# AGENDA CITY OF ISANTI CITY COUNCIL MEETING



TUESDAY, MAY 17, 2022 – 7:00 P.M. CITY HALL

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

#### F. Proclamations/Commendations/Certificate Award

- 1. VFW "Buddy" Poppy
- 2. National Police Week May 15, 2022 May 21, 2022
- 3. National Public Works Week May 15, 2022 May 21, 2022

#### **G.** Approve City Council Minutes

1. May 3, 2022- Regular Meeting of the City Council

#### H. Announcements

1. City Council Meeting

2. Economic Development Authority Meeting

3. Park, Recreation and Culture Board

4. CITY OFFICES CLOSED

Tuesday, June 7, 2022 at 7:00 p.m.

Tuesday, June 7, 2022

(Immediately following the City Council

Meeting)

Tuesday, May 24, 2022 at 6:00 p.m.

Monday, May 30, 2022

(In Observance of Memorial Day)

#### I. Council Committee Reports

#### J. Public Hearings

#### K. Business Items

#### City Administrator Josi Wood

- 1. ORD-XXX Amending Chapter 76; Alcoholic Beverages
- 2. Consideration of An Agreement Between the City of Isanti and Petersons Promotions for Community Bulletin Board at Isanti Liquor Store

#### Community Development Director Stephanie Hillesheim

**3.** 2022-XXX Resolution to Approve Special Event Permit for Rum River BMX 2022 State Oualifier

4. 2022-XXX Resolution to Approve Special Event Permit for the Spring into Summer Car Show

#### L. Approve Consent Agenda

- 1. Payroll in the Amount of \$122,763.75 and Accounts Payable in the Amount of \$352,643.90.
- **2.** Resolution 2022-XXX Approving Application for a Local Gambling Permit for St. Elizabeth Ann Seton Church
- **3.** Resolution 2022-XXX Approving Agreement for Document Imaging Support With Momentum ECM, LLC
- **4.** Resolution 2022-XXX Approving MnDOT Master Partnership Agreement
- 5. Resolution 2022-XXX Approving the Hire of Park, Recreation and Events Coordinator
- 6. Resolution 2022-XXX Approving the Hire of Liquor Store Clerk II Kenneth Frost
- 7. Resolution 2022-XXX Approving the Hire of Liquor Store Clerk II Melanie Castellano
- 8. Resolution 2022-XXX Amending the Development Agreement for Isanti Family Dental

#### M. Other Communications

- 1. April Police Department Report
- 2. April Code Enforcement Report
- 3. April Building Inspector Report
- 4. May Engineering Project Status Report

Adjournment



# F.1.

#### VFW "Buddy" ® Poppy

#### A PROCLAMATION

**WHEREAS:** The annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and,

**WHEREAS:** VFW Buddy Poppies are assembled by disabled veterans and the proceeds of this worthy fundraising campaign are used exclusively for the benefit of disabled and needy veterans and the widows and orphans of deceased veterans; and,

**WHEREAS:** The basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to "Honor the Dead by Helping the Living," therefore;

I, Jeff Johnson, Mayor of the city of Isanti do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through your donations for Buddy Poppies on the day set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens.

	Mayor Jeff Johnson
Attest	
Titost	
T. 1. C. 1	
Jaden Strand	
City Clerk	

# **BUDDY POPPY GAME**

**East Bethel Bandits vs. Isanti Redbirds** 

**Minnesota Town Teams** 

**ISANTI BASEBALL FIELD** 

ISANTI, MN.

Friday May 20, 2022 7:30pm

IF YOU WANT TO THANK SOMEONE FOR THEIR SERVICE

WANT TO THANK SOMEONE FOR THEM SERV

**SUPPORT & HONOR THEIR MEMORY** 

4th ANNUAL BUDDY POPPY GAME



17 2022 4 5 00

**TUESDAY, MAY 3, 2022 – 7:00 P.M. CITY HALL** 

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

The Pledge of Allegiance was recited.

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

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

#### **D.** Public Comment

None

#### E. Adopt Agenda

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

#### F. Proclamations/Commendations/Certificate Award

None

#### **G.** Approve City Council Minutes

- 1. April 19, 2022- Regular Meeting of the City Council
- 2. April 19, 2022- Committee of the Whole Meeting

#### H. Announcements

ı.	Committee of the Whole	Tuesday, May 1/, 2022 at 5:00 p.m.
2.	City Council Meeting	Tuesday, May 17, 2022 at 7:00 p.m.
3.	Planning Commission Meeting	Tuesday, May 17, 2022
		(Immediately following the City Council
		Meeting)

#### I. Council Committee Reports

Councilmember Collison shared that there was record attendance for the Gold Cup Qualifier at Rum River BMX.

#### J. Public Hearings

None

#### K. Business Items

#### City Administrator Josi Wood

1. **Resolution 2022-087** Approving an Agreement Between the City of Isanti and Petersons Promotions for Community Bulletin Board at Isanti Liquor Store

City Administrator Josi Wood shared that this is from Mr. Peterson who spoke at Committee of the Whole last month. Wood read a statement on Peterson's behalf because he was unable to attend. Wood continued to share that in discussions with Peterson this contract has been drafted to put an advertising board at Isanti Liquor. There would be a cork board area for public posting with the borders being paid advertisement. The item for discussion is how long to enter into a contract for.

A motion was made by Lundeen to approve with the conditions: an agreement of three years, Petersons Promotions will render \$150.00 a year or 10% of the proceeds whichever is greater and City staff must approve all advertisements prior to being placed on the community board, the motion was seconded by Collison. Motion carried unanimously.

#### 2. Consideration of Animal Control and Kennel Services Contract

City Administrator Josi Wood shared that at the April 5<sup>th</sup> City Council meeting there was discussion regarding the City's animal control and kennel services. The proposal was accepted by On-Line Retrievers and the action was for staff to enter into a contract for those services provided by On-Line Retrievers. However, there was one item that was missing that had been in their contract previously when they provided interim services for the City that staff felt more comfortable coming back to Council and assuring that Council knew and approved the language. Wood read the additional language aloud in regards to the costs the City could potentially incur if a dog owner is not identified, did not claim the dog or a replacement home could not be found.

Wood further shared if an instance like that occurred, the City would incur costs associated with the collection and kennel by the contractor as outlined in section C. with the exception of the reduced per day kennel fee of \$20.00 per day instead of the standard \$30.00 per day.

A motion was made by Lundeen to approve contract as presented, seconded by Collison. Motion carried unanimously.

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

**3. Resolution 2022-088** Approving the Minor Subdivision Plat for Halvorson Acres Located at PID 16.029.2300

Community Development Director Stephanie Hillesheim shared that at the April 19<sup>th</sup> Planning Commission meeting a presentation was given in regards to the Minor Subdivision Plat proposed for Halvorson Acres. The 16.8-acre vacant parcel is proposed to be split into three separate parcels with the objective of providing two sellable commercial lots near 6<sup>th</sup> Ave NE and a larger residential zoned lot to the east. The Planning Commission recommended approval.

Motion by Lundeen, seconded by Bergley to approve resolution as presented. Motion carried unanimously.

4. Resolution 2022-089 Approving the Development Agreement for Fairway Greens North Phase II

Community Development Director Stephanie Hillesheim shared that City Council approved the Final Plat of Fairway Greens North Phase II on March 1<sup>st</sup> consisting of 21 lots. The Developer has prepared and reviewed the Development Agreement to allow construction to begin.

A motion was made by Lundeen, seconded by Collison to approve resolution as presented. Motion carried unanimously.

#### L. Approve Consent Agenda

- 1. Payroll in the Amount of \$117,757.61 and Accounts Payable in the Amount of \$313,709.90
- 2. Resolution 2022-090 Approving the Hire of Part-Time Police Secretary Mary Heiss
- **3. Resolution 2022-091** Approving a Temporary On-Sale Liquor License to Isanti Firefighter's Rodeo Association for the 46<sup>th</sup> Annual Isanti Firefighter's Rodeo
- 4. Resolution 2022-092 Authorizing Closing of Fund 444
- 5. Resolution 2022-093 Approve Amendment to the 2022 Budget for City Hall Cubical Electrical
- 6. Resolution 2022-094 Approving Sale of Forfeited Vehicles at Public Auction
- 7. Resolution 2022-095 Accepting Resignation for Part-Time Liquor Store Clerk II Janet Booth
- **8. Resolution 2022-096** Authorizing Isanti Fire District to Perform an Open Burn
- **9. Resolution 2022-097** Rescinding Resolution 2022-086 Authorizing a Reduction in the Letter of Credit For Fairway Greens North
- **10. Resolution 2022-098** Authorizing a Reduction in the Letter of Credit For Fairway Greens North Phase I
- 11. Resolution 2022-099 Authorizing the Purchase of a Snow Plow Truck
- 12. Resolution 2022-100 Approval of Street Lighting Infill for 2022
- 13. Resolution 2022-101 Accepting Donation of Custom Bench and Receptacle for Isanti Liquor Store

Councilmember Lundeen asked if the snow plow was a part of the budget.

City Administrator Wood confirmed yes, it was part of the CIP planning for 2022 but with the issue of obtaining vehicles the City will not get the truck likely until 2023.

Councilmember Gordon asked what was wrong with the truck that is being replaced.

CA Wood responded that it is the oldest truck that has been limping along for a number of years.

Lundeen stated that the bench and receptacle donation from Parkitect, a company affiliated with Metal Coatings, is very nice and a great donation.

CA Wood stated that it was a nice and unexpected gesture as the City had planned to purchase them.

Lundeen asked about the benches that the Lions were potentially going to donate for the amphitheater.

CA Wood stated that the policy revision was approved to be able to donate benches so that part is done. City staff will reach out to the Lions if they are still thinking about donating and report back to Committee of the Whole.

Gordon asked if the money was already spent on the cubicles.

CA Wood confirmed they had already been purchased as it was included in the CIP, but with the cost of things going up, the amounts are coming up short. There was not enough funds to fully fund the electrical for the cubicles. The reason for this is because the CIP amounts were plugged in a couple years ago and materials have continued to raise more than anticipated.

Mayor Johnson asked where the rain garden is.

CA Wood responded that there is a 1-acre rain garden on the east side Rum River BMX that was built when the building was built.

A motion was made by Lundeen, seconded by Collison to approve the consent agenda as presented. Motion carried unanimously.

#### M. Other Communications

City Administrator Josi Wood shared there needs to be a Planning Commission meeting to discuss the Rum River Villas which was the discussion at the last Planning Commission meeting which was postponed to a later date.

Wood continued to share that Community Development Director Hillesheim sent out a date potential for next Tuesday but the response is that quite a few people may not be able to attend.

Wood further shared that the meeting notice does need to get posted this week to keep that potential date. Wood asked if it would work better if the meeting was held before the next City Council meeting on May 17<sup>th</sup> as there is a very light Committee of the Whole agenda. The Committee of the Whole meeting would be at 5:00 p.m. and the Planning Commission meeting would start at 6:00 p.m.

Council agreed by unanimous consensus to hold the Special Planning Commission meeting on May 17<sup>th</sup> at 6:00 p.m.

#### Adjournment

A motion was made by Lundeen, seconded by Collison to adjourn. Motion carried unanimously.

Meeting adjourned at 7:30 p.m. Respectfully Submitted,

faden Strand

Jaden Strand City Clerk



### **Request for City Council Action- MEMO**

To: Mayor Johnson and Members of City Council

From: Jaden Strand, City Clerk

**Date:** May 17, 2022

**Subject:** ORD-XXX An Ordinance Amending Chapter 76; Alcoholic Beverages

#### **Background:**

At the April 19, 2022 Committee of the Whole meeting, Committee discussed the number of days a temporary 3.2 license shall be issued for. City Code specifies the number of days for a regular temporary on-sale liquor license but does not specify for a temporary 3.2 license.

Consensus from Committee was for staff to draft an ordinance amendment to reflect the license be consistent for the number of days of a regular on-sale temporary license but taking into account Illuminate Isanti because that event is for 8 days.

Staff has drafted an Ordinance to include the following language, "The City may not issue more than three four-day, four three-day, six two-day or one 12 -day temporary 3.2% malt liquor licenses (in any combination), not to exceed 12 days in any one location within a twelve-month period, to any one organization."

#### **Request:**

Staff is requesting action on this item.

#### **Attachment:**

• ORD-XXX An Ordinance Amending Chapter 76; Alcoholic Beverages

#### ORDINANCE NO. XXX

# AN ORDINANCE AMENDING ORDINANCE NO. 719, ADOPTED ON FEBRUARY 4, 2020, TITLED ALCOHOLIC BEVERAGES

#### THE CITY COUNCIL OF ISANTI DOES ORDAIN AS FOLLOWS:

**Section 1 – Amendment.** Ordinance No. 719 is hereby amended as follows:

#### Chapter 76

#### **Alcoholic Beverages**

#### §76-9 Kinds of Liquor Licenses

**C.** Temporary 3.2% malt liquor licenses which may be issued only to a club, charitable, religious, or nonprofit organization. The temporary license may authorize the sale of 3.2% malt liquor in any school or school building. The City may not issue more than three four-day, four three-day, six two-day or one 12 -day temporary 3.2% malt liquor licenses (in any combination), not to exceed 12 days in any one location within a twelve-month period, to any one organization.

#### Section 2 – Effective Date.

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

Adopted by the City Council this 17<sup>th</sup> day of May 2022.

	Mayor Jeff Johnson
Attest:	
Jaden Strand City Clerk	

Posted on: 4/26/2022 Adopted on:

Published on: Effective Date:



#### Memo for Discussion

To: Mayor Johnson and Members of the City Council

From: Jaden Strand, City Clerk

**Date:** May 17, 2022

**Subject:** Consideration of An Agreement Between the City of Isanti and Petersons Promotions

for Community Bulletin Board at Isanti Liquor Store

#### **Background:**

At the April 19, 2022 Committee of the Whole meeting, Committee recommended to move forward with Petersons Promotions providing a community bulletin board at Isanti Liquor. Further direction was for staff to work with Petersons Promotions to draft a contract and bring back to City Council for consideration.

At the May 3, 2022 City Council meeting, City Council approved the contract with the following conditions:

- 1. The agreement is effective for 3 years through May 3, 2025.
- 2. Peterson Promotions will render \$150.00 per year or 10% of the proceeds whichever is greater to the City of Isanti.
- 3. City Staff must approve all advertisements prior to being placed on the community board.

In discussing the terms and conditions City Council outlined at the May 3, 2022 City Council meeting to be included in the contract, the owner of Petersons Promotions has requested to render a flat rate of \$150.00 a year of the proceeds to the City of Isanti.

#### Request:

Staff is requesting direction on this item.

#### **Action Required:**

If the Council concurs with the language written in the contract, it should by motion, take the following actions:

Approve the contract between the City and Petersons Promotions as presented.

#### Attachment:

Draft Contract with Petersons Promotions

# AGREEMENT BETWEEN THE CITY OF ISANTI AND PETERSONS PROMOTIONS

This agreement is hereby entered into between the City of Isanti and Petersons Promotions for provision of providing community board services for the City of Isanti at Isanti Liquor. This agreement will be effective through May 3, 2025.

Through this agreement, Petersons Promotions agrees to provide and maintain the City of Isanti the community board at Isanti Liquor with no cost to the City.

The community board allows for approximately 10 businesses to advertise on the board with the advertisements to be approximately 10 inches by 12 inches in size.

The cork space available for community posting is 5 feet x 4 feet in size.

Petersons Promotions will render \$150.00 a year of the proceeds to the City of Isanti.

City staff must approve all advertisements prior to being placed on the community board.

Either party (Petersons Promotions or City of Isanti), may terminate this agreement at any time for any reason upon thirty (30) days written notice.

Signed	Date	
Petersons Promotions		
Signed	Date	
City Administrator Josi Wood		
City of Isanti		



#### **MEMO for Council Action**

To: Mayor Johnson and Members of the City Council
From: Stephanie Hillesheim, Community Development Director

**Date:** May 17, 2022

**Subject:** Resolution to Approve Special Event Permit for Rum River BMX 2022 State Qualifier

#### **Background**

Rum River BMX Association has submitted a special event permit application to host a three-day state qualifier event to be held at the Isanti Indoor Arena on June 10-12, 2022: Friday 4:00pm-10:00pm, Saturday 8:00am-5:00pm, and Sunday 8:00am-5:00pm.

No road closures are being requested, but additional parking will be needed for event. Rum River BMX will have paid parking and camping spaces available in the grass lot to the south of the arena per the parking agreement with the City of Isanti, as well as offer free parking in the designated spot in Bluebird Park and in non-Dog Park parking spots.

No additional outdoor audio system or live entertainment will be used, only the current PA at the track.

Six (6) additional restrooms will be brought in.

The complete application along with departmental review are attached.

Submitted with the Special Event Permit Application was a request for Equipment, including seven (7) barricades and twenty-five (25) "No Parking" signs.

#### **Staff Request**

City staff is requesting approval of the Rum River BMX 2022 State Qualifier Special Event Permit application and attachments.

#### Attachments

- Resolution No. 2022-XXX
- Special Event Application Rum River BMX 2022 State Qualifier
- Special Event Equipment Request

#### **RESOLUTION 2022-XXX**

# APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR RUM RIVER BMX STATE QUALIFER

**WHEREAS** Rum River BMX Association has submitted a Special Event application requesting permit to host the Rum River BMX State Qualifier; and,

**WHEREAS**, a three-day event is scheduled to take place in the Isanti Indoor Arena on Friday, June 10 5:00-10:00 pm, and Saturday, June 1, and Sunday, June 12 8:00am -5:00pm; and,

WHEREAS, event set-up is scheduled for Friday, June 9, 2022; and,

WHEREAS, the estimated number of people to be in attendance is 800-1,200; and,

WHEREAS, the applicant will provide six (6) additional restrooms for the event; and,

**WHEREAS**, parking during the event will be restricted to Isanti Indoor Arena parking lot, designated park in Bluebird Park, and in non-Dog Park parking spots; and,

WHEREAS, paid parking and camping will be allowed on the grass lot to the south of the arena as outlined in the parking agreement; and

WHEREAS, Allina personnel will be on-site for emergency medical precautions; and,

WHEREAS, the applicant has submitted a complete request with the application materials; and,

**WHEREAS**, the equipment request has been received for seven (7) barricades and twenty-five (25) "no-parking" signs; and,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to hereby approve the special event permit request for Rum River BMX State Qualifier;

**AND FURTHERMORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the "Permit" for the above stated Special Event.

This Resolution is hereby approved by the Isanti City Council this May 17, 2022.

Attest:	Mayor Jeff Johnson
Jaden Strand	<del>_</del>
City Clerk	



# SPECIAL EVENT PERMIT APPLICATION

City of Isanti 110 First Avenue NW • PO Box 428 Isanti, MN 55040

Phone: 763.444.5512 • Fax: 763.444.5560

www.cityofisanti.us

If you are a planning an event that requires a Special Event Permit, please complete the application and any required supplemental forms. To ensure your application is processed quickly, be specific and complete in all responses. Applications must be submitted at least 30 days prior to the event to be considered.

#### ITEMS TO ACCOMPANY THE APPLICATION

red with all applications	Check all that	apply:
Complete application form	Signs v	will be posted for event:
Cleanup deposit fee - \$100		Temporary Sign Permit
Proof of insurance or certificate of	п	Application required
insurance		\$50 fee
Site Map		ol will be served and/or sold at
Approval letter from the property		License (may take up to 60 days
owner		to process)
Proof of written notification to property		Fees apply, amounts vary by
owners within 350 feet of the special		license type
event		rs will be present:
		Mobile Food Unit App. (If not assuming vendor liability.
		Background check required)
		Vendor List
	Event	will occur on City Property:
		Release and Indemnification Agreement
	Complete application form Cleanup deposit fee - \$100 Proof of insurance or certificate of insurance Site Map Approval letter from the property owner Proof of written notification to property	Complete application form  Cleanup deposit fee - \$100  Proof of insurance or certificate of insurance  Site Map '  Approval letter from the property owner  Proof of written notification to property owners within 350 feet of the special event  Signs of Sig

Supplemental information may be required by City staff.

Additional forms can be found on the City of Isanti website or requested at Isanti City Hall. Please note that additional required permits or licenses may take additional time to process.

#### SPECIAL EVENT PERMIT APPLICATION

Submittal Date: 5/6/2022			
APPLICANT INFORMATION Sponsoring Entity (if applicable)		nx Association	
		TIX ASSOCIATION	
Contact Person: Jay Boss			
Address: 101 Isanti Pl	kwy NW		
<sub>City:</sub> Isanti	State: MN	55040	
Phone Fax	Cell		
E-mail: Jay@rumrive			
Secondary Contact Person: La	rry Merchlewitz		
Address: 101 Isanti Pl	cwy NW		
<sub>City:</sub> Isanti	State: MN	Zip: 55040	
Phone Cell _	E-mail:Ları	ry@rumriverbmx.com	
EVENT INFORMATION		74	
Event Name: 2022 Minr	າesota State Qເ	ualifier	
Date(s) of Event: June 9th - June 12th 2022			
Hours of Event: Fri 4pm-1	0pm, Sat 8am-5p	om, Sun 8am-5pm	
Type of Event: X Open to	the Public Private	Other:	
Describe Event (List all activities State qualifier race for state champed and the champed and	es. Provide flyer or other ma pionships in August.	rketing materials as available.):	

Proposed Location of the Event (be specific, site map also required):
Isanti Indoor Arena. 101 Isanti Pkwy NW. Isanti
Estimated Number of People in Attendance (includes staff, participants, and spectators):
800-1,200
Parking Impact – Describe in detail:
Isanti Indoor Arena. Paid parking & camping will be on the grass lot to the south of the arena per parking agreement with the City of Isanti.
free parking will be on paved parking lot at the arena and in designated parking spot at Bluebird Park & in non
Dog Park parking spots.
Tents, equipment, amusement rides, etc.
Type: Team canopies
Size:
Location: On designated location on site map
Location: On designated location on site map
Are Fire Prevention or EMS needed? Please specify and if being provided, please identify the name or
entity providing these services:
We will have off duty Allina personel on site.
Are you requesting any street closures? If yes, list streets:
No
Restrooms (Portable) - Name or entity providing these services; and number of facilities to be provided.
When other restroom facilities are not provided on-site or are limited; the applicant will need to pay for
when other restroom facilities are not provided on-site of are minted, the applicant will need to pay 101
additional restroom facilities. For those events exceeding 75 persons, one (1) additional restroom shall be
provided; for events exceeding 150 persons, two (2) additional restrooms shall be provided. For events
exceeding 250; the Planning for Special Events-Usage Chart shall be used.
Constable from Absolute Portables
6 portable from Absolute Portables.
Security Plans - Name or entity providing these services. (A Police Officer is required if alcohol is being
served or at the discretion of the Police Chief).
None needed
Clean-up Plans - Describe in detail:
Clean-up Plans – Describe in detail: Ruum River will be resposible for all clean-up.

Live entertainment – Describe in detail: None
Will any other <b>public addressing system or sound amplification</b> be used? If so, describe:  ONly the current PA at the track.
If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected?
All money collected will go to pay for the awards and for running the event.
Depending upon the type of special event, some items may not be required or may be waived as part of the review process. Larger events may require additional information, in order to properly process the request.

#### APPLICANT SIGNATURE

I declare that the information I have provided on this application is truthful and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Isanti to investigate and make whatever inquiries necessary to verify the information provided.

Applicant Signature:

OFFICE USE ONLY Reviewed By: (Any concerns / comments will be attached to the application)				
Fire Chief Approved	Denied	N/A	Signature:	
Police ChiefApproved	Denied	N/A	Signature:	
Public Services Dire Approved	ctorDenied	N/A	Signature: Man	
Parks, Recreation an Approved			Signature:	
	Denied			
City Administrator Approved	Denied	N/A	Signature: Ju Wood	
City (	CouncilApproved			
Date	of Review:			

# Data Practices Advisory Tennessen Warning – Special Event Permit

You are being asked to answer questions and provide information pursuant to the special event permit application process that is required by the City of Isanti, Minnesota city code. The purpose and intended use of the requested data is to verify that each applicant meets the requirements for state statues and city code provisions and, if the license or permit is approved, to verify that all required data remains current. The following data collected, created, or maintained is classified under the Minnesota Government Data Practices Act as public data once a license has been approved (Minn. Stat. § 13.41, subd. 5):

- 1. Data submitted by applicants (other than names and designated addresses)
- Orders for hearing, findings of fact, conclusions of law, and specification of any final disciplinary action
- 3. Entire record concerning any disciplinary proceeding
- 4. License numbers
- 5. License status

The following data collected, created, or maintained is classified under the Act as private data (Minn. Stat. § 13.41, subd. 2):

- 1. The identity of complainants who have made reports concerning licenses or applicants which appear in inactive complaint data unless the complainant consents to disclosure
- 2. The nature or content of unsubstantiated complaints when the information is not maintained in anticipation of legal action
- 3. Inactive investigative data relating to violations of statutes or rules
- 4. Record of disciplinary proceedings, except as limited by the provisions above

The following data collected, created, or maintained is classified under the Act as confidential data ((Minn. Stat. § 13.41, subd. 4):

1. Active investigative data relating to complaints against any license.

Under law, private data may be shared with licensing and inspection employees, approval authorities, insurance providers, law enforcement employees, contracted inspection officials, city officials who have a bona fide need for it, or as required by court order. The City of Isanti may make any data classified as private or confidential accessible to an appropriate person or agency if the licensing agency determines that failure to make the data accessible is likely to create a clear and present danger to public health or safety.

We ask that you complete or provide all data requested on the application form(s) unless we have noted that it is not required. Refusal to supply required information may mean that your application cannot be processed.



# SPECIAL EVENT PERMIT APPLICATION

City of Isanti 110 First Avenue NW • PO Box 428 Isanti, MN 55040

Phone: 763.444.5512 • Fax: 763.444.5560

www.cityofisanti.us

### Special Event Equipment Request Form

Event Name: Rum River Bm	x 2022 State Qual	lifier
Date(s) of Event: 6/9/22-6/12	/22	
Contact Person: Jay Bossen/ l	Larry Merchlewit	z
Equipment Drop Off/Pick Up	Location: Isanti	Indoor Arena
Equipment Drop Off Date/Tir	ne: 6/9 4pm	
of equipment for each event, a	and reserves the ri rs after the end of led to the event or	santi Public Works will determine the availability ight to deny requests. All equipment must be the event. The replacement of any broken or ganizers.  Picnic Tables: 0
Barricades: 7		Stage: 0
Road Closed Signs: 0	_	No Parking Signs: 25
Office Use Only		
Date Delivered:	By:	
Date Checked In:	By:	

Н.	We understand and agree that this RELEASE AND INDEMNIFICATION	
	AGREEMENT shall be governed by the laws of the State of Minnesota and the	
	jurisdiction and venue for any suit or cause of action under this agreement shall	lie ii
	the courts.	12
	(Special Event Holder Initials Here)	_
•	This RELEASE AND INDEMNIFICATION AGREEMENT shall be effect	Hero
I.	as of the date or dates of the applicable special event, shall continue in full force	
	until our responsibilities hereunder are fully discharged, and shall be binding up	
	us, or successors, representatives, heirs, executors, assigns, and transferees.	,011
	21, 01 successors, 1-p. 122-1,	1
	(Special Event Holder Initials Here)	2
	SS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT	
	the special event holder, acting by and through the undersigned, who represents the	at he
or she is prop	perty authorized to bind the Special Events Holder hereto.	
PRINTED N	NAME OF SPECIAL EVENTS HOLDER:	
RumRi	iver Bmx	
	NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL	
EVENTS HO	OLDER:	
Jav	y Bossen	
-		
Title Run	m River Bmx President	
Signature _	May M Dann	
5/6/	12022	
Date Or Or		





# SPECIAL EVENT PERMIT APPLICATION

City of Isanti 110 First Avenue NW • PO Box 428 Isanti, MN 55040

Phone: 763.444.5512 • Fax: 763.444.5560

www.cityofisanti.us

### -EVENT SPONSOR-RELEASE AND INDEMNIFICATION AGREEMENT

#### City of Isanti

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

ion for being permitted to engage in the following special event activities on property e City of Isanti: River Bmx State Qualifier.
ts Holder hereby acknowledges, represents, and agrees as follows:
We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:
(Special Events Holder Initials Here)  If required by this paragraph, we agree to require each participant to our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for
ourselves and for the City of Isanti, on a form approved by the City of Isanti.  Participant Release and Indemnification required? YES NO (Special Events Holder Initials Here)

C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Isanti, for the duration of the above described activities.

#### (Special Events Holder Initials Here)

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

#### (Special Event Holder Initials Here)

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Isanti, its officers, and its employees from any and all claims, demands, and actions for such injury, loss or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

#### (Special Event Holder Initials Here)

F. We further agree to defend, indemnify and hold harmless the City of Isanti, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorney fees, including those arising from any third party claim asserted against the City of Isanti, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

#### (Special Event Holder Initials Here)

G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Isanti, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Event Holder Initials Here)

ere) <u>JB</u>



#### **MEMO for Council Action**

To: Mayor Johnson and Members of the City Council
From: Stephanie Hillesheim, Community Development Director

**Date:** May 17, 2022

**Subject:** Resolution to Approve Special Event Permit for the Spring into Summer Car Show

#### **Background**

BMC British Auto has submitted a special event permit application to host a one-day car show to be held at 444 East Dual Blvd on June 4, 2022 10:00am – 3:00pm.

No road closures or parking restrictions are being requested as the event will be held on private property with an estimated number of 75 people in attendance.

No outdoor audio system or live entertainment will be used and no additional restrooms will be brought in.

The complete application along with departmental review are attached. City staff did contact the event sponsor to ensure a temporary sign permit will be submitted for the event.

#### **Staff Request**

City staff is requesting approval of the Spring into Summer Car Show Special Event Permit application and attachments.

#### **Attachments**

- Resolution No. 2022-XXX
- Special Event Application Spring into Summer Car Show

#### **RESOLUTION 2022-XXX**

# APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR SPRING INTO SUMMER CAR SHOW

WHEREAS BMC British Autos has submitted a Special Event application requesting permit to host the Spring into Summer Car Show; and,

**WHEREAS**, a one (1) day event is scheduled to take place at 444 East Dual Blvd on Saturday, June 4, 2022 from 10:00am -3:00pm; and,

WHEREAS, the estimated number of people to be in attendance is 75; and,

WHEREAS, the applicant will not be required to provide additional restrooms for the event; and,

WHEREAS, parking during the event will be located on-site; and,

WHEREAS, the applicant has submitted a complete request with the application materials; and,

WHEREAS, a temporary sign permit will need to be approved before signage is placed for the event; and,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota to hereby approve the special event permit request for Spring into Summer Car Show;

**AND FURTHERMORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the "Permit" for the above stated Special Event.

This Resolution is hereby approved by the Isanti City Council this May 17, 2022.

Attest:	Mayor Jeff Johnson	_
Jaden Strand City Clerk		



# **Special Event Permit**

City of Isanti 110 1st Ave NW • PO Box 428 Isanti, MN 55040 Phone: 763-444-5512

Email: isantiparks@ityofisanti.us • www.cityofianti.us

- If you are a planning an event that requires a Special Event Permit, please complete the application.
- You must also include any required supplemental forms. To ensure your application is processed quickly, be specific and complete in all responses.
- Applications must be submitted at a minimum of 30 days prior to the event to be considered.
- The final step is approval/denial of the application at a city council meeting.
- Staff will be in contact with the applicant as to when the application/event will be on the council
  agenda. The applicant should plan on attending the city council meeting.

<u>Special Event Permits Guideline:</u> (Please see city code 278 "Special Events" for more detailed information)

A temporary outdoor use on private or public property that extends beyond the normal uses and standards allowed by Zoning Ordinance of the city, in which attendance in excess of 75 people is anticipated, and impacts are anticipated on surrounding neighborhoods, businesses or the community as a whole.

	REQUIRED ITEMS WITH ALL APPLICATIONS
	Completed Application Form
1	\$100 - Clean up Deposit Fee
	Proof of Insurance or Certificate of Liability
	Site Map
	Approval Letter from the Property Owner (if applicable)
	Proof of written notification to property owners within 350 ft of special event

If so	Will your event include these items?  o, make sure to include these supplemental forms along with your application.
	Signage: Will you have signs posted? and this has a required and small \$50 fee
	Alcohol: Will Alcohol will be served and/or sold at event:  □ Licenses* (may take up to 60 days to process) □ Fees Apply and amounts vary by license type
	Vendors:       Will you have vendors, food trucks, booths, etc.√₀         □ Peddler's Permit* (background check required and submitted by event organizer only)         □ \$25 fee for one-day applications         □ Vendor List (provided to staff 10 days prior to event)
	Location: Will your event occur on City Property or Private Property? Please circle one.  Release and Indemnification Agreement* (needed for events on city property)

Supplemental information may be required by city staff.

\*Additional forms can be found on the city of Isanti website or requested at Isanti City Hall. Please note that additional required permits or licenses may take additional time to process.

OFFICE USE ONLY: reviewed by: (Any concerns	/comments please attached	d to the application.	=
PRC Manager/Signature:		,	
Y Y	Approved	Denied	N/A
Fire Chief/Signature:			
	Approved	Denied	N/A
Police Chief/Signature:			
	Approved	Denied	N/A
Public Works Director/Signature:			
Matt by histy	Approved'	Denied	N/A
CommDevelopment Director/Signature:	Approved	Denied	N/A
City Administrator/Signature:	Approved	Denied	N/A
City Council: Date of Review			
	Approved	Denied	



# **Special Event Permit Application**

Applic	ant In	formation		Date of Application Submittal:
Applicant/Contact Name:			Sponsoring Entity: (if applicable)	
BriAN McCul	lough	1		BMC British Auto
Mailing Address:		^		
444 EAst	- Dua	1 Blud		
Email Address:				Phone Number:
Brian Chmc,	Lutos.	COM		
Secondary Contact Name:		11		
Mailing Address:				
maming / todal edge:				
Email Address:				Phone Number:
	1			
Event Name:	Spri	us Into &	Summer (	Car Show
Date(s) of Event:		June 4,	2022	
Hours of Event:		m TO 3 P		
	102			
		Туре	of Event	
Open to the Pt	xildu		Private	☐ Other
Describe Event: (List ALL ac			her marketing ma	aterials as available)
CAR Show- N	lostly i	British Ch		
Proposed Location of	Event: (be	e specific, a site	map is also req	uired)
1 444 ExST	Dual	Blow		
			lude staff, parti	icipants, and spectators)
<sup>2</sup> 75				
Are Fire or EMS Needs	<u>•d</u> ?	YES - NO		ecify and if being provided,
3			identity na	ame and entity providing these services:
				¥



## **Special Event Permit Application**

_	
4	Restrooms portable): Name or entity providing these services; and number of facilities to be provided.
5	Street Closures: YES - NO Please list streets/intersections, etc.
6	Parking Impact: Describe in detail:  Parking on Site
7	Tents, Equipment, amusements rides, etc.  Type: Size: Location:
8	Security Plans: Name of entity providing these services. (A police officer is required if alcohol is being served or at the discretion of the Police Chief.):  BMC StaFF
9	Clean-Up Plans: BMC StaFF
10	Live Entertainment: Describe in detail.
11	Public Address System or Sound Amplification: Please describe: None
12	If the event will be held on public property, please provide the following information:  1) Will tickets be sold for the event? 2) Is a donation of any kind required? 3) What is the purpose of the money that is collected?
De rev	pending upon the type of special event, some items may not be required or may be waived as part of the view process. Larger events may require additional information, in order to properly process the request.

I declare that the information I have provided on the application this application will result in denial of the application. I authorularies necessary to verify the information provided.	on is truthful and I understand that falsification of answers on rize the City of Isanti to investigate and make whatever in-
Applicant Signature:	Date:

City of Isanti 110 1st Ave NW PO Box 428 Isanti, MN 55040 Phone: 763-444-5512

Email: isantiparks@ityofisanti.us • www.cityofianti.us

# L.1.

# City of Isanti

Gross Payroll	106,235.93
Social Security & Medicare	5,965.06
Public Employees Retirement	10,562.76
Total City Expense	122,763.75

Pay Date 5/13/2022

Pay Period 10 (4/24-5/7/22)

Page: 1

May 03, 2022 05:17PM

City of Isanti

Check Register - Mayor/Council Approval Check Issue Dates: 5/3/2022 - 5/3/2022

Report Criteria:

Report type: Summary Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/22	05/03/2022	58264	2030	ARTISAN BEER COMPANY	609-20200	912.35
05/22	05/03/2022	58265	1485	BECKER, JOSH	101-20200	104.25
05/22	05/03/2022	58266	53	BELLBOY CORPORATION	609-20200	1,816.63
05/22	05/03/2022	58267	9	BERNICKS PEPSI-COLA	609-20200	3,979.60
05/22	05/03/2022	58268	2319	BREAKTHRU BEVERAGE OF MN	609-20200	5,038.00
05/22	05/03/2022	58269	1629	CITY OF ISANTI	101-20200	12,575.47
05/22	05/03/2022	58270	8	DAHLHEIMER DISTRIBUTING CO	609-20200	11,558.95
05/22	05/03/2022	58271	2486	DEERE & COMPANY	603-20200	9,439.56
05/22	05/03/2022	58272	385	FEDERATED CO-OPS INC	101-20200	29.57
05/22	05/03/2022	58273	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	134.26
05/22	05/03/2022	58274	2028	FURTHER	861-20200	8.02
05/22	05/03/2022	58275	2830	GDO LAW	101-20200	4,083.33
05/22	05/03/2022	58276	1400	GENERAL CODE LLC	603-20200	88.00
05/22	05/03/2022	58277	134	GOPHER STATE ONE-CALL INC	601-20200	178.20
05/22	05/03/2022	58278	739	HACH COMPANY	601-20200	276.67
05/22	05/03/2022	58279	3188	HOLMAN, DARIN	101-20200	53.69
05/22	05/03/2022	58280	3189	J&M DISPLAYS	101-20200	6,000.00
05/22	05/03/2022	58281	7	JOHNSON BROTHERS LIQUOR CO	609-20200	17,292.94
05/22	05/03/2022	58282	5	KAWALEK TRUCKING	609-20200	423.20
05/22	05/03/2022	58283	131	MACQUEEN EQUIPMENT INC	603-20200	44.53
05/22	05/03/2022	58284	17	MCDONALD DISTRIBUTING CO	609-20200	14,757.48
05/22	05/03/2022	58285	3119	MOOSE LAKE BREWING CO. LLC	609-20200	434.00
05/22	05/03/2022	58286	3133	MORTON SALT	101-20200	10,980.68
05/22	05/03/2022	58287	2080	MVTL LABORATORIES INC	601-20200	279.06
05/22	05/03/2022	58288	3122	NEW FRANCE WINE COMPANY	609-20200	98.75
05/22	05/03/2022	58289	44	PHILLIPS WINE & SPIRITS INC	609-20200	8,136.74
05/22	05/03/2022	58290	2827	RATWIK ROSZAK & MALONEY P.A.	505-20200	5,080.39
05/22	05/03/2022	58291	2341	RED BULL DISTRIBUTION CO INC	609-20200	197.40
05/22	05/03/2022	58292	1834	RIVARD COMPANIES	101-20200	3,170.00
05/22	05/03/2022	58293	1290	THE AMBLE GROUP	101-20200	810.81
05/22	05/03/2022	58294	626	THE WINE COMPANY	609-20200	457.00
05/22	05/03/2022	58295	2944	UNIFIRST CORPORATION	609-20200	682.18
05/22	05/03/2022	58296	3187	US BANK ST PAUL CM-9705	609-20200	63,124.16
05/22	05/03/2022	58297	686	VERIZON WIRELESS	101-20200	1,651.33
05/22	05/03/2022	58298	42	VIKING COCA-COLA BOTTLING CO	609-20200	238.10
05/22	05/03/2022	58299	4	WATSON CO INC	609-20200	2,277.58
05/22	05/03/2022	58300	1922	WEX BANK	101-20200	4,803.56
05/22	05/03/2022	58301	2475	WHITE BEAR IT SOLUTIONS LLC	101-20200	3,951.62
05/22	05/03/2022	58302	2009	WOOD, JOSEPHINE	101-20200	52.18
Gran	nd Totals:				-	195,220.24

Page: 1

May 10, 2022 03:03PM

City of Isanti Check Register - Mayor/Council Approval

Check Issue Dates: 5/10/2022 - 5/10/2022

Report Criteria:

Report type: Summary
Check.Type = {<>} "Adjustment"

L Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/22	05/10/2022	58303	127	ABDO	101-20200	303.75
05/22	05/10/2022	58304	1231	ACE SOLID WASTE INC	101-20200	808.00
05/22	05/10/2022	58305	953	ALL AMERICAN TITLE CO INC	601-20200	43.97
05/22	05/10/2022	58306	3195	BECKENSTEN, BRIAN & SOUTHI	601-20200	76.79
05/22	05/10/2022	58307		BENEFIT EXTRAS INC	101-20200	47.00
05/22	05/10/2022	58308		BERNICKS PEPSI-COLA	609-20200	1,367.96
05/22	05/10/2022	58309		BILLS QUALITY CLEANING	609-20200	712.00
05/22	05/10/2022	58310		BURNET TITLE	601-20200	49.73
05/22	05/10/2022	58311		CDW GOVERNMENT INC	614-20200	6.93
05/22	05/10/2022	58312		CEMSTONE PRODUCTS COMPANY	101-20200	40.74
05/22	05/10/2022	58313	1198	CENTER POINT ENERGY	601-20200	5,217.30
05/22	05/10/2022	58314		CENTURYLINK BUSINESS SERVICES	101-20200	12.96
05/22	05/10/2022	58315		CLOSING HUB	601-20200	105.24
05/22	05/10/2022	58316		CONNEXUS ENERGY	920-20200	3,080.00
05/22	05/10/2022	58317	120	CONNEXUS ENERGY	920-20200	7,366.00
05/22	05/10/2022	58318	120	CONNEXUS ENERGY	920-20200	1,271.00
05/22	05/10/2022	58319		CRYSTAL SPRINGS ICE	609-20200	488.62
05/22	05/10/2022	58320		DAHLHEIMER DISTRIBUTING CO	609-20200	20,902.52
05/22	05/10/2022	58321		EXECUTIVE ASSOCIATES TITLE	603-20200	41.69
05/22	05/10/2022	58322		FASTENAL COMPANY	101-20200	105.18
05/22				FERGUSON WATERWORKS		
	05/10/2022	58323			602-20200	211.46
05/22	05/10/2022	58324		FURTHER	101-20200	32.30
05/22	05/10/2022	58325		FURTHER	861-20200	21.99
05/22	05/10/2022	58326		GRATITUDE FARMS	101-20200	250.00
05/22	05/10/2022	58327		HAWKINS INC	601-20200	1,446.36
05/22	05/10/2022	58328		JOHNSON BROTHERS LIQUOR CO	609-20200	5,471.35
05/22	05/10/2022	58329		KAWALEK TRUCKING	609-20200	144.00
05/22	05/10/2022	58330		KLOCKOW BREWING COMPANY INC	609-20200	336.00
05/22	05/10/2022	58331		LARSON, MATTHEW & KOJETIN, LISA	601-20200	125.64
05/22	05/10/2022	58332		LEGACY TITLE	601-20200	27.96
05/22	05/10/2022	58333		LEGACY TITLE	601-20200	40.35
05/22	05/10/2022	58334		MARANO, JOSEPH & JEANINE	601-20200	74.57
05/22	05/10/2022	58335		MCDONALD DISTRIBUTING CO	609-20200	17,412.55
05/22	05/10/2022	58336		MINNESOTA TITLE	601-20200	40.60
05/22	05/10/2022	58337		MN DEPT OF REVENUE	101-20200	38,525.00
05/22	05/10/2022	58338		MN PEIP	861-20200	32,466.24
05/22	05/10/2022	58339	2080	MVTL LABORATORIES INC	602-20200	441.44
05/22	05/10/2022	58340	2553	O'REILLY	101-20200	9.98
05/22	05/10/2022	58341	617	PAUSTIS & SONS	609-20200	842.50
05/22	05/10/2022	58342	44	PHILLIPS WINE & SPIRITS INC	609-20200	908.38
05/22	05/10/2022	58343	3190	PLATINUM LAND LLC	601-20200	43.51
05/22	05/10/2022	58344	2625	RESULTS TITLE	601-20200	39.99
05/22	05/10/2022	58345	1834	RIVARD COMPANIES	101-20200	1,685.00
05/22	05/10/2022	58346	2518	SEMLER CONSTRUCTION INC	601-20200	12.17
05/22	05/10/2022	58347	2396	SOUTHERN GLAZERS OF MN	609-20200	8,921.66
05/22	05/10/2022	58348	1361	STAPLES ADVANTAGE	108-20200	95.86
05/22	05/10/2022	58349	73	STAR	101-20200	12.08
05/22	05/10/2022	58350	1503	THE AMERICAN BOTTLING COMPANY	609-20200	139.64
05/22	05/10/2022	58351	1762	THE TITLE GROUP	601-20200	95.81
05/22	05/10/2022	58352		URBANS HARDWARE INC	101-20200	188.78
05/22	05/10/2022	58353		US BANK EQUIPMENT FINANCE	101-20200	63.00
05/22	05/10/2022	58354		US INTERNET	603-20200	57.80
03/22						

AP220504

					AI 220304	
City of Isan	ti			heck Register - Mayor/Council Approval neck Issue Dates: 5/10/2022 - 5/10/2022	May 10, 2	Page: 022 03:03
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account A	mount
05/22	05/10/2022	58356	42	VIKING COCA-COLA BOTTLING CO	609-20200	192.48
05/22	05/10/2022	58357	361	VINTAGE LOCK	101-20200	1,745.00
05/22	05/10/2022	58358	4	WATSON CO INC	609-20200	1,762.59
05/22	05/10/2022	58359	780	WINE MERCHANTS	609-20200	213.50
05/22	05/10/2022	58360	2872	WINEBOW	609-20200	798.75
05/22	05/10/2022	58361	2009	WOOD, JOSEPHINE	101-20200	120.02
Gran	d Totals:				1	57,130.79
May	or:					

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

AP220505

City of Isanti

Check Register - Mayor/Council Approval Check Issue Dates: 5/10/2022 - 5/10/2022 Page: 1 May 10, 2022 03:27PM

Report Criteria:

Report type: Summary
Check.Check number = 58362
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/22	05/10/2022	58362	1231	ACE SOLID WASTE INC	101-20200	292.87
Grand Totals:			_	292.87		
					_	
Dete	. 4.					
Date	ed:					
May	or:					
City Coun	ncil:					

# APPROVING APPLICATION FOR A LOCAL GAMBLING PERMIT FOR ST. ELIZABETH ANN SETON CHURCH

**WHEREAS**, the City has received an application for exempt gambling permit from St. Elizabeth Ann Seton to hold an event on August 14, 2022 at 207 Co Rd 23 NW, Isanti, MN; and,

**WHEREAS**, the applicant estimates the value of prizes to be awarded is more than \$1,500.00 for the event and will require state approval; and,

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

**WHEREAS**, the applicant, Donald Joseph Wagner, has successfully passed a background check by the Isanti Police Department;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Isanti, Minnesota that the applications for an exempt gambling permit is approved for the following date: August 14, 2022 at Elizabeth Ann Seton Church;

Attest:	Mayor Jeff Johnson
Jaden Strand City Clerk	

This Resolution is hereby approved by the Isanti City Council this 17<sup>th</sup> day of May 2022.



# Memo for Council

To: Mayor Johnson and Members of the City Council

From: Josi Wood, City Administrator

**Date:** May 17, 2022

**Subject:** Resolution to Approve Agreement for Ongoing Document Imaging Support with

Momentum ECM, LLC

#### **Background:**

The City entered into an agreement with Minokaw Technologies in 2019 for document imaging software provider support. Staff was recently contacted by them to inform us that they were purchased by Momentum ECM, LLC. Staff has met with Momentum and feels that they will provide adequate service and support that at least matches, if not exceeds, the previous support. They have skilled staff with over 20+ years of experience in Laserfiche technology and support. Momentum is honoring the majority of the terms that were set in our previous agreement with Minokaw.

#### **Request:**

Staff requests to terminate our agreement with Minokaw Techologies and enter into a new agreement with Momentum ECM, LLC.

#### **Attachments:**

- Resolution 2022-XXX
- Service Agreement Proposal

# RESOLUTION APPROVING AGREEMENT FOR DOCUMENT IMAGING SUPPORT WITH MOMENTUM ECM, LLC

**WHEREAS**, the City entered into an agreement with Minokaw Technologies for the implementation of document imaging software, Laserfiche, and ongoing support in October, 2019; and,

WHEREAS, Minokaw Technologies was purchased by Momentum ECM, LLC; and,

**WHEREAS**, staff believes it is in the best interest of the City to continue ongoing Laserfiche service and support with Momentum ECM, LLC; and,

**WHEREAS**, a Service Agreement for one year to be reviewed annually for on-going document imaging support is herein attached as Exhibit A;

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

- 1. Terminate the agreement with Minokaw Technologies.
- 2. Authorize Staff to enter into a Service Agreement with Momentum ECM, LLC for one year and ongoing renewal at the term of the agreement if service exceeds satisfaction as determined by the City Administrator.
- 3. Continue on-going funding for document imaging cloud subscription as was approved in 2019.

This resolution was duly adopted by the Isanti City Council this 17<sup>th</sup> day of May, 2022.

	Mayor Jeff Johnson
Jaden Strand	
City Clerk	

# MASTER SERVICES AGREEMENT

**EXHIBIT A** 

REFERENCE: COIM-050422-MSA.DOC

This Master Service Agreement (referred to herein as the "MSA") is made between: Momentum ECM, LLC (Provider) and <u>City of Isanti Minnesota</u> (Client). In consideration of the mutual promises set forth herein, and intending to be legally binding, the parties hereto agree as follows:

#### **ENGAGEMENT**

Client hereby engages Provider to render the Laserfiche support and development services described in forthcoming proposals prepared by Provider, such as Project Estimates, Solution Quotes, Addendums, and LSAP Support Services (Proposals). Provider hereby accepts the engagement to provide services to Client on the terms and conditions set forth herein and as set forth in the Proposals by Provider. In the event of a conflict between the terms herein and the terms of any Proposal, including, but not limited to, the duration of any minimum term, renewal terms, termination rights, and early termination penalties, then the terms of the Proposal shall control, with respect to the services contemplated by such Proposal.

As a necessary condition to enable Provider to render services to the best of its abilities, during the term of this MSA and any renewal thereof, Client agrees that any service or repair made necessary by the installation or modification of software or equipment other than that authorized by Provider, including alterations, Laserfiche software installations, or other modifications directly made by Client's employees, or anyone other than Provider, will be billed at the standard Momentum labor rate. Momentum standard business hours are Monday through Friday 8:00AM – 5:00PM EST. Momentum standard hourly rate as of this agreement is \$185.

#### **TERM**

This MSA will commence on the date signed by both parties, and unless modified by mutual written agreement of the parties, shall continue for twelve (12) months. The MSA and subsequent Proposals will automatically renew for an equal term on each successive anniversary date (each a "Renewal Term") unless a 90-day written notice is provided to Provider prior to the anniversary date. This MSA and subsequent Proposals may be terminated by Provider upon written notice by Provider to Client if Client fails to make payment when due or by either party if the other party materially breaches or defaults in the performance of any other covenants, terms, or conditions of the MSA or subsequent Proposals. If either Party (a) commits a material breach or material default in the performance or observance of any of its obligations under this MSA or subsequent Proposals, and (b) such breach or default continues for a period of 60 days after certified mail delivery notice by the other Party reasonably detailing such breach or default, then (c) the non-breaching or non-defaulting Party shall have the right to terminate this MSA, upon 60 day notice, by giving written notice to the breaching or defaulting party. Client agrees to remit payment in full all existing and remaining Proposal invoices upon cancellation of services, prior to assistance by Provider for password, network information, client Laserfiche data, or any other such information exchange.

#### COMPENSATION

In consideration of the services to be performed by Provider, Client agrees to pay Provider in the manner, and at the rates set forth in subsequent Proposals. Terms are net 30 days. Late payments will incur finance charges of 1.5% of the unpaid monthly charges every 30 days. Beyond 90 days collection procedures will begin and services will be interrupted. Client waives the right to dispute any invoice which Client has not disputed in writing within 14 days from receiving the invoice. Credit Card payments incur an additional 4% processing fee. Pricing may increase by up to 10% annually as result of software and support costs. Payments are preferred via ACH.

#### CONFIDENTIALITY

Provider recognizes that any information, records, and similar materials regarding Client are confidential in nature and are assets and property of Client and Provider will not disclose or use such confidential information learned by Provider during the period of this MSA, except subject to prior written authorization of Client.

Please return via email to <u>sales@momentumecm.com</u> or by fax at (717) 798-9699 Revision date: 09/23/2021



# MASTER SERVICES AGREEMENT

REFERENCE: COIM-050422-MSA.DOC

#### LIABILITY

Damages claimed as to services rendered hereunder shall be limited to the trailing six months of LSAP revenue paid to Provider by Client, or \$20,000, whichever is less. Backup services use communication lines that are beyond Provider's control. Though unlikely, data loss or corruption can occur. Backup services are Not provided by Provider. Client is strongly advised to use verification processes, no less than twice per month, to verify the integrity of stored data. Provider will be held harmless against loss of data where such loss is due to hardware, software, telecommunications failures, or backup and disaster recovery services provided by a 3<sup>rd</sup> party or Client themselves. Client will not hold Provider liable for any loss of data, production, or other business loss due to unexpected results in the execution of services. It is agreed that ultimately Client is responsible for maintaining reliable backup of all Client data.

#### **RESOLUTION OF DISPUTES VIA ARBITRATION**

The parties agree to the following dispute resolution provisions and expressly waive any right to civil or administrative proceedings on any claim within the scope of these provisions. It is expressly intended that the entire relations of the parties be within the scope of this provision. The parties agree to attempt in good faith to resolve all disputes ("Dispute") arising out of this MSA and Proposals after written notice of the nature of the dispute is given. The parties may elect to submit any dispute to non-binding mediation. Any unresolved Dispute shall be determined by common law arbitration in Cumberland County, Pennsylvania, applying Pennsylvania law without regard to choice of law provisions thereunder, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree upon one neutral arbitrator with no relationship to either party to settle every Dispute. However, if the parties are unable to agree on an arbitrator within fifteen (15) days after a written request for arbitration, either party may petition for the appointment of an arbitrator by the Court of Common Pleas of Cumberland County, Pennsylvania. The decision of the arbitrator shall be final and not subject to review by any court except on the grounds stated in the applicable arbitration statute. The arbitrator shall be without authority to award punitive damages. Each party shall bear their own expenses in arbitration and shall divide equally any advance costs of arbitration. However, the arbitrator may award reimbursement of all costs borne by the prevailing party, including but not limited to arbitration costs, reasonable attorney's fees, and reasonable expert witness fees.

#### RECRUITING RESTRICTIONS

Client acknowledges and agrees that Provider incurs substantial recruiting, screening, administrative, and training expenses on behalf of its employees, and subcontractors in order to provide its clients with consultants, engineers, and technicians with a high degree of skill and expertise. As a result, Client agrees that it will not, directly, indirectly, on its own behalf, or as a partner, member, stockholder, principal, agent, consultant, or in any other capacity, or for or on behalf of, or in aid of any other person or entity, without the prior written consent of Provider, during the Term and for two (2) years following after the termination of this MSA (the "Non-Recruitment Period") hire any employee, sales representative or consultant of Provider made known to Client as a result of this MSA hereunder, or solicit, cause or induce any employee, sales representative or consultant of Provider made known to Client as a result of this MSA hereunder, to terminate their relationship or employment with Provider.

#### **INDEMNIFICATION**

Each party shall defend, indemnify and hold the other party, their respective owners, directors, officers, agents and employees harmless, from and against any third party claims, demands, damages, losses, expenses (including reasonable attorney fees and reasonable and necessary expenses actually incurred but excluding the cost of experts)("Losses") relating to bodily injury or death, or related to any damage to real and/or tangible personal property in connection with this Agreement, except to the extent caused by the negligent acts or omissions of the other party. An indemnified party shall: (i) promptly notify the indemnifying party of any third-party claims subject to indemnification hereunder, (ii) give the indemnifying party the right to control and direct the preparation of a defense, the defense and any settlement of any such claim, and (iii) give full cooperation to the indemnifying party for the defense of the same.



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# MASTER SERVICES AGREEMENT

REFERENCE: COIM-050422-MSA.DOC

#### **ASSIGNMENT**

Provider may assign the rights, privileges or obligations conveyed under this MSA and subsequent Proposals. Client may not assign the rights, privileges, or obligations conveyed under this MSA and subsequent Proposals without first obtaining the written consent of Provider, which consent will not be unreasonably withheld, provided, that the party receiving assignment expressly assumes, in writing, the obligations of the Client.

#### **MISCELLANEOUS PROVISIONS**

These Terms and Conditions contains the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior and collateral agreements, understandings, statements and negotiations of the parties. These Terms and Conditions may only be amended or modified by an instrument in writing signed by duly authorized representatives of both parties hereto.

#### **AUTHORIZATION**

The signer of this MSA, in addition to representing that his/her signature legally binds the Client and that all actions have been taken by the Client to duly grant this authority, does, by his/her execution, personally and individually undertake and assume the full performance hereof including payment of amounts due hereunder.

# **SIGNATURE**

Client:	Provider: Momentum ECM, LLC
Date:	Date:
Signature:	Signature:
(Print) Name:	(Print) Name:



# **Request for City Council Action- MEMO**

To: Mayor Johnson and Members of City Council

From: Jaden Strand, City Clerk

**Date:** May 17, 2022

**Subject:** Resolution 2022-XXX Approving MnDOT Master Partnership Agreement

#### **Background:**

The current 2018-2022 Master Partnership Agreement (MPC) will be expiring on June 30, 2022. MPC's are umbrella contracts which allow local agencies and MnDOT to exchange good and services. The MPC also allows MnDot, if requested and authorized by the local agency, to deliver small, routine services to local agencies. These services are listed in Exhibit A.

#### **Request:**

Staff is requesting action on this item.

#### **Attachment:**

- Resolution 2022-XXX Approving MnDOT Master Partnership Agreement
- MnDOT Master Partnership Agreement

#### APPROVING MNDOT MASTER PARTNERSHIP AGREEMENT

**WHEREAS**, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and,

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and,

**WHEREAS**, the parties wish to able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the City Engineer and City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Administrator may execute such work order contracts on behalf of the City of Isanti without further approval by this Council.

s Resolution was duly adopted by Is	anti City Council this 17 <sup>th</sup> day of May 2022.
Attest:	Mayor Jeff Johnson
Jaden Strand	

City Clerk



# STATE OF MINNESOTA MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Isanti City, acting through its City Council, in this contract referred to as the "Other Party."

#### **Recitals**

- 1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
- 2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
- 3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
- 4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
- 5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
- 6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
- 7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
- 8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

#### **Contract**

#### 1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date**: This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration Date**. This Contract will expire on June 30, 2027.
- 1.3. **Exhibits**. Exhibit A is attached and incorporated into this agreement.
- 1.4. Work Order Contracts. A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms**. The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. Sample Work Order. A sample work order contract is available upon request from the State.
- 1.7. Definition of "Providing Party" and "Requesting Party". For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

#### 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. Payment Basis. Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

#### 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts**: A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services**. A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance**. A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration**. A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. Emergency Services. A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

## 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts**. The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance**. The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration**. The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

#### 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

#### 6. Time

6.1. In the performance of project work under a work order contract, time is of the essence.

#### 7. Consideration and Payment

- 7.1. **Consideration**. The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation**. The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses**. It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

#### 7.4. Payment

7.4.1. **Generally**. The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

#### 7.4.2. Payment by the Other Party.

- a. The Other Party will make payment to the order of the Commissioner of Transportation.
- b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
- c. Remit payment to the address below:

**MnDOT** 

Attn: Cash Accounting

RE: MnDOT Contract Number 1050316W[XX] and Invoice Number: 00000[#####]

(see note above)

Mail Stop 215

395 John Ireland Blvd

St. Paul, MN 55155

#### 7.4.3. Payment by the State.

- a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

#### 8. Conditions of Payment

8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

#### 9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

#### 10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

#### 11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment**. Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments**. Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver**. If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete**. This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

#### 12. Liability

12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

#### 13. State Audits

13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

#### 14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices**. The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.

#### 14.2. Intellectual Property Rights

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

#### 14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification**. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation**. The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

# 15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors**. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.3. **Minn. Stat. § 363A.36**. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

#### 15.4. Minn. R. Parts 5000.3400-5000.3600.

- 15.4.1. **General**. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers**. The Contractor must comply with the following affirmative action requirements for disabled workers:
  - a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences**. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification**. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

#### 16. Workers' Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

#### 17. Publicity

- 17.1. **Publicity**. Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act**. Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

#### 18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

#### 20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

#### 21. Termination; Suspension

- 21.1. **Termination by the State for Convenience**. The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience**. The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. Termination for Insufficient Funding. The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### 22. Data Disclosure

22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

#### 23. Defense of Claims and Lawsuits

23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

#### 24. Additional Provisions

24.1. NONE

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#### **OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

Ву:		
Title: _		
	:	
	_	
Date:	:	

# **COMMISSIONER OF TRANSPORTATION**

Source	:	
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800 1040 0601 2210 2624	Field Inspection Final Design Surveys Gen Training Preparation - Delivery Guardrail-Install/Repair/Maintenance Indirect Expense	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction prace project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.  All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.  Use for time, materials, and travel expenses when developing or delivering training, includes course preparation, designing materials, and managing training records.  Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.  Indirect shop expenses and shop equipment. Allocate to mobile equipment.  All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes reviere for highway lighting, re-lamping, purmp stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of foradway lighting activities. Use for tasks related to public control in support of foradway lighting reviews.

Source	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure Radio/Electronic System Engineering	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct sheer, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source		
Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
		Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public
1870	Traffic Signal Maintenance	inquiries.
		All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and
2834	Waterway Maintenance	channel protection repair that is not part of slope protection. Includes related traffic control.

# APPROVING THE HIRE OF JORDAN CLEMENTSON FOR PARKS, RECREATION AND EVENTS COORDINATOR

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

**WHEREAS**, the City Council has approved the Parks, Recreation and Events Coordinator position; and,

**WHEREAS**, the Interviewing Panel has selected Jordan Clementson as the most qualified candidate for the position; and,

**WHEREAS**, the offer is contingent upon successfully passing the background investigation and reference check;

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

- 1. Human Resource Director has offered the Parks, Recreation and Events Coordinator position to Jordan Clementson for the City of Isanti.
- 2. This position is full-time, exempt, and eligible for full city benefits.
- 3. The expected start date will be summer 2022.
- 4. The wage will start at Step 5 of the wage scale at \$32.25 and in 6 months with successfully demonstrated performance review and proficiency will receive Step 6 at \$33.22 per hour.
- 5. Will receive 80 hours (10 days) of vacation banked and accrue at the second-year rate.
- 6. Human Resources Director is to complete all required documentation for the completion of the employment offer and place a copy of this resolution in the employee's personnel file for future reference.

This resolution is hereby approved by the Isanti City Council this 17<sup>th</sup> day of May 2022.

Attest:	Mayor Jeff Johnson
Jaden Strand City Clerk	

# APPROVING THE HIRE OF LIQUOR STORE CLERK II FOR KENNETH FROST

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

WHEREAS, the City Council has approved the PT Liquor Store Clerk II position; and,

**WHEREAS**, the Interviewing Panel has selected Kenneth Frost as the most qualified candidate for the position; and,

WHEREAS, the offer is contingent upon successfully passing a background investigation;

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

- 1. Human Resource Director has offered the Liquor Store Clerk II position to Kenneth Frost.
- 2. This position is part-time, non-exempt, and not eligible for benefits.
- 3. The start date in that position is May 11, 2022.
- 4. The wage will start at Step 1 of the wage scale at \$14.9056.
- 5. This position is non-exempt and not eligible for benefits.
- 6. This position will be scheduled up to 29 hours per week.
- 7. Human Resources Director is to complete all required documentation for the completion of the employment offer and place a copy of this Resolution in the employee's personnel file for future reference.

This resolution is hereby approved by the Isanti City Council this 17<sup>th</sup> day of May 2022.

Attest:	Mayor Jeff Johnson
Jaden Strand	-
City Clerk	

# APPROVING THE HIRE OF LIQUOR STORE CLERK II FOR MELANIE CASTELLANO

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

WHEREAS, the City Council has approved the PT Liquor Store Clerk II position; and,

**WHEREAS**, the Interviewing Panel has selected Melanie Castellano as the most qualified candidate for the position; and,

WHEREAS, the offer is contingent upon successfully passing a background investigation;

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

- 1. Human Resource Director has offered the Liquor Store Clerk II position to Melanie Castellano.
- 2. This position is part-time, non-exempt, and not eligible for benefits.
- 3. The start date in that position is May 11, 2022.
- 4. The wage will start at Step 1 of the wage scale at \$14.9056.
- 5. This position is non-exempt and not eligible for benefits.
- 6. This position will be scheduled up to 29 hours per week.
- 7. Human Resources Director is to complete all required documentation for the completion of the employment offer and place a copy of this Resolution in the employee's personnel file for future reference.

This resolution is hereby approved by the Isanti City Council this 17<sup>th</sup> day of May 2022.

Attest:	Mayor Jeff Johnson
Jaden Strand City Clerk	

#### **RESOLUTION 2022-xxx**

#### AMENDING THE DEVELOPMENT AGREEMENT FOR ISANTI FAMILY DENTAL

**WHEREAS**, the City Council approved the Development Agreement with B.A. Developers LLC for Isanti Family Dental on September 21, 2021; and,

WHEREAS, the legal description was incorrectly typed on the cover page of the recorded document; and,

WHEREAS, the legal description should read Lot 2, Block 1 Anlauf Commercial Park; and,

WHEREAS, the amendment is correcting the legal description;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Isanti, that the Development Agreement for Isanti Family Dental be hereby **Amended** as to ensure the legal description is Lot 2, Block 1 Anlauf Commercial Park.

This Resolution was duly adopted by Isanti City Council this 17th day of May 2022.

Attest:	Mayor Jeff Johnson
Jaden Strand, City Clerk	

# CITY OF ISANTI FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR ISANIT FAMILY DENTAL 401 CHERRYWOOD STREET NE PID 16.126.0020

The Amendment is by and between the City of Isanti, a Minnesota Municipal corporation and B.A. Development LLC, a Minnesota limited liability company (the "Developer").

#### **Recitals**

- A. The cover page of the recorded document A509161 recorded on October 1, 2021 at 10:15 am stated the legal description for the parcel located at 401 Cherrywood Street NE in Isanti also identified as PID 16.126.0020 is stated as Lot 2, Block 2 Anlauf Commercial Park.
- B. Upon further review the legal description should be stated as Lot 2, Block 1 of Anlauf Commercial Park.

#### **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 Cover Page of the Development Agreement, as modified by the Amendment, is hereby modified so as to contain the correct legal description for the property.
- 3. This amendment is effective May 17, 2022.
- 4. All other terms of the Development Agreement and Amendment not modified by this Second Amendment shall remain in effect as originally state

CITY OF ISANTI	
Ву:	
Jeff Johnson, Mayor	
Attest:	
Jaden Strand, City Clerk	
STATE OF MINNESOTA )	) ss.
COUNTY OF ISANTI )	, 33.
	knowledged before me on this day of May, 2022, by Jeff Johnson City Clerk of the City of Isanti, respectively, on behalf of the City.
	Notary Public

B.A. Development LLC	
Barbara Curtis, CEO	
STATE OF MINNESOTA )	
) ss.	
This instrument was acknowledged before me as Chief Executive Officer of B.A. Development LLC, or	e on thisday of May 2022, by Barbara Curtis n behalf of that Minnesota limited liability
company.	
	Notary Public
This document drafted by:	
City of Isanti 110 1 <sup>st</sup> Ave NW	

Isanti, MN 55040



# **Isanti Police Department Monthly Report**

# April 2022

Reported Crime	Month to Date	Year to Date
Theft	9	31
Assault	2	9
Vandalism/Damage to Property	5	8
Narcotics	4	14
Burglary	0	3
Domestics	4	14
Crim Sex	0	3
Robbery	0	0
Loud Party/Disturbance	4	22
Medical	33	149
Permit to Purchase	6	40
Security Check / Extra Patrol	415	1,990

Traffic Offenses	Month to Date	Year to Date
No Insurance	13	53
DUI	1	5
Accidents	8	47
Hit & Run	2	4
Warrant P/U	7	20
Speed	11	30
DAR/DAS	20	83
Administrative Citations (Including Speed)	8	21

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford Explorer 221	104,793	364	2,078
Ford Explorer 224	103,397	397	1,501
Ford F150 225	Unavailable	Unavailable	Unavailable
Chevy Impala 223	103,623	148	908
Dodge Durango 226	45,114	1,670	2,769
Dodge Durango 227	In the Shop	In the Shop	In the Shop
Dodge Durango 228	32,358	1,644	4,716
Chevy Tahoe 229	19,188	1,160	4,622
Dodge Charger 230	7,466	1,863	5,493

CEZT REPORT APRIL 2022													
	2021	Jan	Feb	March	April	May	June	July	Aug	Sept	0ct	Nov	Dec
TOTAL CASES THIS YEAR AT END OF MONTH		3	3	6	19								
NEW CASES THIS MONTH		3	0	9	10								
<b>CARRIED FORWARD</b> FROM PREVIOUS MONTH		3	3	1	2								
NEW CASES + CARRIED FWD		9	3	2	12								
CLOSED THIS MONTH		3	7	5	2								
<b>ACTIVE END OF MONTH</b> (NOT INCL CITATIONS)	3	3	1	7	7								
CAN - Prohibited Animals/87.1													
CCV - Comm Vehicle storage/ <b>227-9/10</b>					1								
CDO - Dogs		2		7									
CPA - Park & Store/ <b>227-8</b>					7								
CSN - Snow Removal/ <b>216-2-Q</b>													
CSP - Admin Permits/Solicitors/Peddlers													
CST - Fish Houses/ PODS/Rolloffs													
H20 - Water Restrictions/ <b>325-17-C</b>													
NEX - Exterior Structure, Paint/Repair													
NGA - Garbage Service & Storage/ <b>216-4-L</b>					1								
NGR - Grass/Weed Length/ <b>216-2-H</b>					1								
Nuisance Junk/Rubbish/216-2-L		1											
NOX - Noxious Weeds													
NUV - Unlicensed Vehicle or Missing Plates/216-2-L				1									
ZAC - Accessory Building /445, SEC 6, SUB 6, C													
ZFE - Fence/ <b>216-4-A-(16)</b>													
Zoning/ 445-Sec 15-Sub Sec 5 C4a													
Other/ <b>216-4-A-(4)</b>				7									
Other/445- Sec 7: Art 2: Sub 4				1									
<b>NEW CRIMINAL CITATIONS</b> ISSUED THIS MONTH													
ACTIVE CRIMINAL CITATIONS END OF MONTH	1	1	1										
COMPLIANCE LETTERS MAILED THIS MONTH		1			5								
ABATED PROPERTIES THIS MONTH													

RESIDENTIAL	Number of permits	f permits	Value of	Value of permits	Surc	Surcharge	Perm	Permit Fees	Sac/W	Sac/Wac Fees
	Month	χĐ	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	10	18	\$0.00	\$0.00	\$10.00	\$11.00	\$800.00	\$1,440.00		
DECK	1	5	\$0.00	\$0.00	\$1.00	\$5.00	\$300.00	\$1,500.00		
LL FINISH	4	80	\$0.00	\$0.00	\$4.00	\$5.00	\$1,200.00	\$2,400.00		
REMODEL / ADDITION	1	S	\$10,000.00	\$85,000.00	\$5.00	\$42.50	\$326.70	\$2,217.70		
GARAGE / SHED	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MISCELLANEOUS	23	78	\$0.00	\$0.00	\$23.00	\$31.00	\$2,240.00	\$8,529.00		
SINGLE DWELLINGS	œ	28	\$1,633,696.27	\$6,560,185.32	\$817.84	\$1,315.82	\$21,329.60	\$84,328.60		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	12	56	\$0.00	\$0.00	\$12.00	\$18.00	\$900.00	\$4,200.00		
PLUMBING	13	46	\$0.00	\$0.00	\$13.00	\$18.00	\$1,022.00	\$3,604.00		
RESIDENTIAL TOTAL	72	244	\$1,643,696.27	\$6,645,185.32	\$885.84	\$1,446.32	\$28,118.30	\$108,219.30		
COMMERCIAL										
NEW BUILDINGS	1	2	\$1,411,477.00	\$1,711,477.00	\$705.74	\$705.74	\$12,619.20	\$12,619.20		
REMODEL / ADDITION	1	2	\$1,500.00	\$1,500.00	\$0.75	\$0.75	\$99.00	\$879.00		
PLUMBING	3	7	\$12,500.00	\$12,500.00	\$10.25	\$28.70	\$379.50	\$987.00		
MECHANICAL	0	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$290.00		
ROOF / SIDING	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MISCELLANEOUS	2	7	\$0.00	\$0.00	\$2.00	\$2,00	\$114.00	\$567.00		
COMMERCIAL TOTAL	7	20	\$1,425,477.00	\$1,725,477.00	\$718.74	\$737.19	\$13,211.70	\$15,342.20		
RESIDENTIAL/COMMERCIAL TOTAL	79	264	\$3,069,173.27	\$8,370,662.32	\$1,604.58	\$2,183.51	\$41,330.00	\$123,561.50	\$73,623.00	\$207,483.00
YEARLY BUILDING PERMIT COMPARISONS	<b>.</b>		THRU	4/30/2021						

2022

April

CITY OF ISANTI MONTHLY REPORT

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	114	12	0	0	\$2,203,220.45	\$42,150.42	\$39,315.00
2016	168	25	0	1	\$7,083,535.74	\$96,696.53	\$159,660.00
2017	193	29	0	1	\$5,566,976.50	\$88,516.65	\$234,766.80
2018	182	25	0	0	\$4,968,962.00	\$84,536.30	\$122,662.00
2019	156	17	0	0	\$4,192,779.60	\$70,037.86	\$99,854.00
2020	226	32	0	0	\$4,100,853.78	\$90,399.51	\$145,527.00
2021	291	23	0	0	\$4,830,515.00	\$93,700.73	\$146,321.00
2022	264	28	0	2	\$8,370,662.32	\$123,561.50	\$207,483.00

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Month	# Permits	Permit Value	
January	41	\$1,368,234.21	
February	26	\$1,465,212.46	
March	55	\$1,397,062.55	\$20,450.60
April	62	\$3,069,173.27	\$41,330.00
May	33	\$1,070,979.83	\$17,313.60
June	0	\$0.00	
July	0	\$0.00	
August	0	\$0.00	
September	0	\$0.00	
October	0	\$0.00	
November	0	\$0.00	
December	0	\$0.00	
Totals	264	\$8,370,662.32	\$123,561,50



Real People. Real Solutions.



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

#### **MEMORANDUM**

**Date**: May 11, 2022

**To**: Honorable Mayor Johnson and Members of the City Council

**From**: Jason W Cook, P.E.

City Engineer

**Subject**: Project Status Report

Project No.: 0R1.126218

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

## 1) 2022 Pavement Management Project

We received bids, and the project was awarded to ASTEC Corp. This project will be completed this summer.

# 2) Brookview South 1-4 Addition Rehabilitation

This project is scheduled to be completed by mid June.

# 3) Heritage Blvd & 8th Avenue Pedestrian Crossing

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

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

The final pavement lift on Eagle Street is scheduled to be completed Monday May 16th.

# 5) Fairway Greens North Development

The contractor will continue to install utilities the remainder of the 1<sup>st</sup> Addition and will then move to completing the 2<sup>nd</sup> Addition this year.

#### 6) Fairway Greens South Development

The owner has requested to extend the deadline to record the plat to this fall.

#### 7) Rum River Villas Development

We have reviewed the submitted plans and provided comments.

#### 8) MS4 Implementation

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

#### 9) Main Street Reconstruction

We will work with the contractor to replace the sod that died.

Please contact me if you have any questions.