Applicant's current personal financial statement and true copies of the applicant's federal and state tax returns for the two (2) years prior to application.

(j) If the applicant does not manage the business, the name of the manager(s) or other person(s) in charge of the business and all information concerning each of them required in a. through h. of subdivision (1) of this section.

2. If the applicant is a partnership:

(a) The name(s) and address(s) of all general and limited partners and all information concerning each general partner required in subdivision (1) of this section.

(b) The name(s) of the managing partner(s) and the interest of each partner in the licensed business.

(c) A true copy of the partnership agreement shall be submitted with the application. If the partnership is required to file a certificate as to a trade name pursuant to Minnesota Statutes, Section 333.01, as amended from time to time, a certified copy of such certificate must be attached to the application.

(d) A true copy of the federal and state tax returns for partnership for the two (2) years prior to application.

(e) If the applicant does not manage the business, the name of the manager(s) or other person(s) in charge of the business and all information concerning each of them required in a. through h. of subdivision (1) of this section.

3. If the applicant is a corporation or other organization:

(a) The name of the corporation or business form, and if incorporated, the state of incorporation.

(b) A true copy of the Certificate of Incorporation, Articles of Incorporation or Association Agreement, and By-laws shall be attached to the application. If the applicant is a foreign corporation, a Certificate of Authority as required by Minnesota Statutes, Section 303.06, as amended from time to time, must be attached. Any proposed change to either the articles or the by-laws of the corporation must be reported to the City Clerk at least 14 days prior to the date such change is to be adopted by the corporation. In the case of a corporate application, the application must also describe fully the relationship of the corporation to any other corporation including the name, business address, state of incorporation, names of stockholders, directors and officers thereof as provided hereafter, but in the case of publicly-held corporations, the city may accept disclosure documents required by the Securities and Exchange Commission of the United States of America in lieu of such information.

(c) The name of the manager(s) or other person(s) in charge of the business and all information concerning each manager, proprietor, or agent required in a. through h. of subdivision (1) of this section.

(d) A list of all persons who control or own an interest in excess of five (5) Percent in such organization or business form or who are officers of the corporation or business form and all information concerning said persons required in subdivision (1) above. This subdivision (d), however, shall not apply to a corporation whose stock is publicly traded on a stock exchange and is applying for a license to be owned and operated by it.

4. For all applicants:

(a) Whether the applicant holds a current pawnbroker, precious metal dealer or secondhand goods dealer license from any other governmental unit.

(b) Whether the applicant has previously been denied, or had revoked or suspended, a pawnbroker, precious metal dealer, or secondhand dealer license from any other governmental unit.

(c) The location of the business premises.

(d) If the applicant does not own the business premises, a true and complete copy of the executed lease.

(e) The legal description of the premises to be licensed.

(f) Whether all real estate and personal property taxes that are due and payable for the premises to be licensed have been paid, and if not paid, the years and amounts that are unpaid.

(g) Whenever the application is for premises either planned or under construction or undergoing substantial alteration, the application must be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed.

(h) Such other information as the City of Isanti or issuing authority may require.

(i) The applicant and/or their legal representative shall be present at the City Council meeting where the application for a new license, or renewal of an existing license, is under consideration. Applications will not be considered for approval unless the applicant or the applicant's legal representative is present at the meeting.

B. New manager.

1. When a licensee places a manager in charge of a business, or if the named manager(s) in charge of a licensed business changes, the licensee must complete and submit the appropriate application within 14 days. The application must include all appropriate information required in this section.

2. Upon completion of a background investigation of a new manager, the licensee must pay an amount equal to the cost of the investigation to assure compliance with this chapter. If the investigation process is conducted solely within the State of Minnesota, the fee shall be the cost of the Investigation, as set by the City of Isanti. If the investigation is conducted outside the State of Minnesota, the issuing authority may recover the actual investigation costs.

C. Application execution. All applications for a license under this chapter must be signed and sworn to under oath or affirmation by the applicant. If the application is that of a natural person, it must be signed and sworn to by such person; if that of a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.

D. Investigation. All license applications submitted under this article must be referred to the Isanti Police Department to conduct a background investigation. Every individual or person having any beneficial interest must be so investigated. The Isanti Police Department must investigate into the truthfulness of the statements set forth in the application. The applicant must furnish to the Isanti Police Department's license inspector such evidence as the inspector may reasonably require in support of the statements set forth in the application. The Chief of Police or their designee must report the findings and comments to the City Administrator who must order or conduct such additional investigations as the administrator deems necessary or as the City Council directs.

E. Persons ineligible for a license. No licenses under this chapter will be issued to an applicant who is a natural person, a partnership if such applicant has any general partner or managing partner, a corporation or other organization if such applicant has any manager, proprietor or agent in charge of the business to be licensed, if the applicant:

1. Is a minor at the time that the application is filed.

2. Has been convicted of any crime directly related to the occupation licensed as prescribed by Minnesota Statutes, Section 364.03, Subd. 2 as amended from time to time, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this chapter as prescribed by Minnesota Statutes, Section 364.03, Subd. 2, as amended from

time to time; and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this article as prescribed by Minnesota Statutes 364.03, Subd. 3 as amended from time to time.

3. Is not of good moral character or repute.

4. Has been the subject of an investigation by a consumer protection agency, State Attorney General's office, Better Business Bureau, or similar group or agency and such investigation has indicated a pattern of disregard of consumer rights in the conduct of the business.

5. Holds an intoxicating liquor license under Chapter 76 of the Isanti City Code of Ordinances.

6. Has knowingly falsified or misrepresented information on the application.

7. Is not the real party with interest in the business being licensed or registered;

8. Has had an interest in a corporation, partnership, association, enterprise, business or firm that had a pawnbroker, precious metal or secondhand goods dealer's license denied or revoked as a result of a violation of law within five years of the date the license or registration application is submitted to the issuing authority; or

9. Owes taxes or assessments to the state, county, school district or City that are due or delinquent.

233-9 Bond required.

Before a license will be issued, every applicant must submit a bond on the forms provided by the licensing authority. The bond will be \$5,000. All bonds must be conditioned that the principal will observe all laws in relation to pawnbrokers, and will conduct business in conformity thereto, and that the principal will account for and deliver to any person legally entitled any goods which have come into the principal's hand through the principal's business as a pawnbroker, or in lieu thereof, will pay the reasonable value in money to the person. The bond shall contain a provision that no bond may be canceled except upon 30 days' written notice to the City of Isanti, which shall be served upon the licensing authority.

233-10 Records required.

At the time of any reportable transaction other than renewals, extensions or redemptions, every licensee must immediately record in English the following information by using ink or other

indelible medium on forms or in a computerized record approved by the Isanti Police Department.

A. A complete and accurate description of each item including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.

B. The purchase price, amount of money loaned upon, or pledged therefore.

C. The maturity date of the transaction and the amount due, including monthly and annual interest rates and all pawn fees and charges.

D. Date, time and place the item of property was received by the licensee, and the unique alpha and/or numeric transaction identifier that distinguishes it from all other transactions in the licensee's records.

E. Full name, current residence address, current residence telephone number, date of birth and accurate description of the person from whom the item of the property was received, including: sex, height, weight, race, color of eyes and color of hair.

F. The identification number and state of issue from any of the following forms of identification of the seller.

1. Current valid Minnesota driver's license.

2. Current valid Minnesota identification card.

3. Current valid photo identification card issued by another state or province of Canada.

G. The signature of the person identified in the transaction.

H. Color Photographs or videos.

1. Effective sixty (60) days from the date of notification by the Isanti Police Department of acceptable video standards the licensee must also take a color photograph or color video recording of:

(a) Each customer involved in a reportable transaction.

(b) Every item pawned or sold that does not have a unique serial or identification number permanently engraved or affixed.

2. If a photograph is taken, it must be at least two (2) inches in length by two (2) inches in width and must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the Isanti Police Department or the Isanti Police Department's designee, upon request. The major portion of the photograph must include an identifiable front facial close-up of the person who pawned or sold the item. Items photographed must be accurately depicted, and serial or identification numbers shall be photographed if applicable. The licensee must inform the person that they are being photographed by displaying a sign of sufficient size in a conspicuous place in the premises. If a video photograph is taken, the video camera must zoom in on the person pawning or selling the item so as to include an identifiable close-up of that person's face. Items photographed by video must be accurately depicted. Video photographs must be electronically referenced by time and date so they can be readily matched and correlated with all other records of the transaction to which they relate. The licensee must inform the person that he or she is being videotaped orally and by displaying a sign of sufficient size in a conspicuous place on the premises. The licensee must keep the exposed videotape for three months.

I. Digitized photographs. Effective 60 days from the date of notification by the Isanti Police Department licensees must fulfill the color photograph requirements as specified in subsection H above by submitting them as digital images, in a format specified by the issuing authority, electronically cross-referenced to the reportable transaction they are associated with. Notwithstanding the digital images may be captured from required video recordings, this provision does not alter or amend the requirements in Subsection H.

J. Renewals, extensions and redemptions. For renewals, extensions and redemptions, the licensee shall provide the original transaction identifier, the date of the current transaction, and the type of transaction.

K. Inspection of records. The records must at all reasonable times be open to inspection by the Isanti Police Department or authorized city employees or agents. Data entries shall be retained for at least three (3) years from the date of transaction. Entries of required digital images shall be retained a minimum of ninety (90) days

233-11 Reports to Isanti Police Department.

A. Effective no later than sixty (60) days after the Isanti Police Department provides licensees with the current version of the automated pawn interchange file specification format or similar automated record system that may be specified by the City. Licensees must submit every reportable transaction to the Isanti Police Department daily in the following manner: Licensees must provide to the Isanti Police Department all reportable transaction information by transferring it from their computer to the automated pawn system interchange file specification format or similar automated record system as specified by the City via a modem using the current version. All required records must be transmitted completely and accurately after the close of the business each day in accordance with standards and procedures established by the issuing authority. Any transaction that does not meet the automated pawn system interchange file specification format must be corrected and resubmitted the next business day. The licensee must display a sign of sufficient size, in a conspicuous place in the premises, which informs patrons that all transactions are reported to the Isanti Police Department daily.

B. Billable transaction fees. Licensees will be charged for each billable transaction reported to the Isanti Police Department.

1. If a licensee is unable to successfully transfer the required reports by modem, the licensee must provide the Isanti Police Department, upon request, printed copies of all reportable transactions along with the video tape(s) for that date, by noon the next business day.

2. If the problem is determined to be in the licensee's system and is not corrected by the close of the first business day following the failure, the licensee must continue to provide the required reports as detailed in the section titled DAILY REPORTS TO ISANTI POLICE DEPARTMENT (b)(1), and must be charged a fifty dollar (\$50.00) reporting failure penalty, daily, until the error is corrected.

3. If the problem is determined to be outside the licensee's system, the licensee must continue to provide the required reports as specified in the section titled DAILY REPORTS TO ISANTI POLICE DEPARTMENT (b)(1), and resubmit all such transactions via modem when the error is corrected.

4. If a licensee is unable to capture, digitize or transmit the photographs required in the section titled RECORDS REQUIRED subdivision 10, the licensee must immediately take all required photographs with a still camera, cross-reference the photographs to the correct transaction, and make the pictures available to the Isanti Police Department upon request.

5. Regardless of the cause or origin of the technical problems that prevented the licensee from uploading their reportable transactions, upon correction of the problem, the licensee shall upload every reportable transaction from every business day the problem had existed.

6. As referred to in the section titled DAILY REPORTS TO ISANTI POLICE DEPARTMENT (b) (1) through (3) notwithstanding, the Isanti Police Department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

233-12 Receipt required.

Every licensee must provide a receipt to the party identified in every reportable transaction and must maintain a duplicate of that receipt for three (3) years. The receipt must include at least the following information.

A. The name, address and telephone number of the licensed business.

B. The date and time the item was received by the licensee.

- C. Whether the item was pawned or sold, or the nature of the transaction.
- D. An accurate description of each item received including, but not limited to, any trademark, identification number, serial number, model number, brand name, or other identifying mark on such an item.
- E. The signature or unique identifier of the licensee or employee that conducted the transaction.
- F. The amount advanced or paid.
- G. The monthly and annual interest rates, including all pawn fees and charges.
- H. The last regular day of business by which the item must be redeemed by the pledger without risk that the item will be sold, and the amount necessary to redeem the pawned item on that date.
- I. The full name, current residence address, current residence telephone number, and date of birth of the pledger or seller.
- J. The identification number and state of issue from any of the following forms of identification of the seller:
 - 1. Current valid Minnesota driver's license.
 - 2. Current valid Minnesota identification card.
 - 3. Current valid photo driver's license or identification card issued by another state or province of Canada.
 - 4. Current valid military identification card.

5. Current valid passport.

K. Description of the pledger or seller including approximate sex, height, weight, race, color of eyes and color of hair.

L. The signature of the pledger or seller.

M. All printed statements as required by state statute 325J.04 subdivision 2 as amended from time to time, or any other applicable rule or law.

233-13 Redemption period.

Any person pledging, pawning or depositing an item for security must have a minimum of ninety (90) days from the date of that transaction to redeem the item before it may be forfeited and sold. During the ninety (90) day holding period, items may not be removed from the licensed location except as provided in the section titled BUSINESS AT ONLY ONE PLACE. Licensees are prohibited from redeeming any item to anyone other than the person to whom the receipt was issued or, to any person identified in a written and notarized authorization to redeem the property identified in the receipt, or to a person identified in writing by the pledger at the time of the initial transaction and signed by the pledger, or with approval of the Isanti Police Department license inspector. Written authorization for release of property to persons other than original pledger must be maintained along with original transaction record in accordance with the Section 233-10 Records Required.

233-14 Holding period.

Any item purchased or accepted in trade by a licensee must not be sold or otherwise transferred for 21 days from the date of the transaction. Exceptions shall be given to media items, to include VHS tapes, CD, DVD, Blue-Ray Discs, HD_DVD, audio cassettes, books, video games and other items deemed similar. Such media items must not be sold or otherwise transferred for 14 days from the date of transaction.

233-15 Isanti Police Department order to hold property.

A. Investigative hold. Whenever a law enforcement official from any agency notifies a licensee not to sell an item, the item must not be sold or removed from the premises. The

investigative hold shall be confirmed in writing by the originating agency within seventy-two (72) hours and will remain in effect for fifteen (15) days from the date of initial notification, or until the investigative order is canceled, or until an order to hold/confiscate is issued, pursuant to the section titled ISANTI POLICE DEPARTMENT ORDER TO HOLD PROPERTY (b), whichever comes first.

B. Order to hold. Whenever the Isanti Police Department or the Isanti Police Department's designee, notifies a licensee not to sell an item, the item must not be sold or removed from the licensed premises until authorized to be released by the Isanti Police Department or the Isanti Police Department's designee. An order to hold can include: direct correspondence by the Isanti Police Department or Isanti Police Department's designee verbally or in writing; or a hold order within an Automated Pawn System. The order to hold shall expire ninety (90) days from the date it is placed unless the Isanti Police Department or the Isanti Police Department's designee determines the hold is still necessary and notifies the licensee in writing.

C. Order to confiscate. If an item is identified as stolen or evidence in a criminal case, the Isanti Police Department or the Isanti Police Department's designee may:

1. Physically confiscate and remove it from the shop, pursuant to a written order from the Isanti Police Department or the Isanti Police Department's designee; or

2. Place the item on hold or extend the hold as provided herein, and leave it in the licensed premises under the control of the licensee who shall be responsible for maintaining possession of the item. When an item is confiscated, the person doing so shall provide identification upon request of the licensee, and shall provide the licensee the name and phone number of the confiscating agency and investigator, and the case number related to the confiscation. When an order to hold/confiscate is no longer necessary, the Isanti Police Department or the Isanti Police Department's designee shall so notify the licensee.

233-16 Inspection of premise, items and records.

At all times during the terms of the license, the licensee must allow law enforcement officials to enter the premises where the licensed business is located, including all off-site storage facilities as authorized herein, during normal business hours, except in an emergency. The purpose of

inspecting such premises and inspecting the items, wares and merchandise and records therein is to verify compliance with this chapter or applicable laws.

233-17 Labeling of items.

Licensees must attach a label to every item at the time it is pawned, purchased or received in inventory from any reportable transaction. Permanently recorded on this label must be the number or name that identifies the transaction in the shop's records, the transaction date, the name of the item and the description or the model and serial number of the item as reported to the Isanti Police Department, whichever is applicable, and the date the item is out of pawn or can be sold, if applicable. Labels shall not be re-used.

233-18 Prohibited acts.

A. No person under the age of eighteen (18) years may pawn or sell or attempt to pawn or sell goods with any licensee, nor may any licensee receive any goods from a person under the age of eighteen (18) years.

B. No licensee may receive any goods from a person of unsound mind or from persons who are clearly under the influence of an intoxicating substance.

C. No licensee may receive any goods, unless the seller presents identification in the form of a valid driver's license, a valid State of Minnesota identification card, or current valid photo driver's license or identification card issued by the state or providence of residency of the person from whom the item was received ,or valid passport, or valid military identification card.

D. No licensee may receive any item of property that possesses an altered or obliterated serial number or identification number or any item of property that has had its serial number removed.

E. No person may pawn, pledge, sell, consign, leave, or deposit any article of property which they do not have lawful ownership of. No person shall pawn, pledge, sell, consign, leave, or deposit the property of another, whether with permission or without; nor shall any person pawn, pledge, sell, consign, leave, or deposit any article of property in which another has a security interest in.

F. No person seeking to pawn, pledge, sell, consign, leave, or deposit any article of property with any licensee shall give a false or fictitious name; false date of birth; false or out of date address of residence; or telephone number; nor present a false or altered identification, or the identification of another; to any licensee.

233-19 Denial, suspension or revocation.

Any license under this chapter may be denied, suspended or revoked for one or more of the following reasons.

A. The proposed use does not comply with the any applicable law or rule, including applicable zoning laws.

B. The proposed use does not comply with any health, building, building maintenance or other provisions of this Code of Ordinances or state law.

C. The applicant or licensee has failed to comply with one or more provisions of this chapter.

D. The applicant is not a citizen of the United States or a resident alien, or upon whom it is impractical or impossible to conduct a background or financial investigation due to the unavailability of information.

E. Fraud, misrepresentation or bribery in securing or renewing a license.

F. Fraud, misrepresentation or false statements made in the application and investigation for, or in the course of the applicant's business dealings.

G. Violation within the preceding five (5) years, of any law relating to theft, damage or trespass to property, sale of a controlled substance, or operation of a business, or any other crime showing a lack of moral turpitude.

H. The owner of the premises licensed or to be licensed would not qualify for a license under the terms of this chapter.

233-20. Business at only one place.

A license under this chapter authorizes the licensee to carry on its business only at the permanent place of business designated in the license. However, upon written request, the Isanti Police Department license inspector may approve an off-site locked and secured storage facility. The licensee shall permit inspection of the facility in accordance with the section titled INSPECTION OF ITEMS. All provisions of this chapter regarding record keeping and reporting apply to the facility and its contents. Property shall be stored in compliance with all provisions of city code. The licensee must either own the building in which the business is conducted, and any approved off-site storage facility, or have a lease on the business premise that extends for more than six (6) months.

233-21 Severability.

Should any section, subsection, clause or other provision of this chapter be declared by a court of competent jurisdiction to be invalid such decision shall not affect the validity of the ordinance as a whole or any part other than the part so declared invalid.

233-22 Violations and penalties.

Any person convicted of violating any provision of this chapter is guilty of a misdemeanor, punishable by a fine of not to exceed \$1,000 or imprisonment for a period of 90 days, or both, but in either case the costs of prosecution may be added.

EFFECTIVE DATE.

This ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the Isanti City Council this 7th day of April 2020.

Mayor Jeff Johnson

Attest:

Katie Brooks

Human Resources/City Clerk

Posting Date:

CC Reading Date:

Publication Date:

Effective Date:



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: April 7, 2020
Subject: Amendment to the Development Agreement for Legacy Pines – Phase I

Background:

The City entered into a Development Agreement with Odyssey Homes, Inc. in 2018 for the development of Legacy Pines – Phase I. The development is complete at this time and per the development agreement we are holding 10% of the original letter of credit for a warranty.

Odyssey Homes is requesting an Amendment to the Development Agreement in order to assign the agreement to Everpine Land Holdings LLC and for them to post a warranty bond in place of the letter of credit, and to release said letter of credit. The city attorney has reviewed the request and prepared the amendment.

Request:

Consider Amendment to the development agreement

Attachments:

- Amendment to the Development Agreement

CITY OF ISANTI
AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR
LEGACY PINES – PHASE 1

This Amendment is by and between the City of Isanti, a Minnesota municipal corporation, and Everpine Land Holdings, LLC, a Minnesota limited liability company, and amends the Development Agreement – Legacy Pines (Phase 1) – dated November 7, 2018, by and between the City of Isanti and Odyssey Homes, Inc.

Recitals

- A. The City and Odyssey Homes, Inc. entered into the Development Agreement for Phase 1 of the Legacy Pines development. That phase was fully constructed by Odyssey Homes, Inc.
- B. Pursuant to Section 14 of the Development Agreement, Odyssey Homes, Inc. provided the City with a letter of credit as a financial guarantee for completion of the Municipal Improvements. The Municipal Improvements were completed by Odyssey Homes, Inc. and accepted by the City. Consequently, the letter of credit was reduced to \$169,111.16, which is 10% of the original amount.
- C. Section 13 of the Development Agreement required Odyssey Homes, Inc. to post a warranty bond to guarantee completion of warranty items related to the Municipal Improvements. No bond was provided; the letter of credit served as security for the warranty work.
- D. Everpine Land Holdings, LLC acquired Odyssey Homes, Inc.'s interest in the Development Agreement – Legacy Pines (Phase 1) – and is the assignee of the letter of credit provided to the City by Odyssey Homes, Inc.
- E. Everpine Land Holdings, LLC desires to substitute a warranty bond for the existing letter of credit as security for the Municipal Improvements and the City is amenable to said substitution.

Agreement

In consideration of the mutual promises set forth below, and other good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

- 1. The above recitals are incorporated herein as if fully set forth.
- 2. The City accepts and approves assignment of the Development Agreement from Odyssey Homes, Inc. to Everpine Land Holdings, LLC. Everpine acknowledges

3. Section 33(a) of the Development Agreement is hereby modified by replacing Odyssey Homes, Inc. with the following:

4. Everpine shall provide the City with a bond to guarantee completion of warranty items pursuant to Section 13 of the Development Agreement. The form of the bond is subject to approval by the City. Upon receipt and acceptance of the bond, the City will release the existing letter of credit.
5. This amendment is effective April ____, 2020.
6. All other terms of the Development Agreement not modified by this Amendment shall remain in effect as originally stated.

By: _____
Jeff Johnson, Mayor

Katie Brooks, City Clerk

This instrument was acknowledged before me on this ____ day of April, 2020, by Jeff Johnson and Katie Brooks as Mayor and City Clerk of the City of Isanti, respectively, on behalf of the City.

2

EVERPINE LAND HOLDINGS, LLC

Robert Machacek, Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me by Robert Machacek as Chief Manager of Everpine Land Holdings, LLC, on behalf of that Minnesota limited liability company.

Notary Public

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 3/18/2020 - 3/18/2020

Page: 1

Mar 24, 2020 01:37PM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

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03/20	03/18/2020	53205	53	BELLBOY CORPORATION	609-20200	7,192.66
03/20	03/18/2020	53206	9	BERNICKS PEPSI-COLA	609-20200	1,372.04
03/20	03/18/2020	53207	368	BILLS QUALITY CLEANING	101-20200	446.00
03/20	03/18/2020	53208	918	CRYSTAL SPRINGS ICE	609-20200	66.42
03/20	03/18/2020	53209	2243	D & G ELECTRIC INC	602-20200	230.30
03/20	03/18/2020	53210	8	DAHLHEIMER DISTRIBUTING CO	609-20200	3,096.57
03/20	03/18/2020	53211	1646	DAVIS EQUIPMENT CORPORATION	101-20200	539.16
03/20	03/18/2020	53212	2720	DEFIANT DISTRIBUTORS	609-20200	430.31
03/20	03/18/2020	53213	2478	EAST CENTRAL ENERGY	101-20200	42.85
03/20	03/18/2020	53214	55	ECM PUBLISHERS INC	609-20200	161.00
03/20	03/18/2020	53215	16	ELECTRO WATCHMAN INC	609-20200	272.53
03/20	03/18/2020	53216	2881	FAUSKEE, GREGORY	609-20200	49.33
03/20	03/18/2020	53217	696	GENESIS LLC	609-20200	75.00
03/20	03/18/2020	53218	2761	GRATITUDE FARMS	101-20200	250.00
03/20	03/18/2020	53219	2741	GS LAND LLC	505-20200	32,911.00
03/20	03/18/2020	53220	160	HAWKINS INC	601-20200	3,099.82
03/20	03/18/2020	53221	1063	HAYFORD FORD	101-20200	861.87
03/20	03/18/2020	53222	2209	INNOVATIVE OFFICE SOLUTIONS, INC	609-20200	48.37
03/20	03/18/2020	53223	7	JOHNSON BROTHERS LIQUOR CO	609-20200	3,922.13
03/20	03/18/2020	53224	5	KAWALEK TRUCKING	609-20200	142.20
03/20	03/18/2020	53225	1773	KLERSY, SCOT	101-20200	100.00
03/20	03/18/2020	53226	136	LEAGUE OF MN CITIES	101-20200	795.00
03/20	03/18/2020	53227	131	MACQUEEN EQUIPMENT INC	603-20200	479.59
03/20	03/18/2020	53228	130	MARCO TECHNOLOGIES LLC	101-20200	185.96
03/20	03/18/2020	53229	17	MCDONALD DISTRIBUTING CO	609-20200	6,667.75
03/20	03/18/2020	53230	33	MN CHIEFS OF POLICE	101-20200	970.00
03/20	03/18/2020	53231	194	MN DEPT OF HEALTH	101-20200	23.00
03/20	03/18/2020	53232	1945	MN DEPT OF LABOR	101-20200	30.00
03/20	03/18/2020	53233	2080	MVTL LABORATORIES INC	602-20200	293.23
03/20	03/18/2020	53234	1411	NORTH TH 65 CORRIDOR COALITION	101-20200	250.00
03/20	03/18/2020	53235	44	PHILLIPS WINE & SPIRITS INC	609-20200	4,214.90
03/20	03/18/2020	53236	12	POSTMASTER	101-20200	125.00
03/20	03/18/2020	53237	2630	RAPP, JORDAN	101-20200	100.00
03/20	03/18/2020	53238	2341	RED BULL DISTRIBUTION	609-20200	173.00
03/20	03/18/2020	53239	2031	RESOURCE TRAINING	101-20200	105.00
03/20	03/18/2020	53240	2882	ROSNOW, JODY	101-20200	53.69
03/20	03/18/2020	53241	73	STAR	101-20200	1,370.38
03/20	03/18/2020	53242	1740	TOSHIBA FINANCIAL SERVICES	108-20200	248.50
03/20	03/18/2020	53243	2150	TRAFFIX GRAPHIX INC	101-20200	250.00
03/20	03/18/2020	53244	42	VIKING COCA-COLA BOTTLING CO	609-20200	130.25
03/20	03/18/2020	53245	4	WATSON CO INC	609-20200	1,186.39
03/20	03/18/2020	53246	2880	WHITE TIGER MARTIAL ARTS	001-20200	1.41
03/20	03/18/2020	53247	780	WINE MERCHANTS	609-20200	336.00
Grand Totals:						73,298.61

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 3/25/2020 - 3/25/2020Page: 1
Mar 25, 2020 11:13AM

Report Criteria:

Report type: Summary

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03/20	03/25/2020	53248	2884	AKASON, JENNIFER	101-20200	53.69
03/20	03/25/2020	53249	2378	APWA	603-20200	437.50
03/20	03/25/2020	53250	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	563.18
03/20	03/25/2020	53251	1112	AUTO VALUE CAMBRIDGE	101-20200	50.97
03/20	03/25/2020	53252	2850	BEAUDRY OIL & PROPANE INC	101-20200	1,357.42
03/20	03/25/2020	53253	9	BERNICKS PEPSI-COLA	609-20200	1,010.72
03/20	03/25/2020	53254	1500	BOLTON & MENK INC	601-20200	48,339.80
03/20	03/25/2020	53255	1815	CENTURYLINK	609-20200	874.30
03/20	03/25/2020	53256	120	CONNEXUS ENERGY	101-20200	16,492.67
03/20	03/25/2020	53257	8	DAHLHEIMER DISTRIBUTING CO	609-20200	13,908.67
03/20	03/25/2020	53258	1941	DELTA DENTAL	861-20200	2,949.50
03/20	03/25/2020	53259	1481	DENNISON TECHNOLOGY GROUP INC	101-20200	800.90
03/20	03/25/2020	53260	912	FASTENAL COMPANY	603-20200	198.39
03/20	03/25/2020	53261	385	FEDERATED CO-OPS INC	101-20200	59.99
03/20	03/25/2020	53262	1682	FERGUSON WATERWORKS	601-20200	314.00
03/20	03/25/2020	53263	2830	GDO Law	101-20200	4,083.33
03/20	03/25/2020	53264	739	HACH COMPANY	601-20200	506.13
03/20	03/25/2020	53265	2885	HAWK, JENNIFER	101-20200	53.69
03/20	03/25/2020	53266	2209	INNOVATIVE OFFICE SOLUTIONS, INC	920-20200	5,487.85
03/20	03/25/2020	53267	1684	ISANTI COUNTY AUDITOR-	101-20200	644.32
03/20	03/25/2020	53268	2574	ITL PATCH COMPANY, INC.	101-20200	637.00
03/20	03/25/2020	53269	7	JOHNSON BROTHERS LIQUOR CO	609-20200	8,731.53
03/20	03/25/2020	53270	5	KAWALEK TRUCKING	609-20200	251.00
03/20	03/25/2020	53271	2886	MARSH, MARILYN	101-20200	107.36
03/20	03/25/2020	53272	2828	MCCARTY, JOHN	101-20200	95.95
03/20	03/25/2020	53273	17	MCDONALD DISTRIBUTING CO	609-20200	16,339.55
03/20	03/25/2020	53274	616	MENARDS - CAMBRIDGE	101-20200	339.20
03/20	03/25/2020	53275	1536	MINNESOTA DEED	219-20200	833.33
03/20	03/25/2020	53276	2826	MINOKAW VAR SERVICES	614-20200	1,796.53
03/20	03/25/2020	53277	2408	MOTOROLA SOLUTIONS INC	920-20200	3,837.50
03/20	03/25/2020	53278	2187	MUYRES, TRAVIS	101-20200	114.24
03/20	03/25/2020	53279	44	PHILLIPS WINE & SPIRITS INC	609-20200	1,393.65
03/20	03/25/2020	53280	2883	PRECISION PLUMBING & HEATING, INC.	602-20200	7,470.24
03/20	03/25/2020	53281	2630	RAPP, JORDAN	101-20200	147.30
03/20	03/25/2020	53282	2827	RATWIK, ROSZAK & MALONEY, P.A.	101-20200	5,228.50
03/20	03/25/2020	53283	2396	SOUTHERN GLAZERS OF MN	609-20200	14,408.35
03/20	03/25/2020	53284	2396	SOUTHERN GLAZERS OF MN	609-20200	1,259.10
03/20	03/25/2020	53285	315	ST.PAUL STAMP WORKS	603-20200	25.60
03/20	03/25/2020	53286	1361	STAPLES ADVANTAGE	603-20200	115.41
03/20	03/25/2020	53287	73	STAR	101-20200	178.00
03/20	03/25/2020	53288	1290	THE AMBLE GROUP	602-20200	14.43
03/20	03/25/2020	53289	1946	TRADEWINDS HEATING AIR	609-20200	220.84
03/20	03/25/2020	53290	427	VESSCO INC	601-20200	1,323.08
03/20	03/25/2020	53291	42	VIKING COCA-COLA BOTTLING CO	609-20200	158.75
03/20	03/25/2020	53292	1286	VINOCOPIA INC	609-20200	1,000.15
03/20	03/25/2020	53293	4	WATSON CO INC	609-20200	1,175.69
03/20	03/25/2020	53294	780	WINE MERCHANTS	609-20200	204.00
03/20	03/25/2020	53295	2872	WINEBOW	609-20200	329.00
03/20	03/25/2020	53296	1129	ZARNOTH BRUSH WORKS INC	603-20200	2,546.00
Grand Totals:						168,468.30

M = Manual Check, V = Void Check

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

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04/20	04/02/2020	53340	1042	BARTZ, CULLEN	101-20200	53.69
04/20	04/02/2020	53341	2850	BEAUDRY OIL & PROPANE INC	601-20200	557.51
04/20	04/02/2020	53342	53	BELLBOY CORPORATION	609-20200	8,244.38
04/20	04/02/2020	53343	9	BERNICKS PEPSI-COLA	609-20200	1,458.20
04/20	04/02/2020	53344	2487	CAPITOL BEVERAGE SALES	609-20200	425.22
04/20	04/02/2020	53345	918	CRYSTAL SPRINGS ICE	609-20200	77.76
04/20	04/02/2020	53346	8	DAHLHEIMER DISTRIBUTING CO	609-20200	41,520.82
04/20	04/02/2020	53347	385	FEDERATED CO-OPS INC	101-20200	135.99
04/20	04/02/2020	53348	2830	GDO Law	101-20200	4,083.33
04/20	04/02/2020	53349	160	HAWKINS INC	601-20200	4,299.84
04/20	04/02/2020	53350	2209	INNOVATIVE OFFICE SOLUTIONS, INC	101-20200	21.28
04/20	04/02/2020	53351	2599	ISANTI AMBASSADORS	101-20200	24.61
04/20	04/02/2020	53352	7	JOHNSON BROTHERS LIQUOR CO	609-20200	13,979.35
04/20	04/02/2020	53353	5	KAWALEK TRUCKING	609-20200	341.80
04/20	04/02/2020	53354	1338	KNIFE RIVER	101-20200	28.00
04/20	04/02/2020	53355	2145	KODRU MOONEY INC	602-20200	2,685.92
04/20	04/02/2020	53356	131	MACQUEEN EQUIPMENT INC	603-20200	96.04
04/20	04/02/2020	53357	17	MCDONALD DISTRIBUTING CO	609-20200	19,521.00
04/20	04/02/2020	53358	2080	MVTL LABORATORIES INC	602-20200	188.74
04/20	04/02/2020	53359	2170	NHH ROOFING PLUS	226-20200	462.00
04/20	04/02/2020	53360	2887	NORTHERN ELEMENTS CHEER	101-20200	178.25
04/20	04/02/2020	53361	617	PAUSTIS & SONS	609-20200	1,386.20
04/20	04/02/2020	53362	44	PHILLIPS WINE & SPIRITS INC	609-20200	8,093.04
04/20	04/02/2020	53363	2341	RED BULL DISTRIBUTION	609-20200	261.50
04/20	04/02/2020	53364	315	ST.PAUL STAMP WORKS	609-20200	18.85
04/20	04/02/2020	53365	1361	STAPLES ADVANTAGE	609-20200	122.47
04/20	04/02/2020	53366	73	STAR	101-20200	76.00
04/20	04/02/2020	53367	554	STEVES TIRE INC	101-20200	87.90
04/20	04/02/2020	53368	2598	T.A.SCHIFSKY & SONS INC.	101-20200	457.24
04/20	04/02/2020	53369	2793	TEAM LABORATORY CHEMICAL, LLC	602-20200	818.50
04/20	04/02/2020	53370	427	VESSCO INC	601-20200	335.09
04/20	04/02/2020	53371	42	VIKING COCA-COLA BOTTLING CO	609-20200	183.82
04/20	04/02/2020	53372	2888	W.D. LARSON COMPANIES, LTD, INC.	101-20200	219.90
04/20	04/02/2020	53373	4	WATSON CO INC	609-20200	1,802.07
04/20	04/02/2020	53374	2475	WHITE BEAR IT SOLUTIONS, LLC	101-20200	2,557.00

Grand Totals:

120,333.39

City of Isanti

Gross Payroll	93,900.12
Social Security & Medicare	5,092.67
Public Employees Retirement	9,740.88
Total City Expense	<u>108,733.67</u>

Pay Date 3/20/2020

Pay Period 6 (3/1-3/14/20)

City of Isanti

Gross Payroll	91,306.35
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Social Security & Medicare	5,032.03
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Public Employees Retirement	9,396.15
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Total City Expense	<u>105,734.53</u>
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Pay Date	4/3/2020
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Pay Period	7 (3/15-3/28/20)
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City of Isanti

Gross Payroll	8,419.25
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Social Security & Medicare	644.10
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Total City Expense	<u>9,063.35</u>
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Pay Date	3/31/2020
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Pay Period:	Q1CCPay20 (3/1-3/31/20)
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RESOLUTION 2020-XXX

**OFFERING THE POSITION OF PART-TIME PUBLIC WORKS SEASONAL TO
GENE WEST**

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

WHEREAS, the City Council approved to advertise and accept applications to fill two Seasonal positions for part time employment; and,

WHEREAS, Gene West is selected as the most qualified candidate for the open Seasonal position as he has worked for the city in previous years. The offer is contingent on successfully passing a background check;

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

1. That Human Resources is hereby directed to offer the Public Works Seasonal position to Gene West for the City of Isanti and shall be eligible to start on or after April 7th, 2020.
2. That former City of Isanti seasonal employee Gene West shall start at the wage scale of \$13.50 per hour as Gene West is re-hired from previous years.
3. Seasonal hires shall not work more than 100 days per the Union Contract in the position of the Public Works Seasonal position effective Spring through Fall 2020.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offers.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This Resolution is hereby approved by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

A Community For Generations.



MEMO for City Council

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: April 7, 2020
Subject: Resolution 2020-XXX Awarding Contract for Portable Toilet Services

Council authorized Staff on March 4th, 2020 to advertise for proposals for portable toilet services. Staff received one proposal by Absolute Portable Restrooms for such services.

Recommendation:

Staff is recommending to enter into a five-year contract with Absolute Portable Restrooms for portable toilet services per the specifications outlined in the request for proposal.

Attachments:

- Resolution 2020-XXX
- Portable Toilet Services Worksheet by Absolute Portable Restrooms
- Contract for Portable Toilet Services

RESOLUTION 2020-XXX

**AWARDING QUOTE AND AUTHORIZING TO ENTER INTO A CONTRACT
FOR PORTABLE TOILET SERVICES**

WHEREAS, the City authorized staff to request proposals for portable toilet services on March 4, 2020; and,

WHEREAS, an ad was placed in the official newspaper requesting quotes for Portable Toilet Services; and,

WHEREAS, one quote was received and is as follows:

Contractor	Proposal Amount						
	Section ‘A’ Handicap Units Seven (7)	Section ‘A’ Regular Unit Two (2)	Section ‘A’ Regular Unit – Dec. thru Feb.	Section ‘A’ Handicap Unit FM May thru Sept.	Section ‘A’ Reg (8) Handicap (3) Street Dance Weekends	Section ‘B’	Section ‘C’ Weekend Portable
Absolute Portable Restrooms Cambridge MN	\$720 /mo	\$120/mo	\$60/mo	\$90/mo	Handicap- \$810/wkend Regular – \$1440/wkend	Handicap - \$90 /unit Plus Tax Regular \$60 /unit Plus Tax	Handicap - \$90/unit Plus Tax Regular \$60 /unit Plus Tax

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

1. The City Council hereby awards the Contract to Absolute Portable Restrooms.
2. That the City Administrator is hereby authorized to enter into a contract with Absolute Portable Restrooms for the provision of portable toilet services for the City of Isanti for a five (5) year period starting April 8, 2020 and ending April 30, 2025.
3. That a copy of the said contract is attached to this resolution that provides for the responsibilities of both parties for the service.
4. That Absolute Portable Restrooms (contractor) shall submit monthly statements for services provided in a given month to the city and receive compensation in the amounts as provided within the attached contract.

This resolution was duly adopted by the Isanti City Council this 7th day of April, 2020.

Attested:

Mayor Jeff Johnson

Katie Brooks
Human Resources / City Clerk



REQUEST FOR PROPOSAL PORTABLE TOILET SERVICES WORKSHEET

All sections in the worksheet must be completed to be considered in the award of the quote per the specifications.

SECTION 'A'

1. Parks - Handicap Units – April to October

Monthly Rental	\$ <u>90⁰⁰</u>
1/wk service – Monthly Rate	\$ <u>90⁰⁰</u>
Damage Waiver-Monthly	\$ <u>-0-</u>

Eight (8) Handicap Units per month \$ 720⁰⁰

2. Parks - Regular Units – April to October

Monthly Rental	\$ <u>60⁰⁰</u>
1/wk service – Monthly Rate	\$ <u>60⁰⁰</u>
Damage Waiver-Monthly	\$ <u>-0-</u>

Two (2) Regular Units per month \$ 120⁰⁰

TOTAL MONTHLY QUOTE for 8 Handicap & 2 Regular Units April – Oct \$ 840⁰⁰

3. Parks - Regular Unit – December to February

Monthly Rental	\$ <u>60⁰⁰</u>
1/wk service – Monthly Rate	\$ <u>60⁰⁰</u>
Damage Waiver-Monthly	\$ <u>-0-</u>

TOTAL MONTHLY QUOTE for 1 Regular Unit Dec - Feb..... \$ 60⁰⁰

4. One Handicap Unit (Farmers Market) – May to September

Monthly Rate	\$ <u>90⁰⁰</u>
1/wk service – Monthly Rate	\$ <u>90⁰⁰</u>
Damage Waiver-Monthly	\$ <u>-0-</u>

TOTAL MONTHLY QUOTE for 1 Handicap Unit May – Sept..... \$ 90⁰⁰

5. Eight Regular Units and Three Handicap Units – Street Dance Dates (3) – June, July & August

Handicap Unit	Weekend Rate	\$ <u>90⁰⁰</u>
	Daily Charge	\$ <u>-0-</u>
	Damage Waiver-Weekend	\$ <u>-0-</u>

Three (3) Handicap Units for three weekends..... \$ 810⁰⁰

Regular Unit

Weekend Rate	\$ <u>60⁰⁰</u>
Daily Charge	\$ <u>-0-</u>

Damage Waiver-Weekend \$ -0-
Eight (8) Regular Units for three weekends..... \$ 1440⁰⁰
TOTAL QUOTE for 8 Regular Units and 3 Handicap Units for Street Dances \$ 2250⁰⁰

SECTION 'B'

Additional Services – Monthly - Chamber of Commerce / City Civic Events / City Events

Handicap Unit	Monthly Rental	\$ <u>90⁻</u>
	1/wk service – Monthly Rate	\$ <u>90⁻</u>
	Damage Waiver-Monthly	\$ <u>-0-</u>
Total for Handicap Unit per month		\$ <u>90⁰⁰</u>
Regular Unit	Monthly Rental	\$ <u>60⁻</u>
	1/wk service – Monthly Rate	\$ <u>60⁻</u>
	Damage Waiver-Monthly	\$ <u>-0-</u>
Total for Regular Unit per month.....		\$ <u>60⁰⁰</u>

SECTION 'C'

Additional Services – Weekend - Chamber of Commerce / City Civic Events / City Events

Handicap Unit	Weekend Rate	\$ <u>90⁻</u>
	Daily charges	\$ <u>-0-</u>
	Damage Waiver-Weekend	\$ <u>-0-</u>
Total for Handicap Unit per Weekend.....		\$ <u>90⁰⁰</u>
Regular Unit	Weekend Rate	\$ <u>60⁻</u>
	Daily charges	\$ <u>-0-</u>
	Damage Waiver-Weekend	\$ <u>-0-</u>
Total for Regular Unit per Weekend.....		\$ <u>60⁰⁰</u>

Please indicate if there are inflationary costs over the term of the contract: NONE

You may attach any additional information to this worksheet to provide quotes for the portable toilet services.

Proposal submitted by: (Please Print)

Absolute Portable Restrooms

Company Name

5500 297th Ave N.W

Mailing Address

Ray Nash

Contact Person/Person Submitting Proposal

Ry Nash

Signature of Person Submitting Proposal

763-444-9887

Phone Number

Cambridge MN 55008

City, State Zip code

APR18@live.com

Email

3-14-2020

Date

CITY OF ISANTI

CONTRACT FOR PORTABLE TOILET SERVICES

This agreement is made as of the ____ day of April 2020, between the City of Isanti, a Minnesota Municipal Corporation ("**City**"), and Absolute Portable Restrooms ("**Contractor**"). The **City** and the **Contractor** agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a standardized portable toilet servicing procedure for portable toilet units placed on City property.

SECTION 2. SERVICES TO BE PERFORMED

- A. The **Contractor** shall provide portable toilets and service the units as listed on Attachment 'A'.
- B. The **Contractor** shall not be required to service the portable toilets on State of Minnesota legal holidays; provided, however, that service shall occur on the routes reasonably in advance thereof or thereafter as the **City** and **Contractor** may agree so that the schedule can be completed regardless of a holiday.

SECTION 3. TERM OF CONTRACT

- A. The term of this **Contract** shall be April 8, 2020 through April 30, 2025.

SECTION 4. CONTRACTOR'S EQUIPMENT

- A. All vehicles used by the **Contractor** to service the portable toilet units placed on municipal properties shall be painted and marked uniformly and shall be identified on both sides of the cab. All required equipment to service the units shall be maintained in good usable condition on each vehicle.
- B. The **Contractor** shall make all collections of materials in vehicles with closed tops so that contents will not spill or leak. All of the **Contractor's** vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to service the units.
- C. The **Contractor** shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition. Cabs shall be cleaned daily and the exterior of the vehicle shall be thoroughly washed at least one time per week. All of the **Contractor's** equipment is subject to periodic inspection by the **City**.

SECTION 5.

CONTRACTOR'S OPERATIONS

- A. The **Contractor** shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. and 5:00 p.m. on all days of service as specified herein. The address and telephone number of the office shall be given to the **City** in writing. Any changes in address and telephone number of the office shall be given to the **City** in writing at least ten (10) working days prior to such change. An emergency contact phone number for evenings, holidays and weekends to address emergency events shall be provided to the **City**.
- B. Complaints on service will be taken and collected by the **City** in addition to those received at the **Contractor's** office. The **City** will notify the **Contractor** of all complaints it receives. The **Contractor** is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the **Contractor** and reported monthly to the Public Services Director. All complaints shall be answered by the **Contractor** courteously and promptly.
- C. The **City** shall notify the **Contractor** by 12:00 noon on the day following the scheduled service of any missed stops. The **contractor** is required to service such locations before 5:00 p.m. on the date of notification.
- D. The **Contractor's** employees shall handle all servicing of the units with reasonable care to avoid any spillage or leakage to occur. Any spillage or leakage shall be immediately cleaned up.
- E. The performance of the Contract shall be done by the **Contractor** utilizing such equipment and work methods as are adequate to insure proper and satisfactory collection and disposal of the materials at all times. **Contractor's** failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, which on other work might be regarded as "acts of providence".

SECTION 6.

COMPENSATION

The **City** will compensate the **Contractor** for the rental and servicing of portable toilets located on designated municipal property as set forth in Attachment A and the Quote Form that was submitted by the **Contractor**, attached hereto and made a part hereof.

The **Contractor** will look to the particular entity receiving services under this contract as set forth in Section 'B' or Section "C" attached hereto and made a part hereof for compensation due from such entity for the rental and servicing of portable toilets for the benefit of that entity. The **City** will not be responsible for payment of services and servicing of toilets provided at the request of said entities; however said entities shall be entitled to receive services from the **Contractor** at the pricing set forth in Section 'B' or "C" at any time during the term of this contract.

The **Contractor** will provide rental and servicing of portable toilets for Special Events sponsored in whole or in part by the Chamber of Commerce at the pricing set forth in Section 'C' attached hereto and made a part hereof. The Chamber may designate the number and location of portable toilets needed and shall be solely responsible for payment of all compensation due the Contractor for the services so requested. The **City** shall have no responsibility for payment for the rental and servicing of portable toilets requested by the Chamber under this contract.

SECTION 7. LIABILITY INSURANCE / INDEMNIFICATION

The **Contractor** shall indemnify and hold harmless the **City** and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this **Contract** by the **Contractor**, its employees, agents or subcontractors. **Contractor** will carry, for the duration of this Agreement, liability insurance coverage and shall provide a Certificate of Liability Insurance to the City and shall name the **City of Isanti** as an additional insured, an amount of not less than \$500,000.00, insuring against personal injury or property damage for liability to third parties. The **Contractor** shall provide a copy of his license to haul as authorized and approved by Isanti County.

SECTION 8. TERMINATION

The **City** shall have the right to terminate this Contract prior to the expiration with 60 days' written notice or, if in the City's opinion, there has been a breach of Contract.

SECTION 9. PENALTIES AND DAMAGES

- A. Failure by the **Contractor** to perform under this Contract, may result in its termination and/or claims by the **City** for damages.
- B. In the event of breach of this Contract by the **Contractor**, or proven negligence by the **Contractor**, the **Contractor** agrees to pay, in addition to the actual damages sustained by the **City** as a result thereof, the cost, including reasonable attorney's fees incurred by the **City** in pursuing any of its rights under this Contract.

SECTION 10. SUCCESSORS AND ASSIGNS

The **Contractor** binds itself, its successors, executors, administrators and assigns to the **City** in respect to all covenants of this Contract, except that the **Contractor** shall not assign or transfer any part of its interest in this Contract nor shall the **Contractor** assign any moneys due, or to become due, without the **City's** written consent.

SECTION 11. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 12. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 13. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 14. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of Absolute Portable Restrooms hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

This contract for refuse service for municipal facilities is hereby entered into on the ____ day of April 2020, between Absolute Portable Restrooms and the City of Isanti for the period from April 8, 2020 through April 30, 2025.

Ray Nash, Absolute Portable Restrooms

Printed Name of Authorized Contractor Representative

(Signature of Contractor)

Date

Josi Wood
City Administrator

Attachment A

Specifications for Portable Toilet Services for City of Isanti

1. Parks – Handicap Units - April – October

Service weekly, Qty 1 unless noted

- Unity Ball Field (Unity & 3rd Avenue)
- Mattson Park (5th Ave & Main St) – **Qty 2**
- Neighborhood Hills Park – (6th Ave & Cedar St)
- Riverside Park – (Rum River Dr NW & Hillock St)
- Bluebird Park (201 Isanti Parkway)
- Rum River Meadows Park (1108 South Passage)
- River Bluff Preserve (1107 Rum River Drive SW)
- Academy Park (903 6th Ave Ct)
- Legacy Park (Bellaire Blvd NW once road is established)
- Isanti Dog Park (East side of 101 Isanti Parkway NW)
- VFW Park (RR Ave & Palomino Rd)

2. Parks – Regular Unit – April – October

- Bluebird Park (201 Isanti Parkway)

3. Farmer's Market – Handicap Unit – May – September (4 months)

- Isanti Liquor (400 West Dual Blvd NE)

4. Isanti Street Dances – Regular Units (8), Handicap (3) – (Dates Vary – June, July, August – One Event Per Month)

- First Avenue (location between Main Street and Broadway) – 4 regular, 1 handicap
- Main Street (east of Retail Meats) – 4 regular, 1 handicap
- First Avenue (next to City Hall) – 1 handicap

5. Additional Services/City Events

- The Contractor provides the bid amount for portable toilets to the following Associations and/or events (the Associations shall independently contract for services with the vendor):
 - BMX Association
 - Cambridge-Isanti Soccer Association
 - Redbirds Association
 - Chamber of Commerce for City events:
 - Jubilee Days
 - And/or Other Events

A Community For Generations.



MEMO for City Council

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: April 7, 2020
Subject: Resolution 2020-XXX Awarding Contract for Rug and Uniform Services

Council authorized Staff on March 4th, 2020 to advertise for proposals for rug and uniform services. Staff received two proposals; Cintas and UniFirst for such services.

Recommendation:

Staff is recommending to enter into a five-year contract with UniFirst for rug and uniform services as they are lower overall for costs per item and replacement per the specifications outlined in the request for proposal.

Attachments:

- Resolution 2020-XXX
- Uniform and Rug Services Worksheet_Cintas
- Uniform and Rug Services Worksheet_UniFirst
- UniFirst Contract

RESOLUTION 2020-XXX

AWARDING QUOTE AND AUTHORIZING TO ENTER INTO A CONTRACT FOR RUG & UNIFORM SERVICES FOR ALL CITY DEPARTMENTS

WHEREAS, the Council authorized staff to request proposals for rug and uniform services on March 4, 2020; and,

WHEREAS, the request for proposals for rug and uniform services was published in the City's official newspaper; and,

WHEREAS, quotes were received from Cintas and UniFirst which are presented as "Exhibit A and B" respectively; and,

WHEREAS, Staff evaluated the quotes received for costs of servicing and replacement costs of items; and,

WHEREAS, the lower overall quote was provided by UniFirst; and,

WHEREAS, UniFirst also holds the State bid contract for rug and uniform services and the new contract would reflect the state bid pricing; and,

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

1. Hereby award the contract for rug and uniform services to UniFirst.
2. That the City Administrator is hereby authorized to enter into a contract with UniFirst for the provision of rug and uniform services for the City of Isanti for a five (5) year period starting April 8, 2020 and ending March 31, 2025.
3. That UniFirst (contractor) shall submit monthly statements for services provided in a given month to the city and receive compensation in the amounts as provided within the attached contract.

This resolution was duly adopted by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

Exhibit A



REQUEST FOR PROPOSAL UNIFORM & RUG SERVICES WORKSHEET

Please check areas in which your party is providing a proposal for:

- ☒ Uniform Clothing Quote (Uniform Rental/Lease including High Visibility option)
☒ Rug Services Quote

Please indicate whether your company will clean articles contaminated with blood-borne pathogens?
☐ Yes ☒ No

Please indicate your cost per item, replacement cost and servicing frequency ability for the following:

Item Description	Charge Per Change/Item	Replacement Cost (Loss/Damage Value)	Servicing Frequency
3 x 10 Mat	3.60 - 5.40 - 8.10	95. ⁰⁰	W - EOW - M
3 x 4 Mat	1.80 - 2.70 - 4.05	48. ⁰⁰	W - EOW - M
3 x 5 Scraper Mat	1.80 - 2.70 - 4.05	48. ⁰⁰	W - EOW - M
4 x 6 Mat	2.88 - 4.32 - 6.48	73.85	W - EOW - M
5 x 8 Mat with City Logo	6.92 - 10.38 - 16.57	190. ⁰⁰	W - EOW - M
Air Freshener	2.25 - 4.50 - 9. ⁰⁰	25. ⁰⁰	W - EOW - M
Bar Towels	.21 - .315 - .472	1.25	W - EOW - M
Cotton Shirts	.21	18. ⁰⁰	Weekly
High Visibility Shirts	.538	24. ⁰⁰	Weekly
Industrial Jackets	.385	32. ⁰⁰	Weekly
Industrial Shirts	.168	16. ⁰⁰	Weekly
Jeans	.246	22. ⁰⁰	Weekly
Cargo/Carpenter Jeans	.265	30. ⁰⁰	Weekly
List available Jean Brands: Cintas, Carhartt			
Shop Towels	.09 - .135 - .202	.50	W - EOW - M
Soap Dispenser	1.85 - 3.70 - 7.40	25. ⁰⁰	W - EOW - M
Wet Mop	2.80 - 4.20 - 6.30	10.55	W - EOW - M

A. Bickel

Please indicate any additional charges that the City may incur from obtaining your services:

Dust mop 24" - 1.08 Weekly, 1.62 EOW, 2.43 Monthly, Replacement \$8.00
CRT Blue (Disposable Paper CRT's) - \$3.75 per Needed Roll (Non Rental product)

Please indicate if there are inflationary costs over the term of the contract: 4% per year

You may attach any additional information to this worksheet to provide quotes for the uniform & rug services.

Proposal submitted by: (Please Print)

Cintas
Company Name

1250 Kuhn Dr
Mailing Address

Shawn Pike
Contact Person/Person Submitting Proposal

[Signature]
Signature of Person Submitting Proposal

Phone Number

St Cloud, MN, 56301
City, State Zip code

Pikes@cintas.com
Email

3-23-20
Date

Exhibit B



REQUEST FOR PROPOSAL UNIFORM & RUG SERVICES WORKSHEET

Please check areas in which your party is providing a proposal for:

☒ Uniform Clothing Quote (Uniform Rental/Lease including High Visibility option)

☒ Rug Services Quote

Please indicate whether your company will clean articles contaminated with blood-borne pathogens?

☒ Yes ☐ No

Please indicate your cost per item, replacement cost and servicing frequency ability for the following:

Item Description	Charge Per Change/Item	Replacement Cost (Loss/Damage Value)	Servicing Frequency
3 x 10 Mat	\$3.76	\$69.90	Weekly/Bi Monthly
3 x 4 Mat (3x5)	\$2.19	\$34.20	Weekly/Bi Monthly
3 x 5 Scraper Mat	\$2.19	\$47.65	Weekly/Bi Monthly
4 x 6 Mat	\$3.00	\$53.25	Weekly/Bi Monthly
5 x 8 Mat with City Logo	\$6.49	\$156.65	Weekly/Bi Monthly
Air Freshener	\$1.78	NA	Weekly
Bar Towels Bag of 25	\$1.75 Bag	1%@\$1.99	Weekly
Cotton Shirts	\$.23	\$13.75	Weekly
High Visibility Shirts	\$.36	\$35.06	Weekly
Industrial Jackets	\$.38	\$25.06	Weekly
Industrial Shirts	\$.15	\$12.05	Weekly
Jeans	\$.30 - \$.42	\$14.70 - \$24.40	Weekly
Cargo/Carpenter Jeans			
List available Jean Brands: UniFirst, Dickies, Wrangler			
Shop Towels	\$.06	2%@.49	Weekly
Soap Dispenser	\$0	\$6.25	Weekly
Wet Mop	\$.76	\$7.25	Weekly

UniFirst 1/2

Please indicate any additional charges that the City may incur from obtaining your services:

There is a yearly price increase of 5% or CPI whichever is greater.

There is a DEFE (Delivery, Energy, Fuel, Enviromental) fee of \$2.05 per stop.

Please indicate if there are inflationary costs over the term of the contract: 5% Price increase yearly

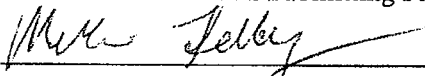
You may attach any additional information to this worksheet to provide quotes for the uniform & rug services.

Proposal submitted by: (Please Print)

UniFirst
Company Name

9201 East Bloomington Fwy Suite R
Mailing Address

Mike Kelley
Contact Person/Person Submitting Proposal


Signature of Person Submitting Proposal

Phone Number

Bloomington, MN 55420
City, State Zip code

mike_kelley@unifirst.com
Email

3/25/2020
Date

NEW ACCOUNT ☒ EXISTING ACCOUNT ☐INSTALLATION DATE _____
MM/DD/YYYY**CUSTOMER SERVICE AGREEMENT**

COMPANY NAME (Customer) City of Isanti LOC. NO. 090
 ADDRESS 110 1st Ave NW P.O. Box 428 ROUTE NO. _____
Isanti, MN 55040 DATE 4/8/2020
 PHONE 763-444-5512 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
3x10 Mat	69.90				3.76	S		
3x5 Mat	34.20				2.19	S		
3x5 Scraper Mat	47.65				2.19	S		
4x6 Mat	53.25				3.00	S		
5x8 Logo Mat	156.65				6.49	S		
Air Freshner	N/A				1.78	S		
Bar Towels	1% @ 1.99				.07	S		
Cotton Shirts	13.75				.23	S		
High Visibility Shirts	35.06				.36	S		
Industrial Jackets	25.06				.38	S		
Industrial Shirts 65/35	12.05				.15	S		
Dickies Carpenter Jeans	15.05				.38	S		
Shop Towels	2% @ .49				.06	S		
Wet Mop	7.25				.76	S		
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	1.00
Name emblem per piece	1.25
Company emblem per piece	1.50
Direct Embroidery: Wearer name per piece	1.50
Company name per piece	2.50

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20% Upcharge
Special cuts per piece	20% Upcharge
Restock/Exchange per piece	1.00
Automatic Wiper Replacement	2% @ .49
Automatic Linen Replacement	1% @ 1.99
DEFE (See description on reverse side)	2.05/ Per Stop

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☒

COMMENTS
Waive all prep and emblem fees upon installation. No start up costs. Price increase of 5% yearly locked. No Auto Renew.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: Mike Kelley 4/8/2020
 SALES REP (Print Name) DATE

ACCEPTED⁵: _____
 LOCATION MANAGER (Signature) DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
 CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.² Merchandise which is Val-U-Leased is not cleaned by UniFirst.³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.



CITY OF ISANTI

REQUEST FOR PROPOSALS

REFUSE SERVICES

Proposals Due: April 24, 2020

I. INTRODUCTION

This request has been prepared by the City of Isanti to retain refuse service from a qualified business.

The primary objective of requesting proposals is for the City to determine which parties can offer the highest quality of service at the most reasonable cost.

II. INSTRUCTIONS FOR PROPOSERS

- A. The City will accept electronic or written proposals. Responses must clearly address all of the items listed in this request for proposal. Parties choosing to submit a written proposal please submit to:

Katie Brooks
Human Resources/City Clerk
City of Isanti
110 1st Ave NW P.O. Box 428
Isanti, MN 55040

Electronic proposal submissions are to be attached to an email with the subject line "Isanti Refuse Service Proposal" Questions or request for clarification may be directed to Katie Brooks, Human Resources/City Clerk by phone at (763) 444-5512 or via email at KBrooks@cityofisanti.us.

- B. **All proposals must be received no later than 4:30 pm on Friday, April 24, 2020.** Any vendors submitting proposals after the date and time listed above are not guaranteed consideration. Proposals submitted should be clearly labelled "Proposal for Refuse".

III. SCOPE OF WORK:

Specifications for Refuse Service for Isanti Municipal Facilities is as follows:

1) City Hall – 110 1st Avenue North

- One - 90 Gallon (Residential) Container – Weekly Pick-up
- Two - 90 Gallon (Residential) Containers for Office Single Sort Recycling – Weekly Pick-up

2) Police Station – 401 1st Avenue North

- One - 90 Gallon (Residential) Container – Weekly Pick-up
- One - 90 Gallon (Residential) Container for Office Single Sort Recycling – Weekly Pick-up

3) Municipal Liquor Store – 400 W Dual Blvd.

- One - 90 Gallon (Residential) Container – Weekly Pick-up
- One - 2 Yard Container – Weekly Pick-up
- One - 4 Yard Container for Cardboard Recycling – Weekly Pick-up
- One - 90 Gallon (Residential) Container for Single Sort Recycling – Weekly Pick-up
- One - 90 Gallon (Residential) Container for Single Sort Recycling for Farmers Market Site – Weekly Pick-up from last week in May through September

- 4) **Community Center** – 208.5 1st Avenue North
 - One - 4 Yard Container – Once Weekly Pick-up
 - Two - 90 Gallon (Residential) Containers for Single Sort Recycling – Weekly Pick-up

- 5) **Maintenance Garage** – 100 W Isanti Parkway
 - One - 4 Yard Container – Twice-Weekly Pick-up April through November;
Weekly Pick-up December through March
 - Two - 90 Gallon (Residential) Containers – Weekly Pick-up
 - Three - 90 Gallon (Residential) Containers for Single Sort Recycling – Weekly Pick-up

- 6) **Wastewater Facility** – 100 Isanti Parkway NW
 - Ten - 90 Gallon (Residential) Containers – Weekly Pick-up
 - Two - 64 Gallon (Residential) Containers – Weekly Pick-up

- 7) **Downtown** – Main Street
 - Six - 90 Gallon (Residential) Containers (inside City decorative covers) – Hauler grab – Weekly Pick-up

- 8) **Parks** – April - October – Residential Containers; Hauler grab if needed; Weekly Pick-up
 - Academy Park (6th Ave Ct NE)
 - One - 90 gallon trash and One - 90 gallon recycling container
 - Bluebird Park (201 Isanti Pkwy NW)
 - Skate Park Site – One - 90 gallon trash and One - 90 gallon recycling container
 - Playground Site – One - 90 gallon trash and One - 90 gallon recycling container
 - Basketball Court – One - 90 gallon trash and One - 90 gallon recycling container
 - Isanti Hills Neighborhood Park (518 Dogwood St SW)
 - One - 90 gallon trash and One - 90 gallon recycling container
 - Legacy Park (Bellaire and Blossom Blvd.)
 - One - 90 gallon trash and One - 90 gallon recycling container
 - Mattson Park (5th Ave NW)
 - Park Pavilion (Main St & 5th Ave) - One - 90 gallon trash and One - 90 gallon recycling container
 - Basketball Court (5th Ave & Heritage Blvd) - One - 90 gallon trash and One - 90 gallon recycling container
 - Tennis Courts (5th Ave & Heritage Blvd) - One - 90 gallon trash and One - 90 gallon recycling container
 - Redbirds Field (620 3rd Ave N)
 - Two - 90 gallon trash and One - 90 gallon recycling container during the summer
 - Riverside Park (503 Rum River Dr NW)
 - One - 90 gallon trash and One - 90 gallon recycling container
 - River Bluff Preserve (1111 Rum River Dr SW)
 - One - 90 gallon trash and One - 90 gallon recycling container
 - Rum River Meadows Park (1108 South Passage SW)

- One - 90 gallon trash and One - 90 gallon recycling container
- Unity Ballfield (3rd Ave NW & Unity Blvd)
 - One - 90 gallon trash and One - 90 gallon recycling container
- VFW Park (Railroad Ave & Palomino Rd)
 - One - 90 gallon trash and One - 90 gallon recycling container
- Whisper Ridge Park (795 3rd Ave SW)
 - One - 90 gallon trash and One - 90 gallon recycling container

9) Clean-up Day

Bid per roll-off. Bid will include labor, trucking services for delivery and removal of roll-off boxes, and dumping fees.

- Two roll-off boxes or equivalent of a size adequate for the intended purpose (or the number as determined by the Public Services Director)
- Labor for removal of materials collected
- Dumping Fees
- Trucking services for the delivery and removal of the roll-off boxes
- Clean-up Day is on a Saturday and hours are 8:00 a.m. to noon

10) Additional Services/City Events

- Nine (9) – 90 gallon containers needed for three City events in June, July & August
- Nine (9) – 90 gallon containers needed for three City events in June, July & August
- 90 gallon Refuse or Recycling Containers upon request for any additional events as needed

11) Term of Contract and Insurance

- The Contract Term shall be three (3) years; from May 15, 2020 to May 31, 2023.
- A Certificate of Insurance shall be required naming the City of Isanti as an Additional Insured

12) Other Charges

- Please indicate in your proposal all other charges that could be applied to the City of Isanti in your party's provision of refuse services.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

- A. The City intends to award a contract to the proposer(s) evaluated to be best qualified to perform the work for the City, cost and other factors considered.
- B. The City shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal or final contract negotiations.
- C. The City of Isanti reserves the right to reject any and all proposals or to request additional information from any or all proposers.
- D. It is anticipated that the City will establish a contract with a selected business for a three (3) year term. A contract for this term will be prepared and entered into with the successful proposer.

V. TERM OF CONTRACT:

The Contract Term shall be three (3) years; from May 15, 2020 to May 31, 2023.



CITY OF ISANTI REQUEST FOR PROPOSAL REFUSE SERVICES QUOTE WORKSHEET

I (we) submit the following quote for refuse services for the City of Isanti. All categories must be completed to be considered in the award of the quote per the attached specifications:

Material	Container	Frequency	Cost per Container per Month
Refuse	64 Gallon	Weekly	
Refuse	90 Gallon	Weekly	
Single Sort Recycle	90 Gallon	Weekly	
Refuse	2 Yard	Weekly	
Refuse	4 Yard	Weekly	
Refuse	4 Yard	Twice Weekly	
Cardboard	4 Yard	Weekly	

Roll-Off for Cleanup Day:	Cost
Each Roll-Off	
Labor for Removal of Materials Collected	
Trucking Fee	
Dumping Fee	

Additional 90 gal Containers for Events:	Cost Per Container	Cost Per Occurrence to Empty*
Refuse		
Single Sort Recycle		

***It is the haulers discretion to leave additional cans at the Public Works Facility during the summer months (vs delivering the cans to each event). The Contractor will be called when to empty the containers.**

Additional Fee for Driver to Walk Down Park Cans.... \$_____ per month

Fuel Surcharge..... \$_____ per month

Taxes..... \$_____ per month

Please List Any Additional Charges That the City May Incur:

_____ \$ _____ per month

_____ \$ _____ per month

Please indicate if there are inflationary costs over the term of the contract: _____

You may attach any additional information to this worksheet to provide quotes for the refuse service.

Proposal submitted by: (Please Print)

Company Name

Phone Number

Mailing Address

City, State Zip code

Contact Person/Person Submitting Proposal

Email

Signature of Person Submitting Proposal

Date

CITY OF ISANTI
REQUEST FOR PROPOSALS FOR REFUSE SERVICES

The City of Isanti is accepting proposals for a three (3) year contract for refuse services for the City of Isanti. Specifications are available upon request from the City Clerk's Office at Isanti City Hall or online at www.cityofisanti.us. The City Council reserves the authority to waive irregularities, accept or reject any/or all proposals, and award in the best interest of the City. Proposals can be submitted via email to KBrooks@cityofisanti.us or addressed to Katie Brooks at 110 - 1st Avenue NW, PO Box 428, Isanti MN 55040. All quotes submitted must be clearly marked as "Proposal for Refuse Services" and will be accepted until 4:30 p.m. Friday, April 24, 2020.

Josi Wood
City Administrator

Publish on:
Posted on:

RESOLUTION 2020-XXX

**ACCEPTING FULL-TIME ASSISTANT CITY ADMINISTRATOR/ SPECIAL PROJECTS
COORDINATOR LETTER OF RESIGNATION FOR DONALD LORSUNG**

WHEREAS, Assistant City Administrator/ Special Projects Coordinator Donald Lorsung has submitted a letter of resignation stating his retirement to the City of Isanti on March 25, 2020; and,

WHEREAS, the effective date of this notice is May 9, 2020; and,

WHEREAS, Donald Lorsung is leaving employment in good standing as he has been employed since November of 2005; and,

WHEREAS, this position was created for the duration of Donald Lorsung's employment contract and is not intended to be filled after deployment;

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 Donald Lorsung is hereby accepted effective May 9, 2020.
2. That Human Resources and the City Administrator will evaluate at a later date if department needs warrant filling the Assistant City Administrator position prior to filling.

This Resolution is hereby approved by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Chief of Police
Date: April 7, 2020
Subject: 2020 NUISANCE WEED ABATMENT QUOTES

Background:

Resolution 2019-294 authorized to request quotes for mowing contractors for nuisance weed/grass abatement in 2020. The City received two quotes:

Duff Companies, LLC

Residential Lot – Cost per Site:	\$50.00
Mobilization Fee:	\$25.00
Base Fee Plus Hourly for Large Tracts:	\$25.00

B&M Lawn and Landscape Services, Inc.

Residential Lot – Cost per Site:	\$85.00
Mobilization Fee:	\$50.00
Base Fee Plus Hourly for Large Tracts:	\$200.00 \$85.00/hr

Request:

Staff is requesting accepting Duff Companies, LLC quote for 2020 Nuisance Weed Abatement on Private Property.

Attachments:

- Resolution 2020-XXX
- Duff Companies, LLC Quotation
- B&M Lawn and Landscape Services, Inc. Quotation

RESOLUTION 2020-XXX

AWARDING QUOTE FOR OUTSOURCING THE MOWING OF NUISANCE WEED/GRASS ABATEMENT LOTS

WHEREAS, the City of Isanti has determined that is in the City's best interest to accept quotes for the outsourcing of mowing services for nuisance weed/grass abatement lots located within the city; and,

WHEREAS, a request for quotes for the services was published in the City's official newspaper; and,

WHEREAS, quotes were received and a tally of the quotes is provided on the attached;

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

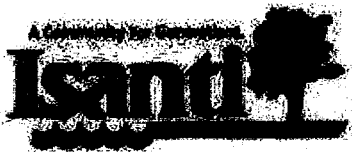
1. To hereby award the low quote for mowing services for nuisance residential weed/grass abatement lots as provided within the specifications so posted and published to **Duff Companies, LLC** for the 2020 mowing season.
2. To hereby award the low quote for mowing services for nuisance large tract weed/grass abatement as provided within the specifications so posted and published to **Duff Companies, LLC** for the 2020 mowing season.
3. That **Duff Companies, LLC** provides a Certificate of Compliance as required under the Minnesota Workers' Compensation Law (if required).
4. That **Duff Companies, LLC** provides a copy of their liability insurance and names the City as an 'additional insured'.
5. That the quotation as signed by the vendor for the 2020 Growing Season constitutes a contract with the City of Isanti for said services. Mowing rates are listed in Attached Quotation.
6. That City staff is authorized to charge the administrative fee for billing of properties abated as designated in the City Fee Schedule; with the administrative fee, rate charge and any applicable sales tax charged to the responsible party.

This Resolution is hereby approved by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



**2020 REQUEST FOR QUOTATION
For Nuisance Weed Abatement on Private Property**

Company Name/Address:

Duff Companies, LLC
28555 Bayshore Drive NW
Isanti, MN 55040

Phone: (612) 850-5404 Email address: duff@usfamily.net

Quotations will be received until 12:00 pm on March 6, 2020. Quotations are requested from commercial mowing firms for furnishing labor and equipment for the abatement/cutting of weeds and tall grass on developed and vacant residential lots within the City of Isanti. Also requested is a base fee plus an hourly mowing rate for large tracts. The City reserves the right to consider the large tract rate fee quote separately from the residential lot mowing fee quote. The properties for which services are being requested will be in violation of the City's weed nuisance ordinance. Generally grass and weeds will be 8" or more in height. The City reserves the right to accept or reject quotes received for these services.

THIS CONTRACT IS FOR THE 2020 GROWING SEASON.

Requirements – Minimum:

A. Performance

- The cost per site will include the following: mowing and trimming around structures, posts, fences and objects. Ancillary clearing of loose paper/cardboard debris prior to mowing. Care shall be taken not to damage trees and shrubs.
- Areas must be cut within two working days of date of City request via e-mail Note: There will be a \$25 penalty fee for each site not mowed within the two working days (week days), unless there is approval by the Public Works Director to extend this period due to weather or extenuating circumstances.
- In the event the selected contractor cannot mow in the time specified, the City has the right to contact alternate mowing contractors to perform the work.
- Streets, sidewalks and driveways must be free of cutting debris. Bagging and removal of clippings is not required.
- Weeds and grass must be cut and trimmed to 3" height.
- Insurance – must carry a \$1 million liability coverage policy and workers compensation insurance (if required). A certificate of insurance with the City of Isanti named as an additional insured will be required. Service providers shall meet all City requirements prior to providing services to the City.

- In the event of non-performance or at the City's discretion, services from the vendor may be terminated by written notice from the City.
- Regarding Large Lot mowing, a 50 foot perimeter is to be mowed around the property where it abuts a street or property line of a developed area. The contractor must have equipment capable of mowing rough larger multi-acre areas. These areas may have weeds, brush and small trees (up to 2 inches) that will need to be removed. It is the contractor's responsibility to check areas prior to mowing for rocks and debris that may damage their equipment. Care should be taken not to mow over the extension of water curb boxes, wood stakes or other property markers. The Contractor should consult with City officials concerning whether only perimeter mowing of the areas is required or if the entire site needs to be mowed.
- Mowing contractors must be available for the entire mowing season which could start as early as April and extend as late as the end of October.
- The selected mowing contractor will meet with City staff prior to the start of the mowing season and shortly after mowing has started to ensure an efficient process.

B. Communication and Billing

- The City will e-mail the address of lots/sites that will require mowing to the contractor.
- The contractor will have two full business days after the date the e-mail is sent to complete the work.
- Once the work is completed on a property, the contractor will notify the City by e-mail that the service has been completed (on the day of service).
- Invoices must be submitted for payment with specific dates that services were performed. At the end of each month, the contractor will submit a statement reflecting all invoices previously submitted for payment. Payment will only be made from invoices.

C. Equipment Required: Please list this equipment below.

- Commercial grade self-propelled walk or rider mower and weed trimmers.
- For Large Lot Mowing – commercial grade equipment capable of mowing rough areas, brush and small trees.

Quote For Services / Other Required Information

D. Amount for Service (includes all transportation and travel time)

1. **Residential Lot - Cost per Site**

\$ 55.00

2. **Mobilization Fee (if owner has cut)**

\$ 30.00

3. **Base Fee Plus Hourly Mowing Fee for Large Tracts***

\$ 40.00

*The City reserves the right to consider this quote separately


Please provide a list of EQUIPMENT available to fulfill requirements of contract:

1. 60" Zero-turn & 2 48" zero-turn mowers
2. 4 weedwhips
3. 3 Blowers

Please provide 3 references that you provided commercial mowing services in 2019.
(Name/Contact Information)

1. Cori Lebraski, City of Cambridge (763) 552-3257
2. Monica Peterson, Willow Bridge (763) 438-3085
3. Don Howard, Isanti Village Apartments (763) 444-5442

In submitting this quotation, the vendor agrees that acceptance of any or all quotations by the below designated party within a thirty (30) day period constitutes a Contract.

Signed:  Date: 2-20-2020

Firm Name: Duff Companies, LLC

AN AUTHORIZED EMPLOYEE OF THE COMPANY MUST SIGN ALL QUOTATIONS.

QUOTES SUBMITTED MUST BE CLEARLY MARKED: Quote for Nuisance Weed Abatement Services

PLEASE SUBMIT QUOTES TO:

Matt Lindholm, Planner
City of Isanti
P.O. Box 428
Isanti, MN 55040

For further information or questions, please call: (763) 444-5512.



**2020 REQUEST FOR QUOTATION
For Nuisance Weed Abatement on Private Property**

Company Name/Address:

B+M Lawn and Landscape Services, Inc.

32354 Levee St. NE

Cambridge, MN 55008

Phone: 763-689-3703 Email address: b.m.lawnlandscape@gmail.com

Quotations will be received until 12:00 pm on March 6, 2020. Quotations are requested from commercial mowing firms for furnishing labor and equipment for the abatement/cutting of weeds and tall grass on developed and vacant residential lots within the City of Isanti. Also requested is a base fee plus an hourly mowing rate for large tracts. The City reserves the right to consider the large tract rate fee quote separately from the residential lot mowing fee quote. The properties for which services are being requested will be in violation of the City's weed nuisance ordinance. Generally grass and weeds will be 8" or more in height. The City reserves the right to accept or reject quotes received for these services.

THIS CONTRACT IS FOR THE 2020 GROWING SEASON.

Requirements – Minimum:

A. Performance

- The cost per site will include the following: mowing and trimming around structures, posts, fences and objects. Ancillary clearing of loose paper/cardboard debris prior to mowing. Care shall be taken not to damage trees and shrubs.
- Areas must be cut within two working days of date of City request via e-mail Note: There will be a \$25 penalty fee for each site not mowed within the two working days (week days), unless there is approval by the Public Works Director to extend this period due to weather or extenuating circumstances.
- In the event the selected contractor cannot mow in the time specified, the City has the right to contact alternate mowing contractors to perform the work.
- Streets, sidewalks and driveways must be free of cutting debris. Bagging and removal of clippings is not required.
- Weeds and grass must be cut and trimmed to 3" height.
- Insurance – must carry a \$1 million liability coverage policy and workers compensation insurance (if required). A certificate of insurance with the City of Isanti named as an additional insured will be required. Service providers shall meet all City requirements prior to providing services to the City.

- In the event of non-performance or at the City's discretion, services from the vendor may be terminated by written notice from the City.
- Regarding Large Lot mowing, a 50 foot perimeter is to be mowed around the property where it abuts a street or property line of a developed area. The contractor must have equipment capable of mowing rough larger multi-acre areas. These areas may have weeds, brush and small trees (up to 2 inches) that will need to be removed. It is the contractor's responsibility to check areas prior to mowing for rocks and debris that may damage their equipment. Care should be taken not to mow over the extension of water curb boxes, wood stakes or other property markers. The Contractor should consult with City officials concerning whether only perimeter mowing of the areas is required or if the entire site needs to be mowed.
- Mowing contractors must be available for the entire mowing season which could start as early as April and extend as late as the end of October.
- The selected mowing contractor will meet with City staff prior to the start of the mowing season and shortly after mowing has started to ensure an efficient process.

B. Communication and Billing

- The City will e-mail the address of lots/sites that will require mowing to the contractor.
- The contractor will have two full business days after the date the e-mail is sent to complete the work.
- Once the work is completed on a property, the contractor will notify the City by e-mail that the service has been completed (on the day of service).
- Invoices must be submitted for payment with specific dates that services were performed. At the end of each month, the contractor will submit a statement reflecting all invoices previously submitted for payment. Payment will only be made from invoices.

C. Equipment Required: Please list this equipment below.

- Commercial grade self-propelled walk or rider mower and weed trimmers.
- For Large Lot Mowing – commercial grade equipment capable of mowing rough areas, brush and small trees.

Quote For Services / Other Required Information

D. Amount for Service (includes all transportation and travel time)

- | | |
|--|---|
| 1. Residential Lot - Cost per Site | \$ <u>85.00</u> |
| 2. Mobilization Fee (if owner has cut) | \$ <u>50.00</u> |
| 3. Base Fee Plus Hourly Mowing Fee for Large Tracts* | \$ <u>200.00</u> base fee
\$ 85.00 / hr. |

*The City reserves the right to consider this quote separately


Please provide a list of EQUIPMENT available to fulfill requirements of contract:

1. John Deere Zero-Turn Mowers
2. John Deere 3720 with 12-foot Progressive Mower
3. Cat Skidsteer with Brush Cutter Attachment

Please provide 3 references that you provided commercial mowing services in 2019.
(Name/Contact Information)

1. Grace Pointe Crossing / Jon Boehmer, 952-240-3880
2. New Hope Community Church / Brian Larson, 763-552-7979
3. Affinity Plus Federal Credit Union / Kari Magnuson, 651-312-9696

In submitting this quotation, the vendor agrees that acceptance of any or all quotations by the below designated party within a thirty (30) day period constitutes a Contract.

Signed:  Date: 2/17/20

Firm Name: B+M Lawn and Landscape Services, Inc.

AN AUTHORIZED EMPLOYEE OF THE COMPANY MUST SIGN ALL QUOTATIONS.

QUOTES SUBMITTED MUST BE CLEARLY MARKED: Quote for Nuisance Weed Abatement Services

PLEASE SUBMIT QUOTES TO:

Matt Lindholm, Planner
City of Isanti
P.O. Box 428
Isanti, MN 55040

For further information or questions, please call: (763) 444-5512.



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Chief of Police
Date: April 7, 2020
Subject: AUTOMATED PAWN SYSTEM CONTRACTS

Background:

Chapter 233 in City Code requires licensed Pawnbrokers to report transactions via the specified Automated Pawn System [APS] and pay the city a per item transaction in accordance to the fee schedule to offset the APS contract fees.

Pawn transaction fees collected:

2018- \$3,486.50

2019- \$2,840.50

As of March 1st 2020 we no longer have access to the APS system due to Minneapolis Police Department halting their APS system.

The APS is an important investigatory tool for the police department. The system allows the investigator to search for stolen items, enter stolen items for other agencies to look for, and gather further investigatory information. Numerous criminal cases were solved utilizing the APS system.

There are now two other APS systems available for reporting pawn transactions:

LEADS Online: \$1,975.00

Utilized by 94 MN agencies

Has added investigatory tools such as:

- Ebay data base search
- Metal Theft data
- Phone forensics
- Image search- search for stolen items via images
- CompStat mapping

RAPID: \$500

Utilized by 18 MN agencies

Request:

Staff is requesting to enter into a contract with both LEADS Online and RAPID

Attachments:

- Resolution 2020-XXX
- RAPID quotation
- LEADS Online quotation

RESOLUTION 2020-XXX

**AWARDING QUOTE AND AUTHORIZING TO ENTER INTO A CONTRACT FOR
AUTOMATED PAWN SYSTEMS**

WHEREAS, staff requested proposals for Automated Pawn Systems [APS]; and,

WHEREAS, two vendors were found that operated APS systems in Minnesota; and,

WHEREAS, quotes were received from LEADS Online and RAPID which are presented as attached; and,

WHEREAS, Staff has determined the necessity for both systems in order to conduct thorough investigations; and,

WHEREAS, Staff has determined access to only one database would significantly hinder criminal investigations;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, authorizes staff to enter into a contract with LEADS Online and RAPID for the provision of APS and investigatory database access for the City of Isanti for a three (3) year period starting April 8, 2020 and ending March 31, 2023.

This resolution was duly adopted by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



Business Watch International (U.S.) Inc
7351 Wiles Road, Suite 102
Coral Springs, FL 33067

Quote

Date	Quote #
2020-03-12	33491

Quoted For

Isanti Police Dept.
401 1st Ave. NW
Isanti, MN, 55040

Terms

Net 30 Days

Description	Quantity	Rate	Amount
RAPID Access - 1-19 Sworn Officers - 1 Year		500.00	500.00
Quote Total			\$500.00

Phone #: 1-877-404-3368

Fax #:

E-mail: jwerner@bwiusa.com



Proposal for Isanti Police Department

April 1, 2020

The nationwide comprehensive case solving power of LeadsOnline is built to help address some of the staffing shortages your agency is most likely experiencing today while also helping significantly increasing clearance rates.

The Problem: More cases. Fewer investigators to work them.

Out of town is out of reach. You know it. The crooks know it.

Even if you could keep up with all the businesses in your jurisdiction where a suspect might sell something, the bad guy can always sell it in another jurisdiction, leaving you to guess which one.

Majority of crimes get minor attention. 1 in 15.

Transaction records are the key to solving cases. According to research, less than one in fifteen are checked. Your current process may be too tedious to be the standard procedure.

Overwhelmed and Understaffed?

Investigators are overloaded, and often do not have the time to run and re-run every case. Even major crime cases can be overlooked as new cases are coming in.

Agencies have open CID positions with additional retirements coming next year. The case load isn't getting any lighter. Cases are set to "Inactive" or "Info Only" due to insufficient resources.

We're on CompStat. How can we be two months behind?

Transaction information more than two weeks behind is of limited value to a department running on a CompStat-style management process.

Case details on persons and property are often delayed. Relevant transaction information arrives after the initial case and is only searched once. Cases are closed before evidence comes in. Pawnshops only hold incoming property (i.e. your evidence) for a short time, then it's gone. Destroyed by delay.

Accountable, but totally dependent on another agency?

Investigators call better-equipped agencies for help, but it's just not realistic for every case. Other departments with full caseloads of their own really can't dedicate full attention to yours.

The "CSI Effect"

Citizens think you have technology, but some tools are from the flip-phone era. When outdated software is hard to use or runs slow, cases go unchecked and unsolved.

Different Formats and Abbreviations

Other records are from standard agency-owned sources. These transaction records are from different business types with different software types. Different everything. This creates problems.

Our Mission

- Enforce laws, preserve peace, protect life and property.
- Solve crime and reduce the fear of crime in your jurisdiction.
- Improve the level of service to the community with existing manpower.
- Run all cases, including person crimes, missing persons and trafficking.
- Turn over every stone with unlimited investigators and unlimited searches.

The Solution: Work smarter not harder. Solve Crimes.

LeadsOnline is a quick, comprehensive way for your investigators to run suspects and property in every case. It saves time and provides access to a suspect's activity, even outside your jurisdiction.

Coverage Everywhere



- ✓ Each day, more than **400,000 transactions** are reported via LeadsOnline.
- ✓ Find your **homicide suspect** even when he flees to Las Vegas.
- ✓ LeadsOnline receives transaction information from all **50 states**.
- ✓ Law enforcement network includes **4,400+ agencies in 47 states + D.C.**

Leveraging Technology



- ✓ Search once for persons and property and **save it to continue receiving alerts**.
- ✓ Run **arrest records** and lists of known suspects and stolen property.
- ✓ Identify **crime patterns** among related cases and subjects.
- ✓ Detect activity by **possible associates of persons related to the case**.
- ✓ **Compare images of property and sellers** based on your case information.

Crime-Solving Innovation



- ✓ Advanced system finds suspects and property even when **misspelled**.
- ✓ Capabilities are **specifically designed for criminal investigations**.
- ✓ Every **two weeks**, enhancements are made to help solve more crimes.
- ✓ Feedback from thousands of **investigators** keeps making it better and better.

Fast and User Friendly



- ✓ **Fast.** Sub-second search times.
- ✓ Always on. **Available 24/7/365.**
- ✓ Easy to use. **Nothing to install.** Simply log in and catch crooks.
- ✓ **Cross browser compatible.**

Reporting and Compliance Monitoring



- ✓ **Free for businesses to report** and friendly customer service provided.
- ✓ Transaction Monitor **helps ensure compliance** of businesses in your jurisdiction.
- ✓ See alerts for **missing information and common mistakes.**
- ✓ Businesses have their own dashboard and can **resolve** any reporting issues.

Undeniable Evidence

Analysis confirms that suspects in cases of all kinds are found in LeadsOnline, and the actionable intelligence can link the offender to your case and others.

Persons 54%		Property 52%		Society 58%	
Assault	59	Arson	60	Loitering / Vagrancy	50
Homicide	57	Bad Checks	90	Disorderly Conduct	59
Human Trafficking	100	Burglary / Breaking & Entering	65	DUI	46
Kidnapping / Abduction	51	Counterfeiting / Forgery	43	Drug / Narcotic	60
Missing Person	50	Destruction / Damage / Vandalism	55	Family Nonviolent	62
Runaway	9	Embezzlement	58	Peeping Tom	47
Sex, Forcible	48	Fraud	42	Obscene Material	20
Sex, Nonforcible	54	Larceny / Theft	46	Prostitution	100
		Motor Vehicle Theft	60	Traffic	42
		Robbery	67	Trespass Real Property	65
		Stolen Property	58	Weapon Law	71
		Offenses		Violations	

* The table above represents the percent of searchable case persons found in LeadsOnline. Data reflects averages by NIBRS case type from >100K cases submitted by agencies uploading files to RTC in 2019.

Respected Nationwide

Trusted by America's largest and most respected law enforcement agencies:



More Agencies Use LeadsOnline Than All Other Processes Combined

4,500+

Law enforcement agencies

47,248

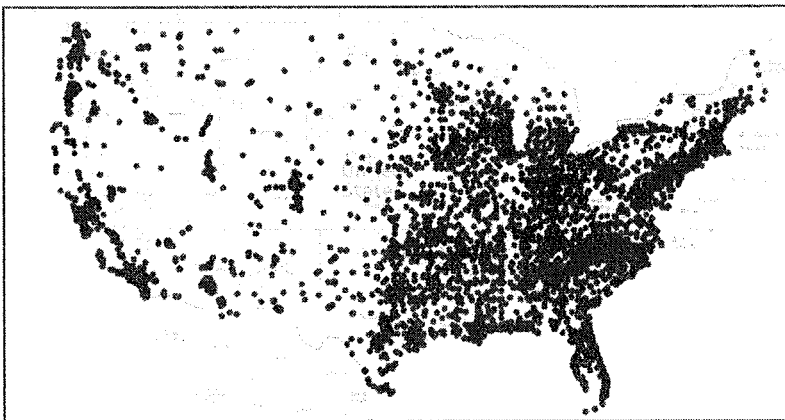
Criminal investigators

500,000+

Transactions each day

The Power of Networking

Ask your FBINAA forum or other law enforcement leaders. You'll get a positive response.



"More success in our very first week with LeadsOnline than in all of last year."

- Washington County Sheriff's Office, Oregon

"The death was brutal. A LeadsOnline search was done and a ticket was found 2,335 miles away, and west of the incident rather than northeast where the focus had been."

- Fayetteville Police Department, North Carolina

See many more examples at <https://news.leadsonline.com/>.

No agency has "extra money," but the cost/benefit should make this decision easy. Add every investigator in your agency working cases. Unlimited users. Unlimited searches. Unlimited cases. Unlimited access. Unlimited training. An all-inclusive system designed to work hard for you and your investigators. Please see the included pricing chart for service level capabilities and fees.

Sincerely,

Megan Lee
Account Executive
(972) 331-7742

2020 PRICING – ISANTI POLICE DEPARTMENT, MN

LeadsOnline

System Capabilities		 FastFind	 TotalTrack	 PowerPlus
	Search transactions from pawn/secondhand stores - You'll be surprised how far your criminals will go. Find your crook in any of the 50 states in less than one second.	Statewide	Nationwide	Nationwide
	Automated NCIC Stolen Item Hits - Receive automated hits on stolen articles and guns, even when serial numbers and item codes are entered incorrectly.	✓	✓	✓
	Saved Search Hit Alerts - Save your search and put the file away. Receive email and text alerts when transactions in your cases are identified.		✓	✓
 	eBay First Responder Service and OfferUp Search - Solve cases with direct law enforcement-only access to listing information to identify suspects involved in criminal activity in online marketplaces.		✓	✓
	Metal Theft Investigations - Work metal theft cases with property information, photos, thumbprint scans and digital signatures from scrap metal dealers nationwide.			✓
	Phone Forensics Search - Upload your Cellebrite files and other call detail records to identify other suspects who may be involved in the case.			✓
	Automatically Run Lists of POIs - Upload lists of known offenders and utilize this inter-agency communication system to receive notifications when other investigators encounter them.			✓
	Image Search - Jewelry cases are easier to investigate when searching pictures. You'll also find the rapist wearing the red hat (really – this happened).			✓
	CompStat Mapping System - Easily identify burglary patterns as stolen property is sold. Map activity as suspects travel across jurisdictional lines. Criminals can't hide.			✓
First full year subscription fee		\$1,719	\$1,975	\$2,301

Agreement with initial term commitment of 36 months or longer caps price increases at 3% annually during the initial term. A formal written Agency Agreement executed by both parties is required. This proposal expires on 5/16/2020.



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Chief of Police
Date: April 7, 2020
Subject: SPECIFIED AUTOMATED PAWN SYSTEM VENDOR

Background:

Chapter 233 in City Code requires licensed Pawnbrokers to report transactions via the specified Automated Pawn System [APS] and pay the city a transaction fee per the fee schedule. The city has utilized the Minneapolis Police Departments APS [Automated Pawn System] as the specified automated pawn system for the city. As of March 1st 2020 Minneapolis Police Department halted their APS system and is no longer operable.

There are two other APS systems available for reporting pawn transactions:

LEADS Online: Utilized by 94 MN agencies

RAPID: Utilized by 18 MN agencies

Request:

Staff is requesting accepting LEADS Online as the “specified” APS system for licensed pawnbrokers to report.

Attachment:

- Resolution 2020-XXX

RESOLUTION 2020-XXX

SPECIFYING AUTOMATED PAWN SYSTEM FOR REPORTING

WHEREAS, the City of Isanti requires Pawnbrokers to report transactions to an Automated Pawn system; and,

WHEREAS, the City of Isanti identified LEADS Online as the appropriate Automated Pawn System to be utilized within the city;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to specify LEADS Online as the Automated Pawn System that the licensed Pawnbrokers will use to report in compliance with city code.

This Resolution is hereby approved by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Jenny Garvey – Parks, Recreation & Culture Manager
Date: April 7, 2020
Subject: Resolution Authorizing a Fireworks Display

Background:

At the March 17th COW meeting the consideration of a fireworks display was discussed and staff was directed to request quotes from companies.

Staff received two quotes.

Pyrotechnic Display, Inc	Hollywood Pyrotechnics, Inc.
\$6,000.00	\$7,000.00

The fireworks display will be launched from Bluebird Park on Thursday July 9 at approximately 10pm and will last approximately 12 minutes. Funding will be provided for by budget amendment reducing expenses in 101-45300-491 \$1,000 and increasing expenditures in 101-45300-497 by \$1,000 to provide sufficient funding within 101-45300-497.

Recommendation:

Staff is recommending that Pyrotechnic be awarded the fireworks display in the amount of \$6,000.00

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2020-XXX
- Pyrotechnic Display, Inc Quote – Exhibit A

RESOLUTION 2020-XXX

AUTHORIZING A FIREWORKS DISPLAY

WHEREAS, the City of Isanti received two quotes for a fireworks display; and,

WHEREAS, the following two quotes were received; and,

Pyrotechnic Display, Inc. (PDI)	Hollywood Pyrotechnics, Inc.
\$6,000	\$7,000

WHEREAS, City staff will move forward with PDI for the fireworks display in the amount of \$6,000; and,

WHEREAS, PDI requests that the City of Isanti enter into an Agreement to have a fireworks display; and,

WHEREAS, Bluebird Park is the site location for the fireworks display; and,

WHEREAS, the time for the fireworks display will begin at approximately 10:00 p.m. on Thursday July 9th, 2020; and,

WHEREAS, the fireworks show length will last approximately 12 minutes; and,

WHEREAS, funding will be provided for by budget amendment reducing expenses in 101-45300-491 \$1,000 and increasing expenditures in 101-45300-497 by \$1,000 to provide sufficient funding within 101-45300-497; and,

WHEREAS, if inclement weather or other unknown postponement or cancellation occurs, the contracts Section 6 will be implemented; and,

WHEREAS, allow city staff to sign such an Agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to approve the Agreement with Pyrotechnic Display, Inc, attached as Exhibit 'A', with the fireworks display scheduled for approximately 10 p.m. Thursday July 9 within Bluebird Park and the funding source to be 101-45300-497 and authorize city staff to execute said agreement.

This Resolution is hereby approved by the Isanti City Council this 7th day of April, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources / City Clerk

FIREWORKS DISPLAY PROPOSAL

for

City of Isanti, Minnesota

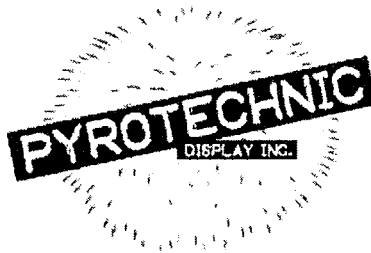
July 9, 2020

Non-Disclosure

The information contained in this (document) bid/proposal is confidential and intended solely for the use of the individual or entity to which they are addressed. Written consent of Pyrotechnic Display, Inc. is required before this document may be copied or reproduced in any fashion.

Confidentiality

Our livelihood depends upon our creative designs, originality and vision. We expect and appreciate your respect for the confidentiality of our business.



Pyrotechnic Display Incorporated

9405 River Road SE – Clear Lake, MN 55319

800-507-9074, EXT. 1

Pyrotechnic Display Incorporated

800-507-9074

9405 River Road SE – Clear Lake, MN 55319

City of Isanti ~ July 9, 2020

We would appreciate the opportunity to entertain your audience for your July 9 Celebration in the City of Isanti, MN with our "Artistic & Ever-Changing Fireworks Display". Your Show design is continuous and designed to grab the audience's attention, and provide many "oohs & aahs" from beginning to end. Your display includes a Two Level Color and Salute Opening, a wide variety of high quality Aerial Shells up to 5" diameter, Special Effect Segments and a Grand Finale.

This display will be electronically fired for safety, precision timing and will require a minimum 700 foot diameter Safety Perimeter.

We believe your staff will be impressed with our professional attention to detail & hassle-free experience. We look forward to creating a memorable event that will have everyone cheering!

Please contact me if you have any questions after you review our proposal. Cell (612) 709-3703, (800) 507-9074, ext. 1, or mhanson@pyrodisplay.com.

Our Proposed Displays Includes:

Five Million Dollars Public Liability Insurance Specific to Your Event Listing the City of Isanti, MN as "additional insured". (Sample Insurance Certificate Included). Additional entities can be included when we receive the signed contract.

Workers Compensation Insurance

All Required Permits including Coordination with Local Public Safety Officials, and your Event Staff

All Professional Field Technician Labor, Trucking, and Fuel is Included.

Pyrotechnic Display Inc. Post Display Client Surveys & References

Proposed Display Cost: \$6,000.00 lasting about 12 Minutes

Pyrotechnic Display Incorporated

800-507-9074

9405 River Road SE – Clear Lake, MN 55319

Opening Segment:

A Mixture of Sparkling, Brilliant Colored Shells varying in size from 2.5" – 5" product, including Golden Palms with Multi-Colored Tips and Golden Tails. Along with the color and Special Effects, Booming Salutes will alert the audience to the show!

The following Designer Pattern and Specialty Aerial Effects Segments will be incorporated into the Main Body of your display:

2.5" and 3" Special Effect Candles:

- ☯ *Brilliant Color Changing Shells*
- ☯ *Golden to Flashing Shells*
- ☯ *Spider with Red, Golden and Green*
- ☯ *Silver Crown Shells with both Green and Purple Hues*
- ☯ *Wave Willow with Multi-Colored Strobe Pistils*
- ☯ *Red to Brocade Crown/Blue to Brocade Crown*

2.5" and 3" Assortment of 6 Shot Timed Chains-including:

- ☯ *Brocade Golden Streamers*
- ☯ *Red, Green and Purple Saturns with Silver Kamuro Rings*
- ☯ *Lemon Silver, and Purple Palm Tree Shells*
- ☯ *Glittering Gold to Purple and Green*
- ☯ *Umbrella with Exciting Color Strobe Pistils*
- ☯ *Red, Lemon, Violet Waves*

A selection of Specialty Box Items will be used to create visual effects throughout your display:

100 Color Coconut with Brilliant Strobes
25 Shot Red, green and Yellow Peonies with Dragons
25 Shot Red, and Green Palm Crossettes
36 Gold Glitter with Purple and Green Pistils

Pyrotechnic Display Incorporated

800-507-9074

9405 River Road SE – Clear Lake, MN 55319

Grand Finale:

*The Grand Finale of your display will build with intensity and canvas the sky. Silver and Gold Strobe Peonies, Crackling Palm Trees, Vibrant Multi-Color Comets, assorted Chrysanthemums, Peonies, and Dahlias will be fired creating a huge kaleidoscope of color concluding with Thunderous Silver Splatter Salutes. This Grand Finale will leave the residents and guests of the **City of Isanti** event cheering!*

\$6,000.00 Complete Display Total for City of Isanti

<i>Shells</i>					<i>Special Effects</i>
<i>2.5"</i>	<i>3"</i>	<i>4"</i>	<i>5"</i>	<i>Box Item Shots</i>	<i>Comets, Mines, Whistles</i>
<i>108</i>	<i>104</i>	<i>60</i>	<i>18</i>	<i>175</i>	<i>140</i>

Total Quantity of Pyrotechnic Devices This Display

605

NOTE:

The fireworks industry standard for the height above ground for an aerial shell is 100 feet times the diameter.

Example: 3" shell = 300 feet.

Pyrotechnic Display Incorporated

800-507-9074

9405 River Road SE – Clear Lake, MN 55319

Important Details and Information

Our entire product line is brought to our facility and tested for safety and performance before it is released into our inventory.

During the permit process we supply aerial site photos and drawings reflecting the required safety distance and other specific requirements as requested by the city safety officials.

Your display is designed based on NFPA 1123 guidelines for safety and insurance requirements, along with your request of "most desired" products and effects. Final display may be adjusted based on local safety official requirements.

Product adjustments may occur due to product availability, shoot site requirements, enhancements to our inventory.

The display will be computer programmed and fired electronically for safety, precision design, varied tempo and visual diversity.

Our Professional Display Operators receive detailed layouts and diagrams reflecting equipment placement, and pyrotechnic product sequence and location.

Any sprinkler system at the shoot site needs to be turned off the day of display.

Our crew will tear down the fireworks equipment the night of the display and search the shoot site grounds for any unexploded fireworks and return them to our facility for proper disposal.

All of our equipment and fireworks are transported to the shoot site in Commercial Vehicle Trucks by our drivers who have valid Commercial Drivers Licenses with the appropriate endorsements.

All trash from the display is returned to our facility and properly disposed of.

We will require a signed contract to secure your display in our schedule.

**PYROTECHNIC DISPLAY, INC.
FIREWORKS DISPLAY AGREEMENT**

This agreement is entered into this 11th day of March 2020 between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and City of Isanti of the City of Isanti State of Minnesota ("Customer"), for the purchase of a fireworks display. ("Agreement")

SECTION 1 FIREWORKS DISPLAY

Pyrotechnic agrees to furnish for the Customer (1) fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of July 9, 2020 ("Fireworks Display").

SECTION 2 CONTRACT PRICE

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$6,000.00 (Six thousand and 00/100 dollars). A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

SECTION 3 MATERIALS AND SERVICES

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

SECTION 4 INSURANCE

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

SECTION 5 LOCATION

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 350 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1.

In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

SECTION 7 ENTIRE AGREEMENT

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.