

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JULY 6, 2021 – 7:00 P.M.
CITY HALL**

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

F. Proclamations/Commendations/Certificate Award

G. Approve City Council Minutes

- 1. June 15, 2021- Regular Meeting of the City Council
- 2. June 15, 2021- Committee of the Whole Meeting
- 3. May 18, 2021- Planning Commission Meeting
- 4. April 27, 2021- Parks, Recreation and Culture Board Meeting Minutes

H. Announcements

- 1. Committee of the Whole
Tuesday, July 20, 2021 at 5:00 p.m.
- 2. City Council Meeting
Tuesday, July 20, 2021 at 7:00 p.m.
- 3. Budget Work Session
Tuesday, July 20, 2021
(Immediately following the City Council Meeting)
- 4. Planning Commission Meeting
Tuesday, July 20, 2021
(Immediately following the Budget Work Session)

I. Council Committee Reports

J. Public Hearings

K. Business Items

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

City Administrator Josi Wood

- 2. Resolution 2021-XXX Approving a Special Event Permit Application for Rum River BMX MN State Series Finals
- 3. Resolution 2021-XXX Approving a Special Event Permit Application for Ally's Walk for Kleefstra
- 4. Resolution 2021-XXX Approving a Special Event Permit Application for Rum River BMX MN State Qualifier Event
- 5. Resolution 2021-XXX A Resolution Approving the Site Plans for a Manufacturing Building for BP Metals at 825 East Dual Blvd NE
- 6. Ordinance-XXX Amending the City Zoning Ordinance, Section 13, Article 2, Subdivision 210: Wind Energy Conversion Systems
- 7. Ordinance-XXX Amending Chapter 87, Keeping of Certain Animals to Allow Ducks
- 8. Development Agreement Fairway Greens South Discussion

City Engineer Jason Cook

9. Resolution 2021-XXX Approving the Addition of Sidewalks on 3rd Ave NW

L. Approve Consent Agenda

- 1.** Consider Payroll in the Amount of \$114,720.51, Accounts Payable in the Amount of \$649,611.62, and Second Quarter Payroll for Council/ Boards/ Commissions in the Amount of \$9,359.37
- 2.** Resolution 2021-XXX Approving Application for a Local Gambling Permit for Pheasants Forever, INC Legendary Longtails (MN) Chapter #962
- 3.** Resolution 2021-XXX Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for August 15th, 2021
- 4.** Resolution 2021-XXX Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for August 28th and 28th, 2021
- 5.** Resolution 2021-XXX Approving a Mutual Aid Agreement Between the City of Isanti and the City of Princeton for the Sharing of Equipment and Personnel Resources
- 6.** Resolution 2021-XXX Approving a Mutual Aid Agreement Between the City of Isanti and the City of Braham for the Sharing of Equipment and Personnel Resources
- 7.** Resolution 2021-XXX Policy for Donation of Surplus Property
- 8.** Resolution 2021-XXX Authorizing a Reduction in the Letter of Credit for Circle B Ranch
- 9.** Resolution 2021-XXX Accepting Quote for New Liquor Store Point of Sale Software
- 10.** Resolution 2021-XXX Authorizing Request for Proposals for Auditing Services
- 11.** Resolution 2021-XXX Approving the Re-Hire of Part-Time Public Works Seasonal Gene West
- 12.** Resolution 2021-XXX Accepting Quote for New Liquor Store Security System

M. Other Communications

- 1.** Draft Minutes for the June 22, 2021 Parks, Recreation and Culture Board Meeting

N. CLOSED SESSION

- 1.** Closed Session for Discussions of Appraisals of Real Property PID 16.090.0102 and PID 16.029.2100 10 6th Ave SE Isanti, MN Pursuant to Minnesota Statutes Section 13D.05 Subd3(c)
- 2.** Closed Session for Discussions to Purchase Real Property PID 16.090.0102 901 E Dual Blvd NE Isanti, MN Pursuant to Minnesota Statutes Section 13D.05 Subd3(c)
- 3.** Closed Session for Discussions to Sell a Portion of Real Property PID 16.029.2100 10 6th Ave SE Isanti, MN Pursuant to Minnesota Statutes Section 13D.05 Subd3(c)

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JUNE 15, 2021 – 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 Sheila Sellman and Chief of Police Travis Muires

Others Present: Zachary Gahm

D. Public Comment

None

E. Adopt Agenda

ADDENDUM

ADD K.3. Resolution 2021-133 Approving a Special Event Permit Application for Splish Splash Summer Bash

ADD K.4. Resolution 2021-134 Approving a Special Event Permit Application for a Fireworks Display

Renumbering K.5.-K.6.

K.5. Resolution 2021-135 Awarding the Bid for the 2021 Pavement Management Project

K.6. Resolution 2021-136 Awarding the Bid for the Main Street Reconstruction Project

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

F. Proclamations/Commendations/Certificate Awards

None

G. Approve City Council Minutes

1. June 1, 2021- Regular Meeting of the City Council
2. May 4, 2021- Economic Development Authority Minutes
3. May 18, 2021- Economic Development Authority Special Meeting Minutes

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

H. Announcements

- | | |
|--|---|
| 1. Park, Recreation, & Culture Board Meeting | Tuesday, June 22, 2021 at 6:00 p.m. |
| 2. CITY OFFICES CLOSED | Monday, July 5, 2021 |
| | <i>(In Observance of Independence Day)</i> |
| 3. City Council Meeting | Tuesday, July 6, 2021 at 7:00 p.m. |
| 4. Economic Development Authority Meeting | Tuesday, July 6, 2021 |
| | <i>(Following the City Council Meeting)</i> |

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

- 1. Resolution 2021-131** Interview Applicant for Vacant Parks, Recreation and Culture Board Seat
Applicant Zachary Gahm was interviewed by Mayor Johnson for one of the vacant Parks, Recreation and Culture Board seats. Johnson asked questions specific to Parks, Recreation and Culture.

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

City Administrator Josi Wood

- 2. Resolution 2021-132** Accepting New Liquor Store Signage

City Administrator Josi Wood shared quotes were solicited from two different vendors for signage at the new liquor store. The recommendation from Committee of the Whole was to have an illuminated large sign above the entrance and non-lit signs on the sides of the facility that are illuminated with sconces above. The cost per sconce is \$546.00 plus installation with three needed per side. Staff is recommending to go with Scenic Sign as they were slightly lower than the other vendor by approximately \$500.00. Staff is also recommending to work with the beer vendors for the "Beer", "Wine", "Spirits" signs.

A motion was made by Lundeen, seconded by Gordon for the design of the front sign to be back lit, white letters with blue and tree logo and side signs to include blue non-lit letters lit by sconces. Motion passed 5-0. Motion carried.

- 3. Resolution 2021-133** Approving a Special Event Permit Application for Splish Splash Summer Bash
City Administrator Josi Wood shared that this is a special event permit request for the Splish Splash Summer Bash on July 9th. This event started last year and the Parks Coordinator is looking to grow it this year. The estimated number of people to be in attendance is 250 people.

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

- 4. Resolution 2021-134** Approving a Special Event Permit Application for a Fireworks Display
City Administrator Josi Wood shared that this is a special event request for the 2nd annual fireworks event in Bluebird Park on Thursday, July 8, 2021. The fireworks will begin at approximately 10:00 p.m. with a 15-minute display. The estimated number of people is 1,500 people. The different from this year and last year is that there will be food trucks in attendance.

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

City Engineer Jason Cook

- 5. Resolution 2021-135** Awarding the Bid for the 2021 Pavement Management Project
City Engineer Jason Cook shared bids were received on June 3rd for the 2021 Pavement Management Project. This project includes the Bluebird Park parking lot, street and trails, 3rd Ave, Isanti Parkway, Mainstreet East of the train tracks, Dahlin Ave and Credit Union Drive. Two bids were received from

ASTECH, Corp and Allied Blacktop Co. ASTECH, Corp is the responsible low bidder in the amount of \$289,825.17 and is within the anticipated budget.

A motion was made by Collison, seconded by Bergley to award the bid to ASTECH, Corp. Motion passed 5-0. Motion carried.

6. Resolution 2021-136 Awarding the Bid for the Main Street Reconstruction Project

City Engineer Jason Cook shared that six bids were received on June 3rd for the Main Street Reconstruction Project. This project included one base bid for the Main Street reconstruction work and two alternate bids, one for the Heritage Walk Improvements and another for the Eagle Park Improvements. North Valley, Inc is the low responsible bidder for all combinations of bids with the exception of one scenario. If only Eagle Park is awarded with the Main Street Reconstruction, then Douglas-Kerr Underground would be the low bidder. Recommendation from the City Engineer is to award the base bid with both alternates to North Valley, Inc in the amount of \$567,568.53.

A motion was made by Lundeen, seconded by Collison to award base bid with both alternates to North Valley, Inc. Motion passed 5-0. Motion carried.

L. Approve Consent Agenda

1. Consider Payroll in the Amount of \$127,417.39 Accounts Payable in the Amount of \$717,381.94
2. **Resolution 2021-137** Approving Application for a Local Gambling Permit for St. Elizabeth Ann Seton Church
3. **Resolution 2021-138** Accepting Quote for Fire Extinguisher and Fire Protection Services and Authorizing to Enter into a Contract for Fire Extinguisher and Fire Protection Services
4. **Resolution 2021-139** Accepting Quote for Outsourcing the Mowing of Nuisance Weed/ Grass Abatement Lots
5. **Resolution 2021-140** Approving the Extension of Recording of the Final Plat for Fairway Greens North Phase I
6. **Resolution 2021-141** Approving the Offer for Kevin Morelli the Position of Liquor Store Manager
7. **Resolution 2021-142** Approving New Position: Part-Time Police Secretary
8. **Resolution 2021-143** Approving a Mutual Aid Agreement Between the City of Isanti and the City of North Branch for the Sharing of Equipment and Personnel Resources

A motion was made by Gordon, seconded by Lundeen to approve the consent agenda. Motion passed 5-0. Motion carried.

M. Other Communications

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

Adjournment

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

Meeting adjourned at 7:23 p.m.
Respectfully Submitted,



Jaden Strand
City Clerk

**MINUTES
CITY OF ISANTI
CITY COUNCIL COMMITTEE OF THE WHOLE MEETING
TUESDAY, JUNE 15, 2021 – 5:00 P.M.
CITY HALL**

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

The Pledge of Allegiance was recited.

Member Present: Mayor Jeff Johnson, Councilors: Jimmy Gordon, Paul Bergley (Via Zoom), Steve Lundeen and Dan Collison

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Public Services Director Matt Sylvester, Finance Director Mike Betker, Chief of Police Travis Muyres, City Engineer Jason Cook and Community Development Director Sheila Sellman

D. Public Comment

None

E. Committee Meeting Items

1. Public Works Updates

- Staff began fogging for mosquitos last week.
- Staff has been busy spraying for weeds in bike paths and parking lots.
- Hot patching has been completed for now.
- Street painting has begun. This year Public Works will be painting the Parade Route and high traffic areas.
- An early spring has left Public Works with 400 tons of leftover salt that will be able to be used next year.
- Staff received some odor complaints that were coming from the Wastewater Treatment Plant. Although it is normal to have odors in the spring as the ponds turn over these lingered longer than normal. The odors were coming from pond 1. It is likely a shock was received from somewhere in the system that pond 1 could not keep up with. Staff responded by taking the pond out of service. Valve adjustments were done to give the pond more oxygen to help it recover. A pump was also out of service for about two weeks and is now back to normal operation.
- New pumps were installed at the 8th Ave lift station.
- There have been record setting pumping levels at the Water Treatment Plant with the warm weather.
- 1.558 million gallons were pumped in a single day last week which is an all-time high.
- For the month of June, it is averaging 1.28 million gallons per day. Last year in June it was averaged 1.07 million gallons per day.
- The Well II Rehab work was completed on schedule and in time for Water Main Flushing.
- The Farmers Market opened on May 28.
- New Bleachers have been installed at Unity Park.
- Curious Creatures was held at Bluebird Park that day.

2. American Rescue Funds Discussion

- The City of Isanti is planned to receive approximately \$700,000.00 in American Rescue Funds from the Federal Government.

- The funds have treasury guidance but slightly different than the Cares Act Funding.
- The American Rescue Funds will be able to be more widely divided for other City focuses which include impacts to the economic portions of the pandemic but also infrastructure needs.
- The funds do not need to be spent until 2024.
- Recommendation from Committee is to use funds for infrastructure needs and consider other uses at the next Committee meeting.

3. Small Small Business Request (*Steve Fredlund*)

- Steve Fredlund from Small Small Business shared that the difference between the Cares Act Funding and the American Rescue Funds is that there are some opportunities to help some of the small businesses beyond the economic relief such as technical assistance and business coaching and asked for consideration of that.
- Recommendation from Committee is to add American Rescue Funds Discussion to the July 20th Committee of the Whole meeting for further discussion.

4. Park Archery Range (*Councilmember Gordon*)

- Councilmember Gordon suggested a possible archery range in River Bluff Park.
- Parks, Recreation and Events Coordinator Alyssa Olson suggested fencing and mesh for backstop so arrows are not going through.
- City Code would need to be amended as it does restrict bows, arrows and slingshots in the park.
- City Administrator Josi Wood suggested the Compost Site as a possible location for the archery range.
- Recommendation from Committee is to look into possibly having the range at the Compost Site and bring back to Committee of the Whole for further discussion.

5. Editorial and Legal Analysis Review and Modifications to Ordinances

- Staff has continued to review City Code for the following:
 - Correct and updated MN statute references
 - Consistencies of terminology within the Chapters and among the Chapters
 - Legal analysis for compliance
 - Inserting policies by Resolution that should be within Ordinance
- As a part of the City Code project update that was initiated in 2020, General Code went through all the codified Chapters for an Editorial and Legal analysis. The purpose of the Editorial and Legal Analysis is to give City officials an overview of the codification project and to give an in-depth chapter-by-chapter review of the City's Code. It is a guide to help facilitate areas of question and give an opportunity to have the City make revisions to legislation, if desired.
- Recommendation from Committee is to move forward and publish Editorial and Legal Analysis overview document and bring to City Council for consideration.

6. Speed Limit Sign and Crosswalk on 3rd Avenue Discussion (*Mayor Johnson*)

- Mayor Johnson has received concerns of the speed by the Soccer Complex.
- Residents have requested a sign stating beginning speed and ending speed sign in the area.
- Recommendation from Committee is to move forward with beginning and end signs to be put up in the area.

7. Ducks Discussion

- There has been interest by residents in the city to keep certain animals, specifically ducks. The request would be to allow these domestic fowl in residential areas.
- Surrounding cities do not allow domestic fowl to be kept in residential areas.
- Some cities allow ducks to be kept only in areas that are zoned agricultural land would be the R-1A Residential Rural District. This zoning district has a minimum lot size of 1 acre.
- Recommendation from Committee is to move forward with allowing 2 ducks for less than 3 acres and 4 ducks for more than 3 acres with clipped wings and bring to City Council for consideration.

8. Sewer Extension on Heritage Blvd

- City Engineer Jason Cook received an email from a resident with concerns.
- The sewer extension on Heritage Blvd was removed from the project because the cost per property was too high and the assessments for residents would be considerable.
-
- All the homes along this run could elect to drill across under the County Road to the nearest sewer and make a connection. The estimated amount to do so is less than what the residents would be assessed.
- Committee had no further recommendation.

9. Fairway Greens First Right of Refusal Discussion

- The County does not want to allow for another access for the development from County Road 5.
- Recommendation from Committee is to not have attorney draft agreement in regards to the City having a first right of refusal for the lots.

F. Adjournment

Meeting was adjourned at 6:28 p.m.

Respectfully Submitted.



Jaden Strand
City Clerk

CITY OF ISANTI**PLANNING COMMISSION MEETING****TUESDAY, May 18, 2021**

Immediately following the 7:00 P.M City Council Meeting;

1. Meeting Opening

- A. Call to Order: Chair Johnson called the meeting to order at 7:12 p.m.
- B. Pledge of Allegiance
- C. Roll Call: Members present: Jeff Johnson, Steve Lundeen, Jimmy Gordan, Paul Bergley, Alexander Collins, Arissya Simon.
Members Absent: Dan Collison
Staff present: Community Development Director Sheila Sellman, Community Development Specialist Ryan Saltis, City Administrator Josi Wood
- D. Agenda Modifications: None

2. Meeting Minutes

- A. Approval of Minutes from the March 16, 2021 Planning Commission Meeting motion by Bergley, second by Collins motion passes 6-0.

3. Public Hearing

- A. Request by Anthony Hanson for approval for a Preliminary and Final Plat under City Ordinance 536, said request is for a development labeled Fairway Greens South located at PID 16.142.0020. Sellman presented the preliminary and final plans for a proposed single family residential housing development called Fairway Greens South. Representatives of the proposed development were present at the meeting and available for questions, Anthony Hanson the land owner and the engineer of the development from LHB Inc. There was a letter that was submitted to City Staff, in which Mayor Johnson read at the meeting that expressed concerns for the development only having one access and the increased amount of traffic that these new houses would bring to the neighborhood. Traffic and safety concerns were also presented by other members of the neighborhood at the public hearing and fire truck access was discussed. The applicant, Anthony Hanson explained that this development extending into a cul-de-sac was already part of the master plans for the Fairway Greens development, and he is simply carrying out these plans for what was already approved. The Planning Commission asked if it was possible to add another street from County Road 5 that would connect to Wendover St NE to possibly mitigate traffic and give an additional access to these houses. Hanson expressed that a lot or two would have to be taken out of the plans to create this road and the development is under a tight budget as it stands. Hanson explained that he would be open to possibly creating a temporary road until the current through road gets completed in the future and then develop these lots. Motion for approval of the preliminary and final plat for Fairway Greens South by Gordon, 2nd by Lundeen,

motion tied 3-3. Members of the audience requested for a reopening of the public hearing due to added responses by the applicant after public hearing was closed. Motion to reopen the public hearing by Gordon, 2nd by Bergley, motion passes 6-0. Two more members of the audience spoke at the public hearing, regarding traffic concerns and future street issues. They asked the Planning Commission to look at the development as a whole in regards to potential numbers of vehicles traveling on the one road. Planning Commission members agreed that they need to consider finding a balance between people's safety, and profit for developers and the community. The motion for a 3-3 tie vote stood with Gordon, Lundeen and Simon voting yay and Johnson, Collison and Bergley voting nay. This motion will be brought to the following City Council Meeting on June 1st, 2021.

- B. Request by Isanti Self-Storage for approval of Site Plans under City Ordinance 445 Section 18 and Conditional Use Permit under City Ordinance 445, Section 21, Article 2, said request is for self-storage facilities located at 515 1st Ave NW.** Saltis presented the Site Plans and Conditional Use Permit for Isanti Self-Storage. The applicants representing Isanti Self-Storage were present at the meeting and available for questions from the Planning Commission members. Larry Kuechle, the property owner to the south of Isanti Self-Storage, explained that he is worried about his property values decreasing, the quality of the units that were built, and that the storage units do not meet setbacks. The applicant, Jon Taxdahl of Isanti Self-Storage explained that they were unaware that they would need building permits for the additional units added around the perimeter of the site and that they were attempting to meet the storage demand for residents in the city. The Planning Commission asked if the drive aisle widths in between storage units would suffice for a fire truck turn around. The applicant explained that it would be able to access the units with a hose but that the drive aisle widths are tight. Luke Merrill also spoke at the public hearing and explained that the self-storage facility is an asset to the community and seems like the structures are built well even if they are temporary. Another representative of Isanti Self-Storage spoke at the public hearing and explained that these units were built with quality materials, and the community is appreciative that the additional units are available. Mayor Johnson closed the public hearing and reiterated that there are not definitive measurements of where the units are located, and could possibly be encroaching on neighboring properties. City Staff told the Planning Commission that they recommend denial for the additional units but would be open to approving a Conditional Use Permit for Self-Storage on site. Variances would be needed at a later time for the location of the units encroaching into the setbacks of the I-1 Zoning District, and for exceeding the 75% impervious surface maximum in the district. Motion to deny the site plans by Lundeen, 2nd by Johnson. This motion was denied with a 2-4 vote. Motion to accept the property as self-storage by Lundeen, 2nd by Bergley, motion carried 6-0. Motion to approve the site plans with a condition to provide a site survey for units on the west side of the property and stay at least 2 ft off the west property line and remove the units on the south side of the property by Gordon, 2nd by Bergley, motion passes 4-2.

- 5. **Other Business:** None
- 6. **Discussion Item:** None
- 7. **Adjournment:** Motion by Bergley, 2nd by Lundeen to adjourn, motion passed 6-0
meeting adjourned at 8:57 p.m.

Respectfully submitted by Ryan Saltis, Community Development Specialist

CITY OF ISANTI**PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES****April 27, 2021****Call to Order:** Aaron Zdon called the meeting to order at 6:02 p.m.**Roll Call:** Members Present: James Witte, Aaron Zdon and Council Member Jimmy Gordon, Staff Present: Alyssa Olson, Parks, Recreation & Events Coordinator and Matt Sylvester, Public Services Director**Agenda/Modifications:** Zdon asked that February Minutes be added to the agenda. Sylvester added it to the Agenda with motion by Witte; second by Gordon.**2. Meeting Minutes:** Motion by Witte; second by Gordon to approve meeting Minutes from March 23, 2021. Motion passed 3-0.

3. Park Visit Summary: Zdon gave update on Legacy Park with notes of minor knife marks, but overall everything is nicely maintained. Recommended adding a dog waste station, to replace trail maps and set a note for future discussion on allowing bikes on the path. Whisper Ridge is in bad shape with large cracks in court surface. Recommended filling cracks and restriping, and discussing possibility for turning the court into a pickle ball court per resident requests and previous discussions. Mentioned it does get a lot of use, just needs to be better maintained. Zdon also noted that previous discussions suggested the future park at South Passage be turned into pickle ball courts. Olson to look at previous minutes on pickle ball discussion to assess viability. Academy Park in great condition with no visible safety issue. Recommended moving the portable so it is ADA accessible and connected to the trail instead of at the curb; then looking into connecting the trail to the cul de sac. Witte gave update on Rum River Meadows with notes of light graffiti and mulch throw; a lot of trash was onsite – Sylvester noted that Public Works had slowed down pick up to prepare for Earth Day Clean-Up but the crew would be picking back up on that maintenance this week. River Bluff Preserve had debris on trail – Sylvester noted that was likely due to the river water levels and would send crew through once the water level is down. Witte recommended expanding rock layer around Community Garden instead of stopping partially through. Isanti Hills Neighborhood Park was in okay condition as a park with presumed minimal use with some knife marks and wearing equipment. Mattson Park had light graffiti and limited trash as Earth Day Clean-up crew had cleaned the park that week. Gordon gave update on VFW park and noted it was in good shape, but the gate is chained up and looks like the park is closed although it isn't. Sylvester mentioned the gate could be opened consistently to minimize that perception. Gordon noted the bleachers at Unity Park need replacing – Olson noted new bleachers were recently purchased and will be replaced in the coming weeks. Witte noted the field contains a few bumps that could be dangerous for players. Bluebird Park is in great shape, but there remains to be a garbage issue at the skate park. Sylvester noted it's a consistent problem with the park users not using the receptacles and the Public Works crew knows to check that area frequently during their clean up. Noted the grass is starting to grow on the sledding hill and will hopefully cover in the next few weeks as it gets summer. Discussion was had on the hopscotch stencil with no confirmation if we own one or borrowed from Academy Park; Olson and Sylvester will look into to confirm. Riverside Park is well maintained, but the equipment appears to be dirty consistently. Zdon mentioned it may be because of the tree cover and may just need pressure washing. Mulch needs replacing under swings, but is otherwise well maintained.

Olson requested the Board's opinions on turning underused parks into green space or transitional park spaces. Witte noted the volleyball court doesn't appear to be used and could be moved to replace with more active recreation. Gordon would like to see us move towards replacing some parks with green space, but there's no rush to do so as long as they are being used and maintenance of equipment is not a burden. Zdon noted it doesn't make sense to spend resources to tear a park out while money is being spent to upkeep the area. Olson asked if there are any thoughts about transitioning elements of those parks as equipment needs replacing, but not all at the same time. Zdon mentioned liking the natural parks like Winona where dirt is used with slides and log structures built into the space, but noted they are likely expensive. Olson pondered if adding more recreation for adults would be useful, i.e. adding fitness structures or equipment that could be used by older residents. Witte noted it would be helpful to poll the community through a survey on how much they use the park and what they would like to see there. Olson will look into surveying options and put together a draft for the May Board meeting.

4. Department Updates

Olson shared updates from March events: Movie Night had 6 people attend and noted that the program should be reviewed as Fall programs are considered; April Curious Creatures had 10 kids attend that all seemed to enjoy the program and wish to return; Earth Day Clean-up had lighter support than previous years, but Olson noted is likely due to COVID impacting businesses that would have supported previously. Community Garden is full and will open on May 6; Farmers' Market vendors are filling space as well with each week having approx.. 12 vendors and more applying each day; Kids Day planning is ongoing and fireworks have been booked for Thursday night. Olson is working with North 65 Chamber to ensure proper cross-promotion and support of the event. Olson shared the approval to move forward with the Performance Center in Bluebird Park, pending Council final approval at end of May. Zdon requested to see the blueprint for the Performance Center and site plan, which will Olson will provide at the May meeting. Olson prompted the Board to send any ideas for events, parks, programs, etc. her way to research as needed for future potential.

Adjournment: Motion by Witte, second by Gordon to adjourn the April 27, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 3-0, meeting adjourned at 6:43 p.m.

Respectfully Submitted

Alyssa Olson

Parks, Recreation & Events Coordinator



Request for City Council Action- MEMO

To: Mayor Johnson and Members of City Council
From: Jaden Strand, City Clerk
Date: July 6, 2021
Subject: Resolution 2021-XXX Amending Resolution 2021-131 Designating Committees and Representative City Commissions and Advisory Boards for Year 2021

Background:

Currently, there is one seat vacancy on the Parks, Recreation and Culture Board. The City is required to make certain official appointments to City Boards. Advertisements were placed to seek interested candidates for the vacant seats. One application and Interest Disclosure form was received from Dan HinnenKamp. The applicant lives within the City limits.

Request:

- Staff is requesting City Council action on this item.

Attachment:

- Resolution 2021-XXX Amending Resolution 2021-131 Designating Committees and Representative City Commissions and Advisory Boards for Year 2021



City of Isanti Board Member Application

For consideration, please fill out the below information along with the attached conflict of interest statement signed and dated by you. Please submit all the information to:

Human Resources/City Clerk Katie Brooks. PO Box 428, Isanti, MN 55040 or
kbrooks@cityofisanti.us, 763-444-5512

Name: Dan Hinnenkamp

E-mail: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Board Seat for which you are applying for:

Parks, Recreation, and Culture Board

Economic Development Authority

Planning Commission

For Consideration on the Board you must circle at least one:

City of Isanti Resident

Non-Resident of Isanti

State:

Education and/or Knowledge that will be useful to the Board:

Produced my own Street Dance in Duluth for eight years.
It was part of my festival that I founded in 2011.

Also was president of my community club. 2012-2016

Why you are interested on being on the Board?

- *It's important to me to be of service to my community
- *I like knowing I am working to improve the place I live
- *I love working with people to get something done.

What is your vision of Isanti?

To continue being a great place to live, visit and do business.

Any other pertinent information that might be taken into consideration. You may attach additional pages.

I grew up in a City owned Ice Arena. My first job was keeping score @ youth hockey games. My father always showed us to be of service to your community. At 22 years old, I founded "FarWestfest", it was a community celebration in the neighborhood I was raised in. Crafters, Food, Music, Carnival, Street Dance and more. That event ran until 2018. In 2012, I was elected president of my community club. We did fundraisers, picnics, breakfasts etc. To raise funds for local causes. We oversaw the maintenance of the community Christmas Tree as well as Street Post Flags. My wife and I own a production company that promotes and produces stand up comedy shows. We moved to Isanti in November 2020. We love it here.

RESOLUTION 2021-XXX
Amending Resolution 2021-131

**DESIGNATING COMMITTEES AND REPRESENTATIVE CITY COMMISSIONS AND
ADVISORY BOARDS FOR YEAR 2021**

WHEREAS, the City is required to make certain official appointments at the beginning of each year and throughout the year as needed; and,

WHEREAS, the City Council must appoint City Council members to represent the City on various City and County-wide organizations on an annual basis;

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2021:

Committee of the Whole	Mayor and Council
Economic Development Authority	Mayor and Council
Parks, Recreation & Culture Board	Gordon
Planning Commission	Mayor and Council
Rum River BMX Association Board	Collison
Community Education	Mayor
Cable TV Liaison	Lundeen
Civil Defense Director	Mayor
Fire District	Lundeen, Alternate Mayor
ICICLE	Bergley, Alternate Mayor
School Liaison	Mayor, Lundeen
Chamber of Commerce Liaison	Bergley
Bike Isanti County Committee	Mayor
C-I Bike/Walk Trail	Gordon
Public Works Labor Management Committee	Mayor- Guest Representative
Weed Inspector	Mayor

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor:
Councilor Steve Lundeen.
3. That the City Council designates the following individuals to the Park, Recreation and Culture Board for 2021:

Zachary Gahm	<i>(Appointed 6-15-2021; term expiration 12-31-2023)</i>
Aaron Zdon	<i>(term expiration 12-31-2022)</i>
James Witte	<i>(Appointed 7-5-2016; term expiration 12-31-2021)</i>
Open Seat	<i>(term expiration 12-31-2022)</i>
James Gordon	Council Representative <i>(term expiration 12-31-2021)</i>
Open Seat	Student Representative <i>(term expiration 12-31-2021)</i>

4. That the City Council designates the following individuals to the Planning Commission for year 2021:

Mayor and City Council:

Jeffrey Johnson (Appointed 1-5-2021; term expiration 12-31-2021)
Dan Collison (Appointed 1-5-2021; term expiration 12-31-2021)
James Gordon (Appointed 1-5-2021; term expiration 12-31-2021)
Paul Bergley (Appointed 1-5-2021; term expiration 12-31-2021)
Steve Lundeen (Appointed 1-5-2021; term expiration 12-31-2021)

Appointed Members:

Alexander Collins (Appointed 5-7-2019; term expiration 12-31-2021)
Arissya Simon (Appointed 1-7-2020; term expiration 12-31-2022)

5. That the City Council Economic Development Authority Board membership terms are as follows for year 2021:

Mayor and City Council:

Jeffrey Johnson (Appointed 1-5-2021; term expiration 12-31-2021)
Dan Collison (Appointed 1-5-2021; term expiration 12-31-2021)
James Gordon (Appointed 1-5-2021; term expiration 12-31-2021)
Paul Bergley (Appointed 1-5-2021; term expiration 12-31-2021)
Steve Lundeen (Appointed 1-5-2021; term expiration 12-31-2021)

Appointed Members:

Justin Nielsen (Appointed 2-18-2020; term expiration 12-31-2024)
Luke Merrill (Appointed 1-5-2021; term expiration 12-31-2026)

This Resolution is hereby approved by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson - Parks, Recreation & Events Coordinator
Date: July 6, 2021
Subject: Resolution 2021-XXX Approving a Special Event Permit Application for Rum River BMX for MN State Series Finals

Background

The City has received an application for the upcoming special event planned for the Rum River BMX Association. The MN State Series Finals weekend is scheduled for August 27th -29th, 2021.

- Hours of the event are Friday from 4:00 p.m. to 9:00 p.m., Saturday from 1:00 p.m. to 6:00 p.m. and Sunday from 9:00 a.m. to 5:00 p.m.
- Estimates the number of individuals in attendance is 1,000-1,200 per day.
- Team canopies may be put up on the grass outside the arena (to the east and south).
- The Association is planning for spectator parking to take place at the Indoor Arena and within the Bluebird Park lots as overflow parking, along with the soccer field parking lot.
- Daily event and camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement.
- Portable restroom facilities will be provided by Absolute Portable Restrooms for the event and the organization is responsible for clean-up of the outside areas.
- The standard public addressing system would be used throughout the event.
- Association is not requesting that any roads be closed.

Attachments

- Resolution 2021-XXX
- Special Event Permit Application

RESOLUTION 2021-XXX

**APPROVING A SPECIAL EVENT APPLICATION FOR RUM RIVER BMX
MN STATE SERIES FINALS**

WHEREAS, the Rum River BMX Association submitted a Special Event Permit application requesting approval to host the MN State Series Finals; and,

WHEREAS, the event is scheduled to take place on Friday, August 27th from 4:00 p.m. to 9:00 p.m., Saturday, August 28th from 1:00 p.m. to 6:00 p.m. and Sunday, August 29th from 9:00 a.m. to 5:00 p.m. at the Isanti Indoor Arena located at 101 Isanti Parkway NW; and,

WHEREAS, the south and east sides of the Isanti Indoor Arena will be reserved for team canopies and event activities; and,

WHEREAS, the estimated number of people to be in attendance is 1,000-1,200 per day; and,

WHEREAS, daily event and camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement; and,

WHEREAS, overflow parking will occur in the paved lots at Bluebird Park, and the soccer field parking lot, and there will be no fees for this use; and,

WHEREAS, the applicant is required to provide additional portable restroom facilities for the event, in which the applicant will be contacting its current supplier to do so prior to the event;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the Special Event Permit request for the BMX MN State Series Finals event,

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 was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
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 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

Required with all applications

- ☒ 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

Check all that apply:

- ☐ Signs will be posted for event:
 - ☐ [Temporary Sign Permit Application](#) required
 - ☐ \$50 fee
- ☐ Alcohol will be served and/or sold at event:
 - ☐ [Licenses](#) (may take up to 60 days to process)
 - ☐ Fees apply, amounts vary by license type.
- ☐ Vendors will be present:
 - ☐ [Peddler's Permit](#) (background check required) submitted by event organizer only
 - ☐ \$25 fee for one-day applications
 - ☐ [Vendor List](#)
- ☒ Event will occur on City Property:
 - ☒ [Release and Indemnification Agreement](#)

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: 6-22-2021

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Larry Merchlewitz

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

Phone: [REDACTED] Fax: [REDACTED] Cell: [REDACTED]

E-mail: Larry@rumriverbmx.com

Secondary Contact Person: Sean Wilson

Address: 101 Isanti Parkway NW

City: Isanti State: MN Zip: 55040

Phone: 763 444 5429 Cell: [REDACTED] E-mail: Sean@rumriverbmx.com

EVENT INFORMATION

Event Name: Minnesota State Series Finals

Date(s) of Event: August 27th, 28th & 29th

Hours of Event: Friday 4pm-9pm Saturday 1pm-6pm and Sunday 9am - 5pm

Type of Event: ☒ Open to the Public ☐ Private ☐ Other: _____

Describe Event (List all activities. Provide flyer or other marketing materials as available.):

BMX racing - Finals race for the Minnesota State BMX Championship.

Proposed Location of the Event (be specific, site map also required):

Isanti Indoor Arena - Grass area to the east may be used for team canopies. Overnight camping Thursday thru Sunday in the grass field to the south of the Isanti Indoor Arena. Fees for overnight camping shall be structured per parking/camping agreement with the city of Isanti.

Estimated Number of People in Attendance (includes staff, participants, and spectators):

1,000-1,200

Parking Impact – Describe in detail:

Parking shall be contained to the paved surfaces. No parking on grass on the east side of the Isanti Indoor Arena. Overflow may be at Bluebird Park, Skateboard Park parking lots and Soccer field parking lots. Grass area to the south will be for paid autos & RVs per agreement with the City of Isanti.

Tents, equipment, amusement rides, etc.

Type: BMX teams will bring their own canopies.

Size: 10' X 10' up to 20' X 20'

Location: South and east sides of Isanti Indoor Arena

Are Fire Prevention or EMS needed? Please specify and if being provided, please identify the name or entity providing these services:

Off duty first responders will be on hand. Allina Heath Services Ambulance may be on site, unless they need to respond to another call.

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 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.

Absolute Portable Restrooms, Cambridge MN. will supply four portable bathrooms. We will also have the existing restrooms in Isanti Indoor Arena.

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).

No alcohol will be served during this event. Security is not required.

Clean-up Plans – Describe in detail:

Rum River BMX volunteers will be cleaning up on the property. We will have a roll away dumpster to handle the garbage.

Live entertainment – Describe in detail:
No live entertainment on site.

Will any other public addressing system or sound amplification be used? If so, describe:
Only sound audio system that will be used is the current system indoors.

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?

Race fees are collected for riders on the track only to cover the cost of the event. All overnight campers and daily parking shall pay the required camping fees per City and Rum River BMX Association agreement.

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: Approved via email (attached)

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: Approved via email (attached)

Public Services Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Community Events & Parks Coordinator

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Community Development Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Administrator

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Council

☐ Approved ☐ Denied

Date of Review: _____



**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.**

In consideration for being permitted to engage in the following special event activities on property
owned by the City of Isanti:

Bmx pedal bike Minnesota State Series Finals Located at the Isanti Indoor Arena on
August 27th, 28th & 29th, 2021.

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. 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:
BMX pedal bike racing.
-
-
-

(Special Events Holder Initials Here) PM

- B. 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) PM

- 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)



- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Event Holder Initials Here) jm

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective 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 upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Event Holder Initials Here) jm

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Rum River BMX Association

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Larry Merchlewitz

Title Community Outreach Director

Signature Larry Merchlewitz

Date 6-22-2021



**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: Minnesota BMX State Finals

Date(s) of Event: August 27th, 28th & 29th

Contact Person: Larry Merchlewitz (763) 444-5512 or Larry@rumriverbmx.com

Equipment Drop Off/Pick Up Location: Isanti Indoor Arena 101 Isanti Parkway NW

Equipment Drop Off Date/Time: August 26th.

Please list the number of each item requested. Isanti Public Works will determine the availability of equipment for each event, and reserves the right to deny requests. *All equipment must be returned no later than 24 hours after the end of the event. The replacement of any broken or missing equipment will be billed to the event organizers.*

Construction Cones: 0

Picnic Tables: 0

Barricades: 5

Stage: 0

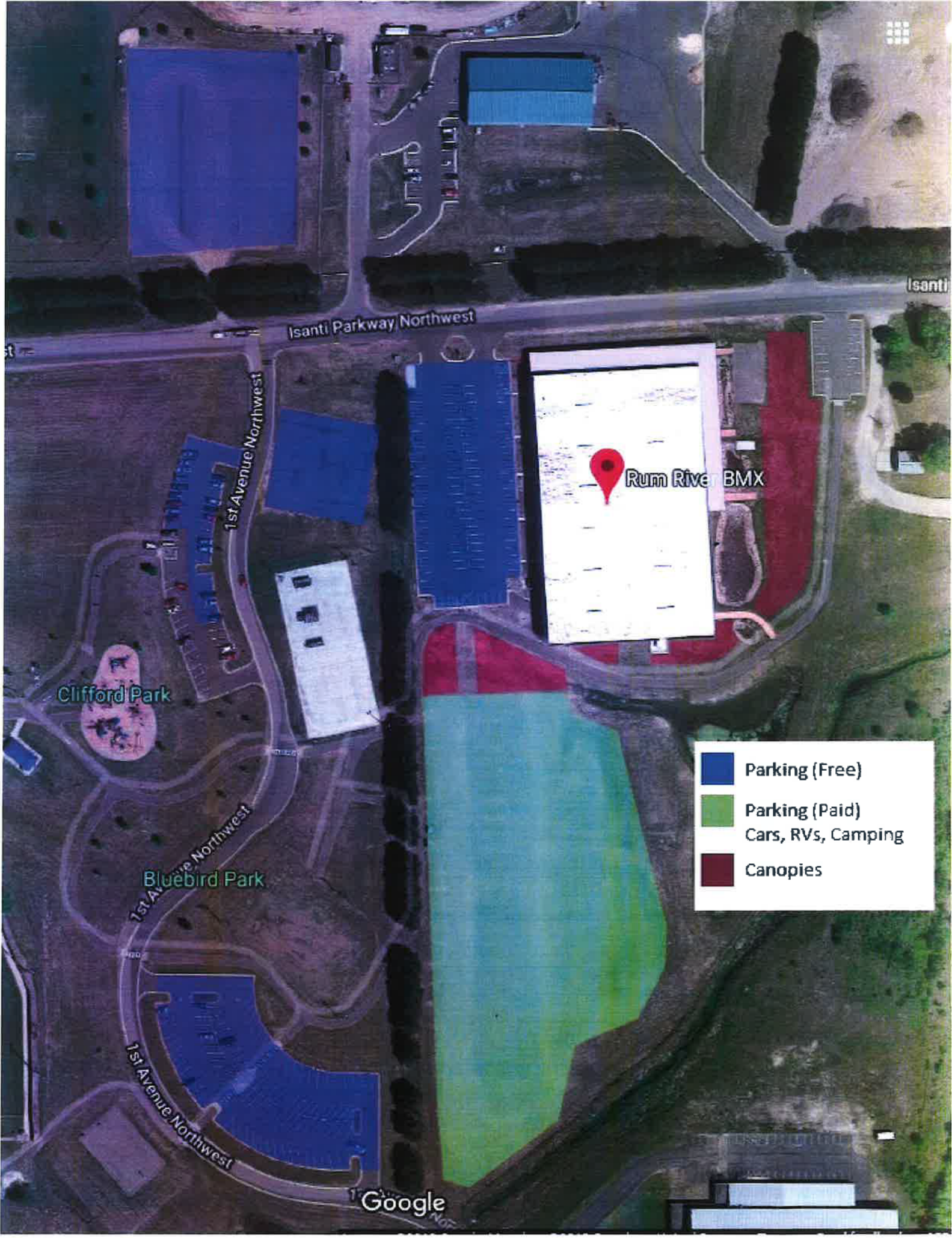
Road Closed Signs: 0

No Parking Signs: 30 small sign

Office Use Only

Date Delivered: _____ By: _____

Date Checked In: _____ By: _____



Isanti

Isanti Parkway Northwest

1st Avenue Northwest

Rum River BMX

Clifford Park

Bluebird Park

1st Avenue Northwest

1st Avenue Northwest

Google

	Parking (Free)
	Parking (Paid) Cars, RVs, Camping
	Canopies

Isanti Parks

From: Travis Muyres
Sent: Monday, June 28, 2021 3:45 PM
To: Isanti Parks
Subject: Re: SEP - MN State Series Finals 8/27

approved



TRAVIS MUYRES

Police Chief / Emergency Management Director

Isanti Police Department

401 First Ave NW
PO BOX 428
Isanti, MN 55040
763-444-4761 x101

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, June 28, 2021 9:28 AM
To: Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>
Subject: SEP - MN State Series Finals 8/27

Please see attached SEP application for Rum River BMX hosting the MN State Series Finals on their property from 8/27-29.

Please send approval/decline by Wednesday (June 30).

Thanks!

Alyssa Olson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, June 29, 2021 12:56 PM
To: Isanti Parks
Subject: RE: SEP - MN State Series Finals 8/27

Hi Alyssa. Isanti Fire approves the 8/27-29 BMX State Series Finals SEP application as presented. Thank you!

Al

ALAN JANKOVICH | FIRE CHIEF

ISANTI FIRE DISTRICT

401 1ST AVE NW, PO BOX 490 | ISANTI MN 55040

763.444.8019 | aljankovich@isantifiredistrict.org | www.isantifiredistrict.org



From: Isanti Parks <IsantiParks@cityofisanti.us>

Sent: Monday, June 28, 2021 9:29 AM

To: Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>

Subject: SEP - MN State Series Finals 8/27

Please see attached SEP application for Rum River BMX hosting the MN State Series Finals on their property from 8/27-29.

Please send approval/decline by Wednesday (June 30).

Thanks!

Alyssa Olson

Parks, Recreation & Events Coordinator



CITY OF ISANTI

110 1st Ave NW, Isanti, MN 55040

Phone: (763) 762-5754



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson, Parks, Recreation & Events Coordinator
Date: July 6, 2021
Subject: Resolution 2021-XXX Approving a Special Event Permit Application for Ally's Walk for Kleeftstra

Background

A local resident has submitted an application requesting a Special Event Permit for Ally's Walk for Kleeftstra. The event is scheduled for July 24, 2021 from 9:00am to 3:00pm. The walk/run event will begin at the soccer complex and travel along the Cambridge-Isanti Bike/Walk Trail for 1.5 miles. The event will conclude at Bluebird Park. Estimated event attendance is 50-75. Parking will be utilized at the soccer complex and Bluebird Park with potential overflow to the Isanti Indoor Arena.

No road closures are being requested and additional restrooms will not need to be provided. Event volunteers will be responsible for cleaning up all utilized areas after the event.

A microphone and speakers will be utilized for announcements at Bluebird Park during the event. Donations will be collected for this event and will support a caregivers group that works with patients with Kleeftstra Syndrome.

Staff Request

City staff are requesting City Council's approval of the Special Event Permit application for Ally's Walk for Kleeftstra.

Attachments

- Resolution 2021-XXX
- Special Event Permit Application

RESOLUTION 2021-XXX

APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR ALLY’S WALK FOR KLEEFSTRA

WHEREAS, a local resident has submitted a Special Event application requesting a permit to host Ally’s Walk for Kleefstra at Bluebird Park and along the Cambridge-Isanti Bike/Walk Trail; and,

WHEREAS, the event is scheduled for July 24, 2021; and,

WHEREAS, the estimated number of people to be in attendance is 50-75; and,

WHEREAS, parking lots at Bluebird Park (201 Isanti Parkway NW), Isanti Soccer Complex (950 3rd Avenue North) and Isanti Indoor Arena (101 Isanti Parkway NW) will be utilized; and,

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the special event permit for Ally’s Walk for Kleefstra;

BE IT FURTHER 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 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
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 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.

Special Event Permit Guideline: Please see city code section 278 "Special Events" for more detailed information.

Applications must be submitted at least 30 days prior to the event to be considered.

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

- ☒ 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

Check all that apply:

- ☐ Signs will be posted for event:
 - ☐ [Temporary Sign Permit Application](#) required
 - ☐ \$50 fee
- ☐ Alcohol will be served and/or sold at event:
 - ☐ [Licenses](#) (may take up to 60 days to process)
 - ☐ Fees apply, amounts vary by license type.
- ☐ Vendors will be present:
 - ☐ [Peddler's Permit](#) (background check required) submitted by event organizer only
 - ☐ \$25 fee for one-day applications
 - ☐ [Vendor List](#)
- ☒ Event will occur on City Property:
 - ☒ [Release and Indemnification Agreement](#)

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: 6-7-21

APPLICANT INFORMATION

Sponsoring Entity (if applicable): _____

Contact Person: Tina Neubauer

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Cell: [REDACTED]

E-mail: [REDACTED]

Secondary Contact Person: Roland V. Olson

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Cell: [REDACTED] E-mail: [REDACTED]

EVENT INFORMATION

Event Name: Allys Walk/Run for Kleeftstra Syndrome

Date(s) of Event: 2021 July 24th

Hours of Event: 9am - 3pm

Type of Event: ☒ Open to the Public ☐ Private ☐ Other: _____

Describe Event (List all activities. Provide flyer or other marketing materials as available.):

9am start walk/run 5k fundraiser for Kleeftstra Syndrome
1030-3pm After Event at Bluebird park pavillion

↑ Checkin at Bluebird park pavillion start 5k at corners of 3rd Ave NW and Isanti parkway NE.

- we will be walking North along the bike path 1.5 miles

Proposed Location of the Event (be specific, site map also required):

Walk/Run/5k will take place starting at the soccer fields in Isanti. After Event will take place after at Bluebird park pavillion

Estimated Number of People in Attendance (includes staff, participants, and spectators):

Estimate 50+ walking + 75+ for After Event

Not all at once, But coming + going.

Parking Impact - Describe in detail:

Utilize BMX parking - I contacted them already + there is no event scheduled Utilize Bluebird park parking.

Tents, equipment, amusement rides, etc.

Type: Tent - At Bluebird park + possibly 1 at start of 5k

Size:

Location:

Loud speaker system/microphone at Bluebird park. Chairs/tables

Are Fire Prevention or EMS needed? Please specify and if being provided, please identify the name or entity providing these services:

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 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.

No

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).

I will have volunteers Available

Clean-up Plans - Describe in detail:

I will have volunteers Available for Cleanup and we will remove all garbage. I will provide garbage bins + bags as needed

City of Isanti

110 1st Avenue NW • PO Box 428 • Isanti, MN 55040 • Phone (763) 444-5512 • Fax (763) 444-5560

Live entertainment – Describe in detail:

None

Will any other public addressing system or sound amplification be used? If so, describe:

Yes. We will be getting a microphone & speakers. Will be used at Bluebird park.

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?

1. No 2. Yes, Donations will be taken at location & prior to event online. 3. All money collected will be going to Ideline. A group working for my Daughters syndrome
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:

Anna Neubauer

OFFICE USE ONLY

Reviewed By: (Any concerns / comments will be attached to the application)

Fire Chief

☒ Approved ☐ Denied ☐ N/A Signature: APPROVED VIA EMAIL (ATTACHED)

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: APPROVED VIA EMAIL (ATTACHED)

Public Services Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Parks, Recreation and Culture Manager

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Community Development Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Administrator

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Council

☐ Approved ☐ Denied

Date of Review: _____

* Inform Cambridge for use of bike/walk trail



**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.**

In consideration for being permitted to engage in the following special event activities on property
owned by the City of Isanti:

Bubble Walk/Run Fundraiser to Bring awareness
for Kleeftstra Syndrome. Check-in Blue Bird
Pavillion. Walk/Run starts at 3rd & Isanti Pkwy.
going North on Lake trail.

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. 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:

N/A

(Special Events Holder Initials Here) TN

- B. 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 X

(Special Events Holder Initials Here) TN

- 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)

TN

- 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)

TN

- 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)

TN

- 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)

TN

- 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)

TN

City of Isanti

110 1st Avenue NW • PO Box 428 • Isanti, MN 55040 • Phone (763) 444-5512 • Fax (763) 444-5560

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Event Holder Initials Here) TN

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective 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 upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Event Holder Initials Here) TN

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Tina Neubauer | Bubble Walk/Run

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Tina Neubauer

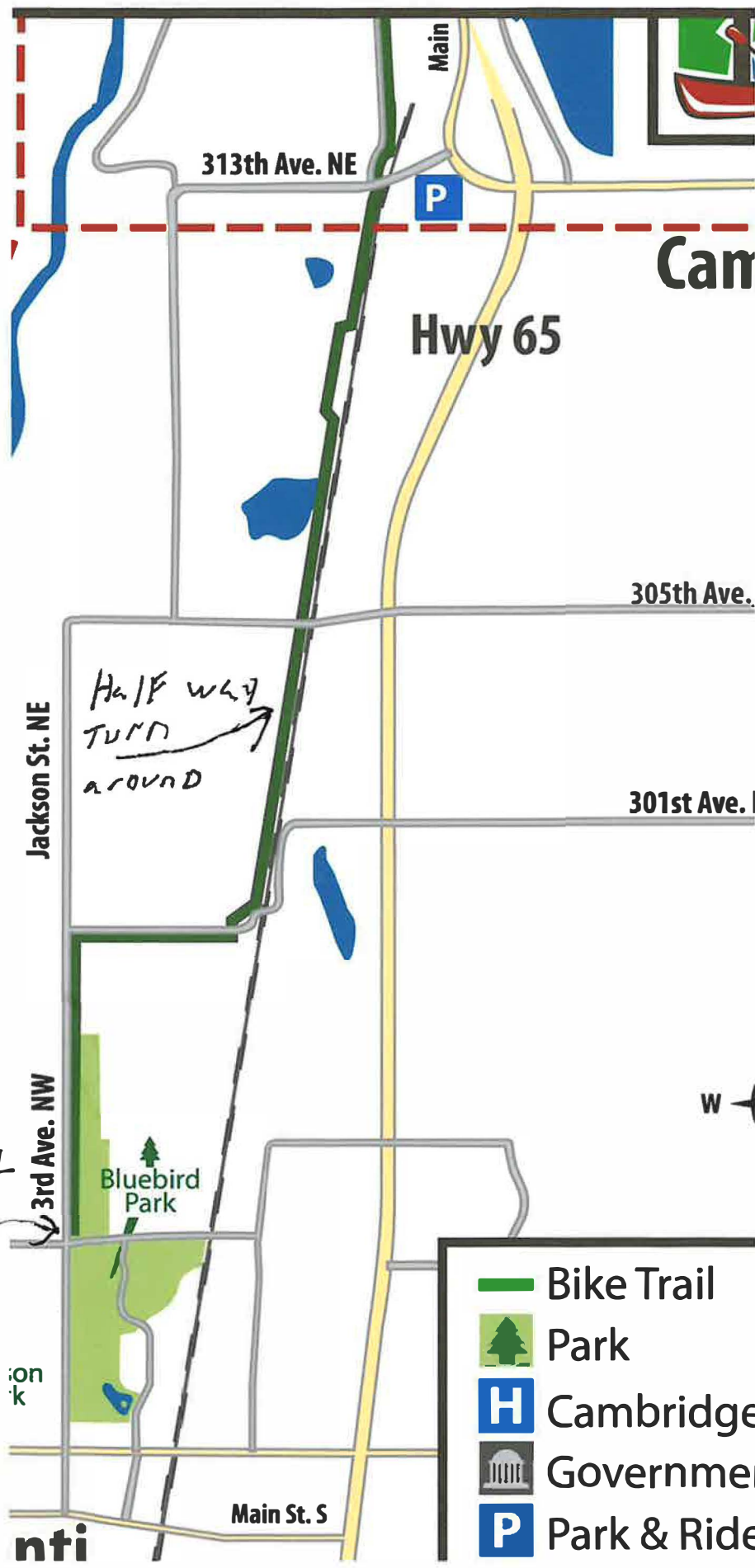
Title SELF

Signature Tina Neubauer

Date 6-7-21

City of Isanti

110 1st Avenue NW • PO Box 428 • Isanti, MN 55040 • Phone (763) 444-5512 • Fax (763) 444-5560



5K
Start
at
4way

Half way
TURN
around

- Bike Trail
- Park
- Cambridge
- Government
- Park & Ride

Isanti Parks

From: [REDACTED]
Sent: Monday, June 28, 2021 10:34 AM
To: Isanti Parks
Subject: Fwd: June 26th event

Alyssa

Here is the approval from Soccer Club to utilize their parking if needed

Thank you

Tina Neubauer

----- Forwarded message -----

From: [REDACTED]
Date: Mon, Jun 28, 2021 at 10:08 AM
Subject: Re: June 26th event
To: [REDACTED]

Tina,

Cambridge Isanti Soccer Club is ok with you using CISC parking lots for your event on July 24th, 2021. The club asks that at the conclusion of your event that you please pick up any trash and place in garage cans provided along edge of parking lot and fields. Thank you and good luck with your event.

Thank you,
Eric Bauer
President CISC
president@cisoccer.org

Get [Outlook for Android](#)

From: [REDACTED]
Sent: Monday, June 28, 2021 9:36:16 AM
To: [REDACTED]
Subject: Re: June 26th event

Hi there!

We spoke previously about an event I have going on July 24th from 9am-3pm at the latest. I know you have evening soccer going on, but I was wondering if during my event if we could utilize the soccer parking if needed? As part of my permit for the city they need a written approval for any parking I utilize from you, via email is fine. I am not sure that we will need it but would like it avail if needed.

Thank you

Tina Neubauer

On Mon, May 17, 2021 at 12:03 PM [REDACTED] wrote:
Yes it is just an evening event, 5-8pm. Any of those days would work then.

Get [Outlook for Android](#)

Isanti Parks

From: Travis Muyres
Sent: Monday, June 28, 2021 3:44 PM
To: Isanti Parks
Subject: Re: SEP - Allys Walk 7/24

approve



TRAVIS MUYRES
Police Chief / Emergency Management Director
Isanti Police Department

401 First Ave NW
PO BOX 428
Isanti, MN 55040
763-444-4761 x101

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, June 28, 2021 9:25 AM
To: Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>
Subject: SEP - Allys Walk 7/24

Happy Monday!

Please see attached SEP application for Ally's Walk/Run for Kleefta Syndrome. The event will take place 7/24 at Bluebird Park.

Please send approval/decline by Wednesday (June 30).

Thanks!

Alyssa Olson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, June 29, 2021 1:01 PM
To: Isanti Parks
Subject: RE: SEP - Allys Walk 7/24

Hi Alyssa.

Isanti Fire approves the 7/24 SEP application for Tina's 5K as presented.

Thank you. Al

ALAN JANKOVICH | FIRE CHIEF

ISANTI FIRE DISTRICT

401 1ST AVE NW, PO BOX 490 | ISANTI MN 55040

763.444.8019 | aljankovich@isantifiredistrict.org | www.isantifiredistrict.org



From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, June 28, 2021 9:26 AM
To: Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>
Subject: SEP - Allys Walk 7/24

Happy Monday!

Please see attached SEP application for Ally's Walk/Run for Kleefta Syndrome. The event will take place 7/24 at Bluebird Park.

Please send approval/decline by Wednesday (June 30).

Thanks!

Alyssa Olson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson - Parks, Recreation & Events Coordinator
Date: July 6, 2021
Subject: Resolution 2021-XXX Approving a Special Event Permit Application for Rum River BMX MN State Qualifier

Background

The City has received an application for the upcoming special event planned for the Rum River BMX Association to host the MN State Qualifier.

- This event is scheduled for Sunday, August 15th from 7:00 a.m. to 5:00 p.m.
- Rum River BMX estimates the number of individuals in attendance is 800-1,000.
- Portable restroom facilities will be provided by Absolute Portable Restrooms for the event and the organization is responsible for clean-up of the outside areas.
- Team canopies may be put up on the grass outside the arena (to the east and south).
- Spectator parking will take place at the Indoor Arena and within the Bluebird Park lots as overflow parking, along with the soccer field parking lot. Event camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement.
- The standard public addressing system would be used throughout the event.
- Association is not requesting that any roads be closed.

Attachments

- Resolution 2021-XXX
- Special Event Permit Application

RESOLUTION 2021-XXX

**APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR
RUM RIVER BMX MN STATE QUALIFIER EVENT**

WHEREAS, the Rum River BMX Association submitted a Special Event application requesting approval to host the MN State Qualifier; and,

WHEREAS, the event is scheduled to take place on Sunday, August 15th from 7:00 a.m. to 5:00 p.m. at the Isanti Indoor Arena located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance is 800-1,000; and,

WHEREAS, the applicant is required to provide additional portable restroom facilities for the event; and,

WHEREAS, event camper parking will occur on the grass south of the Isanti Indoor Arena, per the Special Event Paid Parking Agreement; and,

WHEREAS, overflow parking will occur in the paved lots at Bluebird Park, and the soccer field parking lot, and there will be no fees for this use; and,

WHEREAS, the south and east sides of the Isanti Indoor Arena will be reserved for team canopies and event activities;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the Special Event Permit request for the 2021 MN State Qualifier race event;

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 was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
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 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.

Special Event Permit Guideline: Please see city code section 278 "Special Events" for more detailed information.

Applications must be submitted at least 30 days prior to the event to be considered.

ITEMS TO ACCOMPANY THE APPLICATION

Required with all applications

- ☒ 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

Check all that apply:

- ☐ Signs will be posted for event:
 - ☐ [Temporary Sign Permit Application](#) required
 - ☐ \$50 fee
- ☐ Alcohol will be served and/or sold at event:
 - ☐ [Licenses](#) (may take up to 60 days to process)
 - ☐ Fees apply, amounts vary by license type.
- ☐ Vendors will be present:
 - ☐ [Peddler's Permit](#) (background check required) submitted by event organizer only
 - ☐ \$25 fee for one-day applications
 - ☐ [Vendor List](#)
- ☒ Event will occur on City Property:
 - ☐ [Release and Indemnification Agreement](#)

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: 6-22-2021

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River Bmx Association

Contact Person: Larry Merchlewitz

Address: 101 Isanti Pkwy NW

City: Isanti State: MN Zip: 55040

Phone: 763 444 5429 Fax: - - Cell: [REDACTED]

E-mail: Larry@rumriverbmx.com

Secondary Contact Person: Sean Wilson

Address: 101 Isanti Pkwy NW

City: Isanti State: MN Zip: 55040

Phone: 763 444 5429 Cell: [REDACTED] E-mail: Sean@rumriverbmx.com

EVENT INFORMATION

Event Name: Minnesota Bmx State Qualifier

Date(s) of Event: August 15th

Hours of Event: Sunday 7:00am - 5:00pm

Type of Event: ☒ Open to the Public ☐ Private ☐ Other: _____

Describe Event (List all activities. Provide flyer or other marketing materials as available.):

Minnesota State Qualifier is a qualifying race for the Minnesota State Bmx Series.

Proposed Location of the Event (be specific, site map also required):

Isanti Indoor Arena - Grass areas around the building will be used for team canopies. Overnight camping will be Saturday - Sunday in the grass field to the south of the Isanti Indoor Arena. Fees for overnight camping shall be structured per parking/camping agreement with the City of Isanti.

Estimated Number of People in Attendance (includes staff, participants, and spectators):

800 - 1,000

Parking Impact – Describe in detail:

Parking shall be contained to the paved surfaces. No parking on the grass on the eastside of the Isanti Indoor Arena. Overflow may be at Bluebird Park, Skateboard Park & Soccer Field parking lots. Grass area to the south will be for paid autos & RVs per agreement with the City of Isanti.

Tents, equipment, amusement rides, etc.

Type: Bmx teams bring their own canopies

Size: 10' x 10' up to 20' x 20'

Location: Grass areas surrounding the Isanti Indoor Arena to the east, west & south

Are Fire Prevention or EMS needed? Please specify and if being provided, please identify the name or entity providing these services:

Off duty first responders will be on site. Allina Heath Services may be on site, unless they need to respond to another call.

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 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.

Absolute Portable Restrooms will be supplying four portable restrooms in addition to the existing restrooms at the Isanti Indoor Arena.

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).

No alcohol will be served during this event. Security is not required.

Clean-up Plans – Describe in detail:

Rum River Bmx volunteers will be cleaning up the property. We will have a roll away dumpster on site to handle all of the garbage.

Live entertainment – Describe in detail:
This will be live BMX pedal bike racing.

Will any other public addressing system or sound amplification be used? If so, describe:
Only sound audio system that will be used is the current indoor system.


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?
Race fees are collected for riders on the track to cover cost of 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: Approved via email (Attached)

Police Chief

☒ Approved ☐ Denied ☐ N/A Signature: Approved via email (Attached)

Public Services Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Parks, Recreation and Culture Manager

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

Community Development Director

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Administrator

☒ Approved ☐ Denied ☐ N/A Signature: [Signature]

City Council

☐ Approved ☐ Denied

Date of Review: _____



**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.**

In consideration for being permitted to engage in the following special event activities on property
owned by the City of Isanti:

Bmx pedal bike Minnesota State Qualifier Located at the Isanti Indoor Arena on
August 15th 2021.

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. 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:
BMX pedal bike racing.
-
-
-

(Special Events Holder Initials Here)

fm

- B. 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)

fm

- 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)

fm

- 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)

fm

- 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)

fm

- 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)

fm

- 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)

fm

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Event Holder Initials Here) jm

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective 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 upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Event Holder Initials Here) jm

IN WITNESS THEREOF, THIS **RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special event holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Rum River BMX Association

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Larry Merchlewitz

Title Community Outreach Director

Signature Larry Merchlewitz

Date 6-22-2021



**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: Minnesota State Qualifier

Date(s) of Event: August 15th 2021

Contact Person: Larry Merchlewitz [REDACTED] or Larry@rumriverbmx.com

Equipment Drop Off/Pick Up Location: Isanti Indoor Arena 101 Isanti Parkway NW

Equipment Drop Off Date/Time: August 14th 11:00am

Please list the number of each item requested. Isanti Public Works will determine the availability of equipment for each event, and reserves the right to deny requests. *All equipment must be returned no later than 24 hours after the end of the event. The replacement of any broken or missing equipment will be billed to the event organizers.*

Construction Cones: 0

Picnic Tables: 0

Barricades: 3

Stage: 0

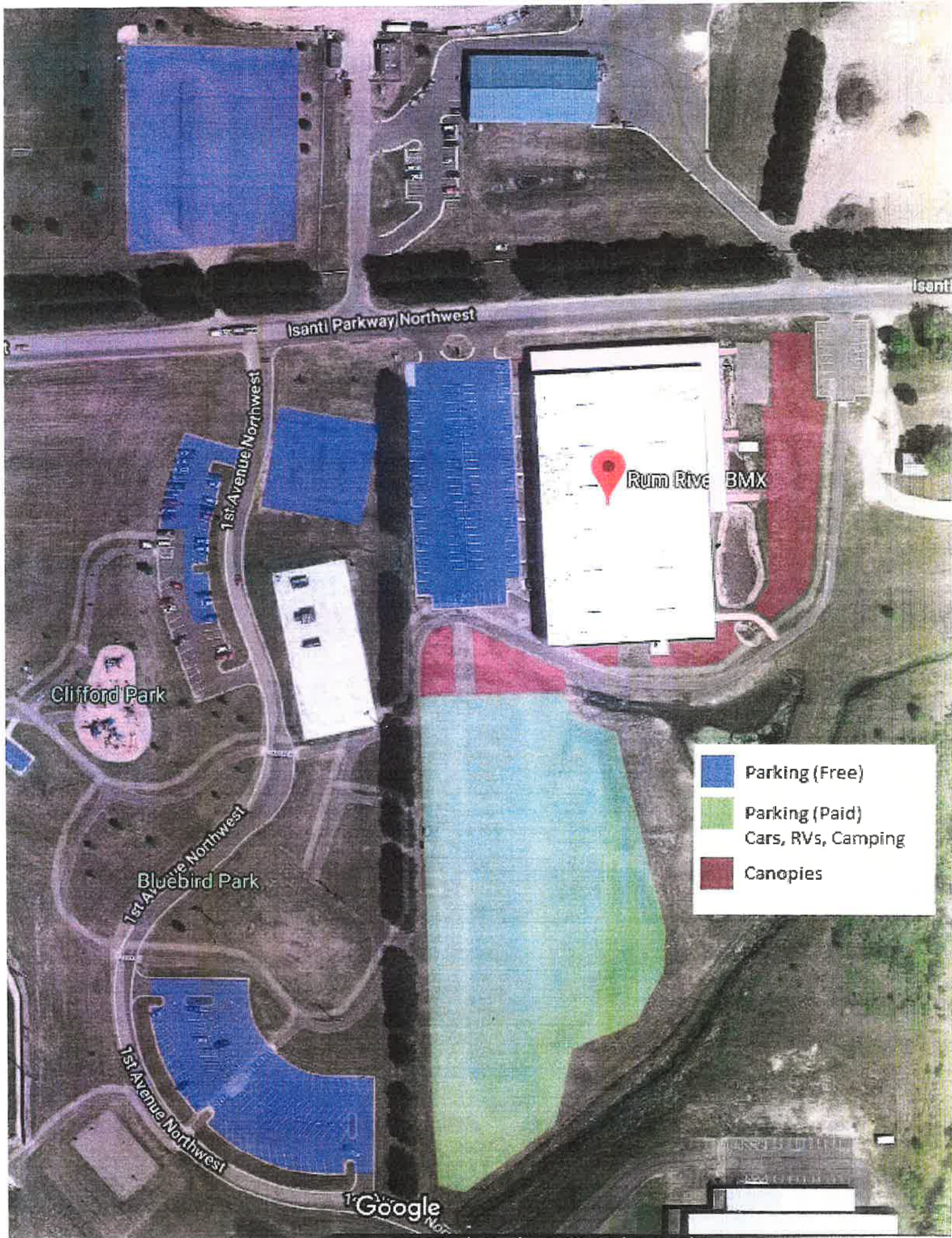
Road Closed Signs: 0

No Parking Signs: 25 small sign

Office Use Only

Date Delivered: _____ By: _____

Date Checked In: _____ By: _____



Isanti Parkway Northwest

1st Avenue Northwest

Clifford Park

Bluebird Park

1st Avenue Northwest

1st Avenue Northwest

Google

Rum River BMX

- Parking (Free)
- Parking (Paid)
Cars, RVs, Camping
- Canopies

Isanti Parks

From: Travis Muyres
Sent: Monday, June 28, 2021 3:44 PM
To: Isanti Parks
Subject: Re: SEP - BMX State Qualifier 8/15

approve



TRAVIS MUYRES

Police Chief / Emergency Management Director

Isanti Police Department

401 First Ave NW
PO BOX 428
Isanti, MN 55040
763-444-4761 x101

From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, June 28, 2021 9:27 AM
To: Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>
Subject: SEP - BMX State Qualifier 8/15

Please see attached SEP application for Rum River BMX hosting the MN BMX State Qualifier on 8/15 on their property.

Please send approval/decline by Wednesday (June 30).

Thanks!

Alyssa Olson
Parks, Recreation & Events Coordinator



CITY OF ISANTI
110 1st Ave NW, Isanti, MN 55040
Phone: (763) 762-5754

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, June 29, 2021 12:42 PM
To: Isanti Parks
Subject: RE: SEP - BMX State Qualifier 8/15

Hi Alyssa. Isanti Fire approves the August 15 BMX SEP application as presented.

Thank you. Al

ALAN JANKOVICH | FIRE CHIEF

ISANTI FIRE DISTRICT

401 1ST AVE NW, PO BOX 490 | ISANTI MN 55040

763.444.8019 | aljankovich@isantifiredistrict.org | www.isantifiredistrict.org



From: Isanti Parks <IsantiParks@cityofisanti.us>
Sent: Monday, June 28, 2021 9:27 AM
To: Travis Muyres <tmuyres@cityofisanti.us>; Fire Department - Al Jankovich <aljankovich@isantifiredistrict.org>
Subject: SEP - BMX State Qualifier 8/15

Please see attached SEP application for Rum River BMX hosting the MN BMX State Qualifier on 8/15 on their property.

Please send approval/decline by Wednesday (June 30).

Thanks!

Alyssa Olson

Parks, Recreation & Events Coordinator



CITY OF ISANTI

110 1st Ave NW, Isanti, MN 55040

Phone: (763) 762-5754



Request for City Council Action

TO: Mayor Johnson and Members of City Council

FROM: Ryan Saltis, Community Development Specialist

DATE: July 6, 2021

SUBJECT: Resolution 2021-XXX a resolution approving the site plans for a manufacturing building for BP Metals at 825 East Dual Blvd.

Background: A presentation was given at the June 24, 2021 Planning Commission Meeting by the City's Community Development Specialist in regards to the site plans for the proposed manufacturing building for BP Metals located at 825 East Dual Blvd NE. Discussion was had between Planning Commission members regarding number of employees and if the other location of BP Metals in Blaine will be operating in addition to this proposed Isanti location. Blake Pendzimas from BP Metals explained that they are looking to keep the Blaine location for the time being, with potential to expand the Isanti location in the future and move the operations entirely to Isanti. The applicant explained that there would be three shifts of fifteen or more employees per shift and the facility will be open 24 hours per day. There was no one from the public present at the public hearing to speak on this item.

The Planning Commission approved the Site Plans for a manufacturing building with conditions at the June 15, 2021 Planning Commission meeting. Motion for approval passed 6-0.

Request: Consider adopting the resolution and findings of fact.

Attachments:

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

RESOLUTION 2021-XXX

APPROVING THE SITE PLANS FOR A MANUFACTURING BUILDING FOR BP METALS LOCATED AT 825 EAST DUAL BLVD NE

WHEREAS, Image Contracting, LLC (applicant) has requested approval for site plans of a manufacturing building for BP Metals at 825 East Dual Blvd NE in the City of Isanti (PID 16.137.0010); and,

WHEREAS, the property is located in the “I-1” Industrial Park District, in which *Light Manufacturing* is a permitted use; and,

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

WHEREAS, the City of Isanti has entered into a development agreement with BP Metals on March 4, 2020; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of Site Plans for a light manufacturing building on June 15, 2021; and,

WHEREAS, the City of Isanti City Council reviewed the requested Site Plans at its regularly scheduled meeting on July 6, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that it adopts the Findings of Fact and Conclusion related to the requested Site Plans for a manufacturing building;

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

1. Location of freestanding light poles shall be shown on site plans and approved by staff
2. Mechanical equipment shall be screened from public right-of-way
3. Trash receptacle shall be enclosed and illuminated
4. All signs shall require a sign permit when applicable to determine dimensions and locations and shall follow Section 16 of the City’s Zoning Ordinances
5. Applicant shall apply for all permits associated with the building including but not limited to a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.
6. All conditions/comments listed in the City Engineer’s memo dated 6/2/2021 shall be addressed

This Resolution is hereby approved by the Isanti City Council this 6th day of July 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand

City Clerk

FINDINGS OF FACT AND CONCLUSION

Request

Request by Image Contracting, LLC for Site Plan Approval for a manufacturing building located at 825 East Dual Blvd NE.

Findings of Fact

1. The applicant Image Contracting LLC, submitted an application for Site Plan Review for a manufacturing building located at 825 East Dual Blvd NE, PID 16.137.0010
2. The Property is zoned I-1, Industrial Park District. In which the use is permitted.
3. A public hearing on the matter was held before the City of Isanti Planning Commission on June 15, 2021 at 7:00 p.m. at City Hall within the City Council Chambers.
4. Notice of the Site Plan Review request was published within the *County Star* on June 2, 2021. Notices were sent to all property owners located within 350 feet of the subject property.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics*):
 - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
The proposal would appear to be consistent with the elements and objectives of the City's development guides and the Comprehensive Plan in that it creates employment opportunities in the Industrial Park District.
 - B. Consistency with City Codes.
A review of the proposal against zoning ordinance requirements has been completed. The requirements would appear to have been met by the proposal as presented for the site plan review.
 - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
The site will be preserved to the fullest extent possible. There are a minimal number of existing trees that are in the middle of the site which will be removed to construct the building. However, trees will be added to the site.
 - D. The amount and location of open space and landscaping.

The amount of landscaping will meet code and open space requirements will be met. Sod and irrigation are required on all disturbed areas of the lot, except where prairie/natural plantings are located.

- E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
Site Plans shall be altered to determine parking stall dimensions and driveway widths for traffic circulation. This condition is listed in the conditions for approval in the staff memo for the Planning Commission dated 6-15-2021. All other regulations in Section 17 of Isanti's Zoning Ordinances for Off-Street Parking and Loading will be met.
- F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
The drainage/grading have been reviewed by the City Engineer. The location of proposed lights on the property will not disrupt neighboring properties.
- G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
The plans have been reviewed by the City Engineer, and plans shall be modified to reflect design standards.

Decision

The Planning Commission reviewed the request in a public hearing held on June 15, 2021. The staff memo, and attachments shall be made part of the Findings of Fact and Conclusion.

Planning Commission Recommendation:

Motion by Lundeen, second by Gordon to recommend approval of the site plan as presented for a manufacturing building at 825 East Dual Blvd NE, PID 16.137.0010 with the following conditions:

1. Location of freestanding light poles shall be shown on site plans and approved by staff
2. Mechanical equipment shall be screened from public right-of-way
3. Trash receptacle shall be enclosed and illuminated
4. All signs shall require a sign permit when applicable to determine dimensions and locations and shall follow Section 16 of the City's Zoning Ordinances
5. Applicant shall apply for all permits associated with the building including but not limited to a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.

6. All conditions/comments listed in the City Engineer's memo dated 6/2/2021 shall be addressed

Motion Carried unanimously 6-0.



MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: June 15, 2021

SUBJECT: Site Plan Review for a proposed manufacturing building located at 825 East Dual Blvd NE (BP Metals)

Request: The applicant, Image Contracting LLC is requesting site plan approval for a proposed manufacturing building located at 825 East Dual Blvd NE for BP Metals.

Overview/Background: The applicant proposes to construct a manufacturing building on a 4.86-acre vacant lot located in the Industrial Park District at 825 East Dual Blvd NE. As proposed the building will be on the southeast portion of the parcel while allowing for potential future expansion north and west of the proposed building location. This parcel is currently zoned I-1 Industrial Park District in which "light manufacturing" is a permitted use.

The building is intended to provide custom sheet metal fabrication services in a warehouse setting. The building is proposed to be roughly 9,600 square feet and comprised of an office space of 692 square feet, two bathrooms and open warehouse space of 8,611 square feet. Twenty-six parking stalls are displayed on the site plans, with three of these stalls are designated as handicap accessible.

Analysis of Application: The site plan for the building shall comply with the following requirements for the I-1 Industrial Park District:

Lot Requirements

- Lot Size Minimum .5 acre
- Minimum Width of Lot at ROW 100 ft
- Minimum landscaping 25% of total lot area

The area of the parcel is roughly 4.86 acres in size and exceeds the lot size minimum. The site will meet the minimum width of lot at the Right of Way and minimum landscaping requirements.

Setbacks – Principal Building

- Front Yard Setback 30 feet
- Side Yard Setback 15 feet
- Rear Yard Setback 30 feet

The proposed building will be located roughly 100 ft from the east property lines near East Dual Blvd NE and will meet all required setbacks for the I-1 zoning district.

Impervious Surface Coverage

There shall be a required minimum of twenty-five percent (25%) reservation of the total lot area for landscaping use. A landscaping plan must be submitted to and be approved by the Planning Commission or its designee.

Impervious surfaces on site will include the building, paved asphalt parking lot and driveway surfaces. The landscaping requirement of 25% of the total lot area as green space will be met

Surfacing

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

The parking areas are proposed to be surfaced with standard duty asphalt. There is a proposed temporary gravel driveway around the rear of the building that intends to connect the paved asphalt parking lot and a separate curb cut on East Dual Blvd NE. The gravel driveway is subject to comments from the City Engineer's report dated June 2, 2021. The site plan shows potential future phases (which are not being considered in this review) if the proposed third phase isn't built then the temporary driveway shall be paved.

Curbing

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

Concrete curbing and gutters will extend around the entire perimeter of the parking lot and paved area on site.

Striping

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

Four-inch-wide yellow striping will be used across the site for designated parking stalls. Two stalls will be striped to indicate no parking for handicap access stalls.

Parking Lot Setbacks

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

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

Parking Standards

Number of Required Parking Spaces

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

Industrial Uses

Manufacturing 1.25 spaces for each employee on the major shift or 1 space for each 500 sq/ft whichever is greater

Based on the proposed use 19 parking spaces are required in which one stall be designated as handicap accessible. The site plans show 26 parking stalls, in which three parking stalls are designated as handicap accessible. The site plans meet the required number of parking spaces for the proposed use.

Stall, Aisle and Driveway Design

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

TABLE 9: Parking Lot and Parking Stall Dimensions

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

The site features 90-degree parking stalls and will have two-way traffic. Stall dimensions and drive aisle width is not shown on site plans and shall be a condition for site plan approval. The site will have to follow the required stall dimensions of 9 feet in width and 19 feet in length. The drive aisle widths shall be at least 26 feet and meet the requirement for two-way vehicle circulation.

Lighting

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

Outdoor Lighting Standards

- A. Prohibited Lighting: No use or structure shall be operated or occupied as to create light or glare in such an amount or to such a degree or intensity as to constitute a hazardous condition, or as to unreasonably interfere with the use and enjoyment of property with by any person or normal sensitivities, or otherwise as to create a public nuisance.
- B. Minimum Standards: All uses shall comply with the following standards except as otherwise provided in this section:
 - 1. Lighting fixtures shall be effectively shielded and arranged so as not to shine directly on any residential property. Lighting fixtures not of a cutoff type shall be subject to the following:
 - a. Maximum initial lumens generated by each fixture shall not exceed two thousand (2,000) lumens (equivalent to a one hundred fifty (150) watt incandescent bulb).
 - b. Mounting heights of such fixtures shall not exceed fifteen (15) feet.
 - 2. Lighting shall not create a sensation of brightness that is substantially greater than ambient lighting conditions so as to create annoyance, discomfort, or decreased visual performance or visibility.
 - 3. Lighting shall not directly or indirectly cause illumination or glare in excess of one-half (1/2) foot candle measured at the closest residential property line and five (5) foot-candles measured at the street curb line or non-residential property line nearest the light source.
 - 4. Lighting shall not create a hazard for vehicular or pedestrian traffic.
 - 5. Lighting of building facades or roofs shall be located, aimed, and shielded so that light is directed only onto the façade or roof.
 - 6. Lighting shall be maintained stationery and constant in intensity and color, and not be of a flashing, moving, or intermittent type.
 - 7. Business and industrial zoned property must light the trash enclosure areas for the safety of their employees.

An exterior lighting plan was submitted that showed lighting types that are proposed on site and include freestanding light poles and wall mounted sconces. All lighting types proposed are

downlit and are designed to reduce glare. These light sources will meet all criteria listed in Section 14 of the City Zoning Ordinance. Freestanding light poles shall be illustrated on site plans to determine their location to ensure that the foot candles near property lines are being met.

Curb Cuts

There are two curb cuts proposed along East Dual Blvd NE. The curb cut on the south side of the parcel will be paved with asphalt and will direct vehicles into the parking area. There is also a curb cut proposed on the north side of the parcel and will be a temporary gravel driveway that leads vehicles from East Dual Blvd NE around the west side of the building and connects to the paved parking area. These two proposed curb cuts are spaced an adequate distance from each other and comply with City Standards.

Building Design and Construction

- A. The design and location of the buildings constructed on a lot shall be attractive and shall complement existing structures and the surrounding natural features and topography with respect to height, design finish, color, size and location.
- B. Load bearing structural components shall be steel or structural concrete. Other materials of greater strength may be used if expressly allowed by the City Council.
- C. Architecturally and aesthetically suitable building materials shall be applied to, or used on, all sides of all buildings that are adjacent to other existing or future structures or roads. Exterior walls of iron, aluminum, or wood will be permitted only with the specific written approval of the City Council. Exterior walls of masonry, concrete and glass are encouraged. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings.
- D. All exterior wall finishes on any building shall be comprised of any one or a combination of the following materials:
 - 1. Face brick
 - 2. Natural stone
 - 3. Glass
 - 4. Specially designed pre-cast concrete units, if the surfaces have been integrally treated with an applied decorative material or texture.
 - 5. Factory fabricated, finished 26 Ga. Metal panel
 - 6. Decorative concrete block approved by the City Council.
 - 7. Architectural metal accent panels, generally with a value greater than pre-cast concrete units, and as specifically approved by the City Council.

8. When material noted in (5) above is used, there shall be a wainscot of material noted in (1), (2.) or (6) above, Wainscot shall be located across a minimum of 50% of the linear perimeter of the building and shall be located where most visible from streets and as specifically approved by the City Council. Minimum wainscot height shall be one-third of the sidewalk height and/or specifically approved by the City Council.
9. Other materials as approved by the City Council and in conformance with existing design and character of the Property.

Exterior building materials include steel roof and siding, and stone around the base of the South and East sides of the building. The exterior siding and stone will be a neutral tan color and will be consistent with will surrounding buildings in the Industrial Park District.

Screening, and Landscaping

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

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

Mechanical equipment is not displayed on site plans. If mechanical equipment is on the exterior of the building, site plans shall be altered to show the location of the equipment.

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

There are no loading and service areas displayed on site plans. A building of this size (under 100,000 square ft) does not require a designated loading area.

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

The site does not abut a residential area.

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

Site does not surround a residential area. Small shrubs are proposed around the whole perimeter of the parking areas to screen vehicle headlights.

Landscaping

Non-Residential Requirements: In addition to the general requirements noted, properties located within non-residential districts, shall be subject to the following regulations:

Minimum Landscaping Requirements. All open areas of a lot which are not used or improved for required building areas, parking areas, building expansion areas, drives, sidewalks, storage, or similar hard surface materials shall be landscaped with a combination of sod, overstory trees, understory trees, shrubs, flowers, ground cover materials and/or other similar site design features or materials in a quantity acceptable to the City.

Maintenance of Landscaping. The owner, tenant, and their respective agents shall be responsible for the maintenance of all landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris. Plants and ground cover that are required by an approved site or landscape plan and which have died shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.

Soil Requirements. A minimum of four (4) inches of topsoil shall be provided upon all lots.

Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. The Building Official may waive this requirement upon inspection of the property.

Tree Requirements.

- a. Landscaping shall provide for an appropriate mix of plantings around the exterior footprint of all buildings. Landscaping shall improve the appearance of the structure and break up large unadorned building elevations. Plantings are not intended to obscure views of the building or accessory signage.
- b. Where undeveloped or open areas of a site are located adjacent to a public right-of-way, the plan shall provide for deciduous trees. A minimum of one (1) tree per fifty (50) feet of street frontage is required. The City may approve an alternative if such alternative appears to meet the intent of this article.
- c. In addition to deciduous and coniferous trees; shrubs, ornamental trees, perennials and annual flowers and bulbs as well as ornamental grasses and ground cover shall be used to compliment the landscape plan.
- d. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species. Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.

The landscaping plan proposes to include small plantings along the perimeter of the proposed parking area. Twenty-four (24) overstory trees are proposed around the entire parcel. The City Landscaping Ordinance requires that the site have at least 9 trees based on the lot frontage calculation (1 tree per 50 ft of lot frontage) and the proposed amount of 24 trees will meet this standard. There are no tree and planting species listed on the

plans, any trees or plantings installed on the site shall be consistent with the City Tree List. Sod shall be planted on all areas not disturbed by new construction or not already covered by established lawn or turf.

Refuse and Trash Receptacle Enclosures

- B. Trash Dumpsters and Garbage Receptacles Required: All new uses and buildings in all zoning districts, with the exception of the “R-1”, “R-2”, and “R-3A” Districts; shall have trash dumpsters or garbage receptacles provided on the parcel or lot and be adequately screened and enclosed. The location of trash dumpsters and garage receptacles shall be approved during the site plan approval process.
- C. Standards for Trash Enclosures: Trash dumpsters and garbage receptacles shall be screened from all lot lines and public roadways, in accordance with the following provisions:
 - 1. The screening devices shall be designed so that they are architecturally harmonious with the principal structures on the site and shall meet the requirements as specified in Section 15 of this Ordinance.
 - 2. Trash enclosures shall be lit.
 - 3. Trash enclosures shall be of an adequate size to accommodate all refuse and recyclables.
- D. Enclosure and Receptacle Maintenance Required: Fencing and landscaping for trash dumpsters and garbage receptacles shall be maintained in good condition and shall be kept litter-free at all times.

The trash receptacle is proposed to be located in the parking area near the four parking stalls to the southwest of the building. The receptacle does not appear to be enclosed, fenced or screened. The trash receptacle/enclosure shall follow the regulations set in Section 14, Subdivision 3 of the City’s Zoning Ordinances and shall be enclosed. The trash enclosure shall also be illuminated for the safety of employees.

Signs

Signs will need to be applied for separately from the site plans. All signs will need to follow criteria listed in Section 16 of the City’s Zoning Ordinances. Permits will be needed for approval of location and dimensions determined at a later date.

Staff Recommendation: Staff recommends approval of the proposed BP Metals manufacturing building located at 825 East Dual Blvd NE with the following conditions:

1. Location of freestanding light poles shall be shown on site plans and approved by staff
2. Mechanical equipment shall be screened from public right-of-way
3. Trash receptacle shall be enclosed and illuminated
4. All signs shall require a sign permit when applicable to determine dimensions and locations and shall follow Section 16 of the City's Zoning Ordinances
5. Applicant shall apply for all permits associated with the building including but not limited to a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.
6. All conditions/comments listed in the City Engineer's memo dated 6/2/2021 shall be addressed

Attachments:

- Site Plans, Floor Plans and Exterior Elevations
- City Engineer's Memo Dated 6/2/2021



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MEMORANDUM

Date: June 2, 2021
To: Sheila Sellman, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: BP Metals – Site Plan Review
City of Isanti, MN
Project No.: 0R1.123130

We have reviewed the Site Plan and supporting documents entitled “BP Metals” with a date of May 19, 2021.

The plan includes the construction of a new building, parking lot, pond, and storm sewer system.

An existing and proposed stormwater model was also submitted.

We have reviewed the submitted documents and have the following comments:

Site Plan:

1. Sheet C3 Erosion & Sediment Control Plan:
 - a. Add inlet protection at the next 2 downstream catch basins along the street.
 - b. Change the silt fence line type so it can be clearly seen vs the property line.
 - c. Show construction limits, and turf restoration plan.
 - d. There are 24 circles that appear to be manholes around the south, west and north sides of the site. What are these? They show up on multiple pages.
 - e. Submit SWPPP as over 1 acre of surface will be disturbed.
 - f. No plantings allowed in the infiltration basin.
2. Sheet C5 – Civil Site Plan:
 - a. No future layout linework will be reviewed as submitted. Those expansions will need to be submitted in the future for full plan review.
 - b. Temp gravel driveway appears to go through existing telephone pedestal and existing catch basin.
 - c. The gravel driveway will need a 5-foot concrete apron with wings if this is allowed to be installed.
 - d. Construct valley gutter through both proposed entrances.
 - e. Label stall depth, width, and drive lane width. Meet city standards.



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- f. The street patch section if needed shall be:
 - i. 1.5-inches of bituminous wear course
 - ii. 2-inches of bituminous non-wear course
 - iii. 8-inches of aggregate base class 5
3. Sheet C6 – Grading Plan:
 - a. It appears water will be trapped on the west side of the grading limits.
 - b. What is the plan with the hole created in the NE corner of the property? Why is this not the pond location?
 - c. All proposed infiltration basins need to have 3 feet of separation from the pond bottom to the ground water level. The outlet apron on the east side of East Dual Boulevard is under water at elevation 934.23 so the pond bottom most likely won't be able to be below 938.
 - d. All proposed infiltration basins will need to have a soil boring to determine the water table, and a percolation test to determine infiltration rate.
 - e. Show the EOF spot elevation for the proposed pond.
 - f. Show spot elevations on the proposed curb, with grades, and gutter in or out designations.
 - g. Show percent slope on the pavement surface and sidewalk.
 - h. Show spot elevation in the pavement at highpoint between inlets. This highpoint cannot be above 939.8 to allow 1 foot freeboard to building finished floor. It appears it is currently above 940.
 - i. A 939 contour on the south side of the site appears to be missing. Verify no water will be trapped on the south property line.
 - j. Submit pond maintenance plan.
4. Sheet C7 – Utility Plan:
 - a. A 6" PVC sanitary sewer service is already stubbed to the property line. See attached record drawing. Connect to this service, as opposed to cutting into the street.
 - b. The storm sewer inverts appear to be at or near the groundwater level. This does not allow room for infiltration.
 - c. The detail on the outlet control structure is hard to read. Please provide a clearer detail and specifically a detail on the outlet control trap shown in the detail.

Stormwater Modeling:

1. Submit subcatchment maps for the existing and proposed models.
2. Use Atlas-14 storm event modeling. Revise and resubmit.
3. Existing subcatchment areas are not defined by property lines. Include off site runoff draining onto the site. This cannot be blocked off and must be included in the modeling.



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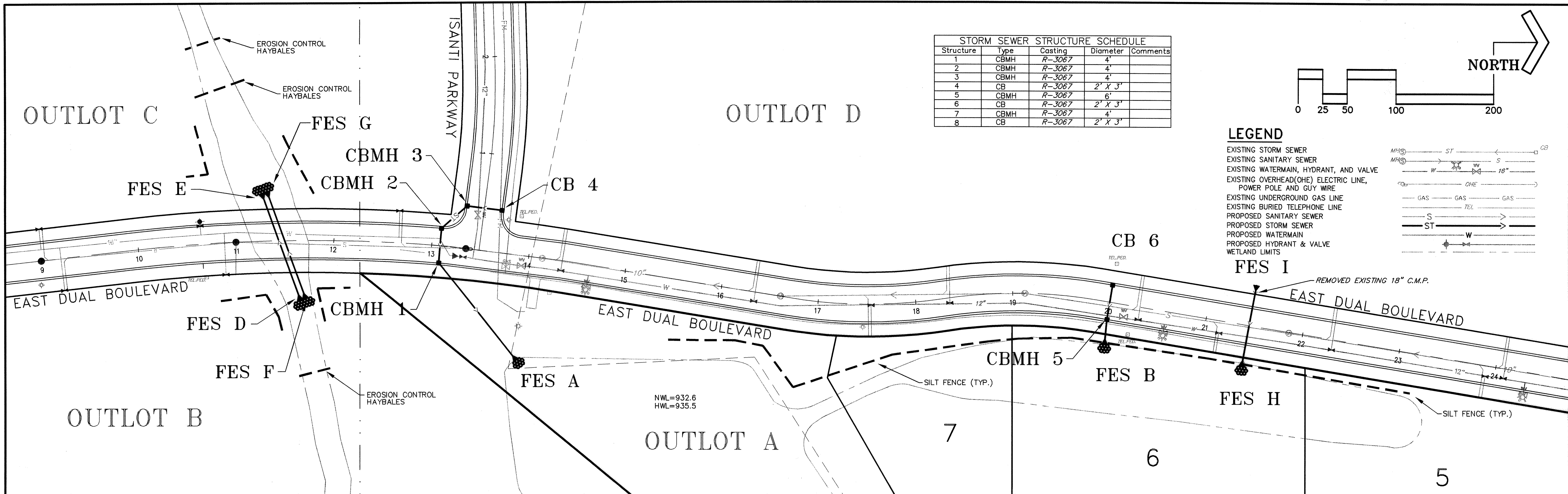
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4. Existing runoff does not appear to leave the site. From historical records it appears the site was originally supposed to discharge into a regional 18" culvert that has since been blocked off from the north. Given this pipe capacity and percentage of the drainage area going to this location, we can allow the 100-yr storm event to discharge **2.27 cfs** into the existing CB proposed to be connected to. The model currently appears to show 6.12 cfs.
5. Verify ground water will be over 3-feet below the bottom of all proposed infiltration basins. Provide geotechnical report showing this and have percolation tests completed to determine infiltration rate. Revise model as needed. Correct soil to not exceed maximum allowed infiltration rates.

We recommend approval of the site plan once the above items are addressed.

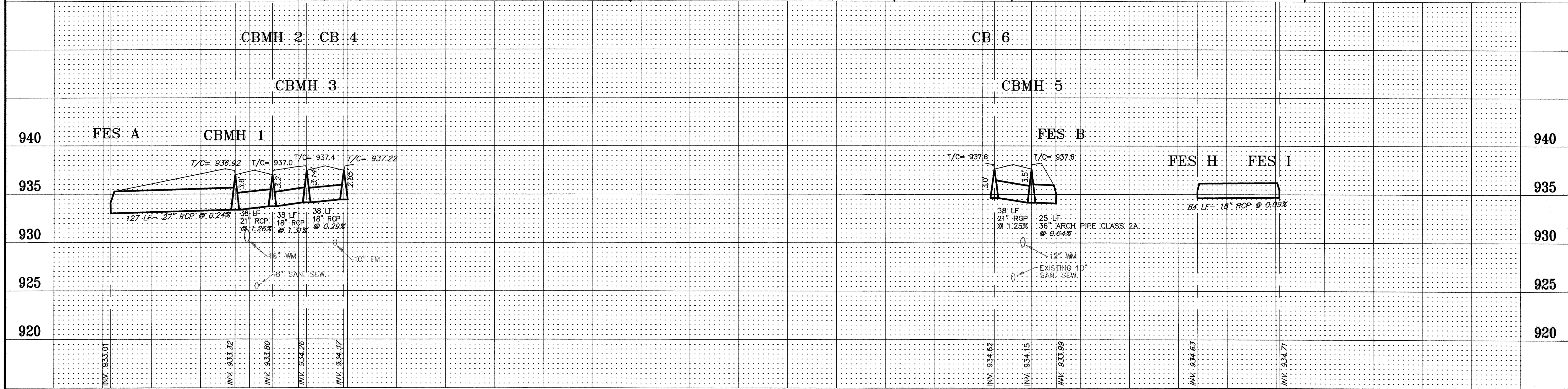
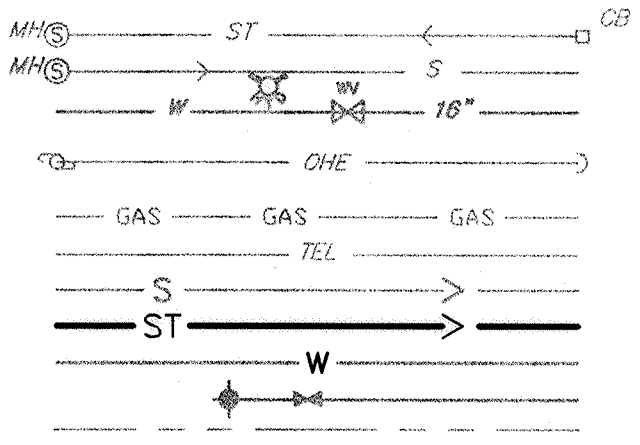
Please contact me if you have any questions.



STORM SEWER STRUCTURE SCHEDULE				
Structure	Type	Casting	Diameter	Comments
1	CBMH	R-3067	4'	
2	CBMH	R-3067	4'	
3	CBMH	R-3067	4'	
4	CB	R-3067	2' X 3'	
5	CBMH	R-3067	6'	
6	CB	R-3067	2' X 3'	
7	CBMH	R-3067	4'	
8	CB	R-3067	2' X 3'	

LEGEND

EXISTING STORM SEWER
EXISTING SANITARY SEWER
EXISTING WATERMAIN, HYDRANT, AND VALVE
EXISTING OVERHEAD(OHE) ELECTRIC LINE,
POWER POLE AND GUY WIRE
EXISTING UNDERGROUND GAS LINE
EXISTING BURIED TELEPHONE LINE
PROPOSED SANITARY SEWER
PROPOSED STORM SEWER
PROPOSED WATERMAIN
PROPOSED HYDRANT & VALVE
WETLAND LIMITS



NOTES:
1. PIPE LENGTHS INCLUDE F.E.S.
2. REINFORCED CONCRETE PIPE TO BE CLASS 5, UNLESS NOTED OTHERWISE.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE EXCAVATING CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONTRACTOR: HYDROCON, INC. RECORD PLAN:2004

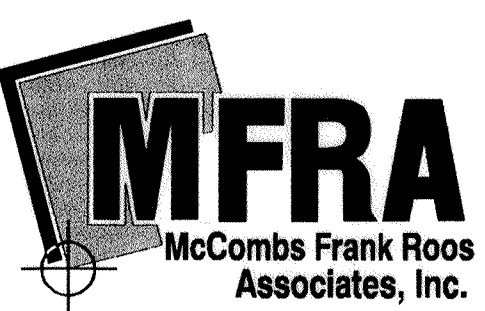
Revisions

No.	Date	By	Remarks
A	01/17/05	AFK	RECORD PLAN REVISION

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: *Jeffrey K. Roos*
Name: JEFFREY K. ROOS
Date: 3/10/03 License #: 10206

Scale: 1"=50'
Designed: DLK
Drawn: MRD
Date: 1/15/03
Checked: DLK
Approved: JJR



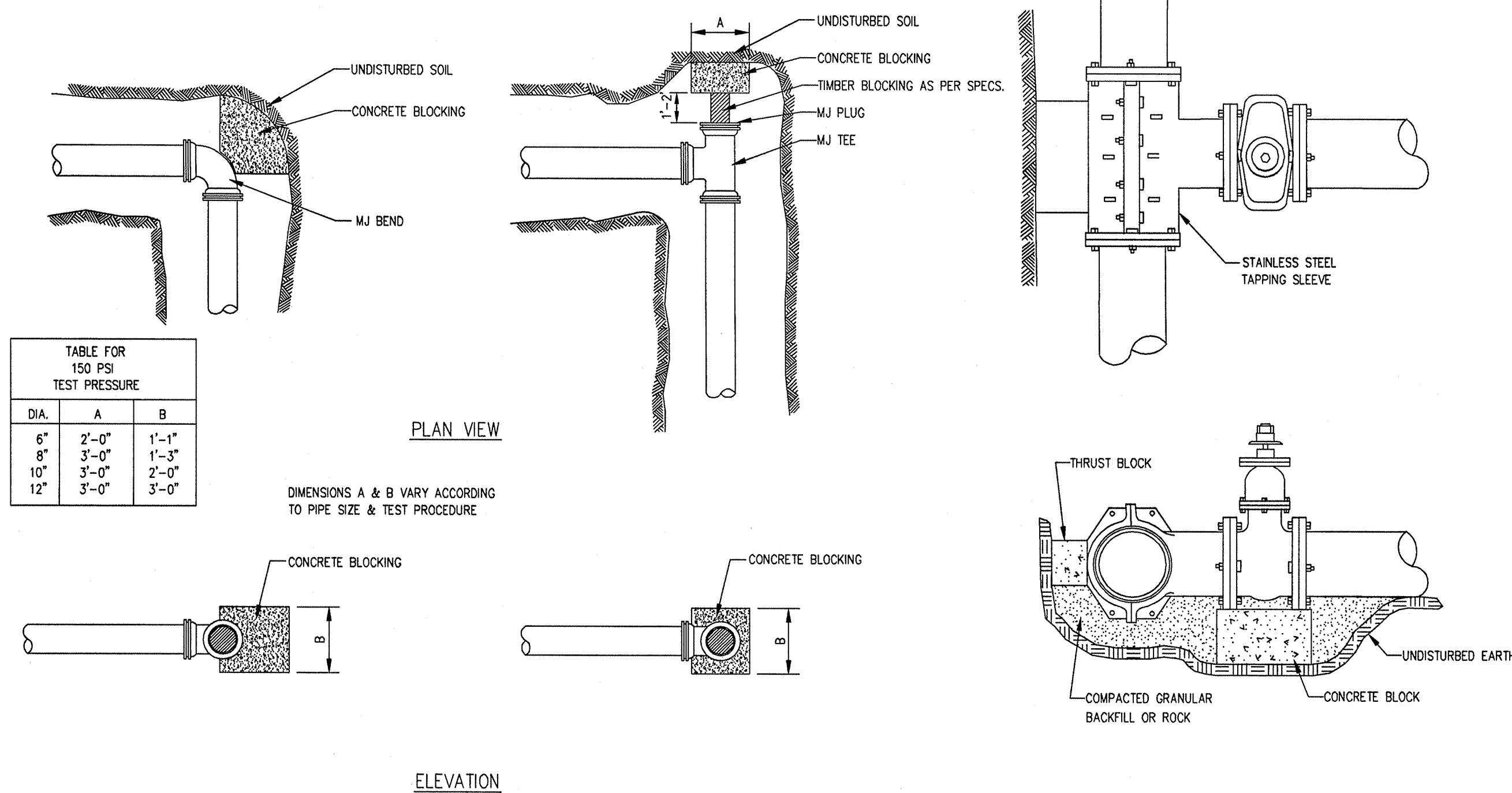
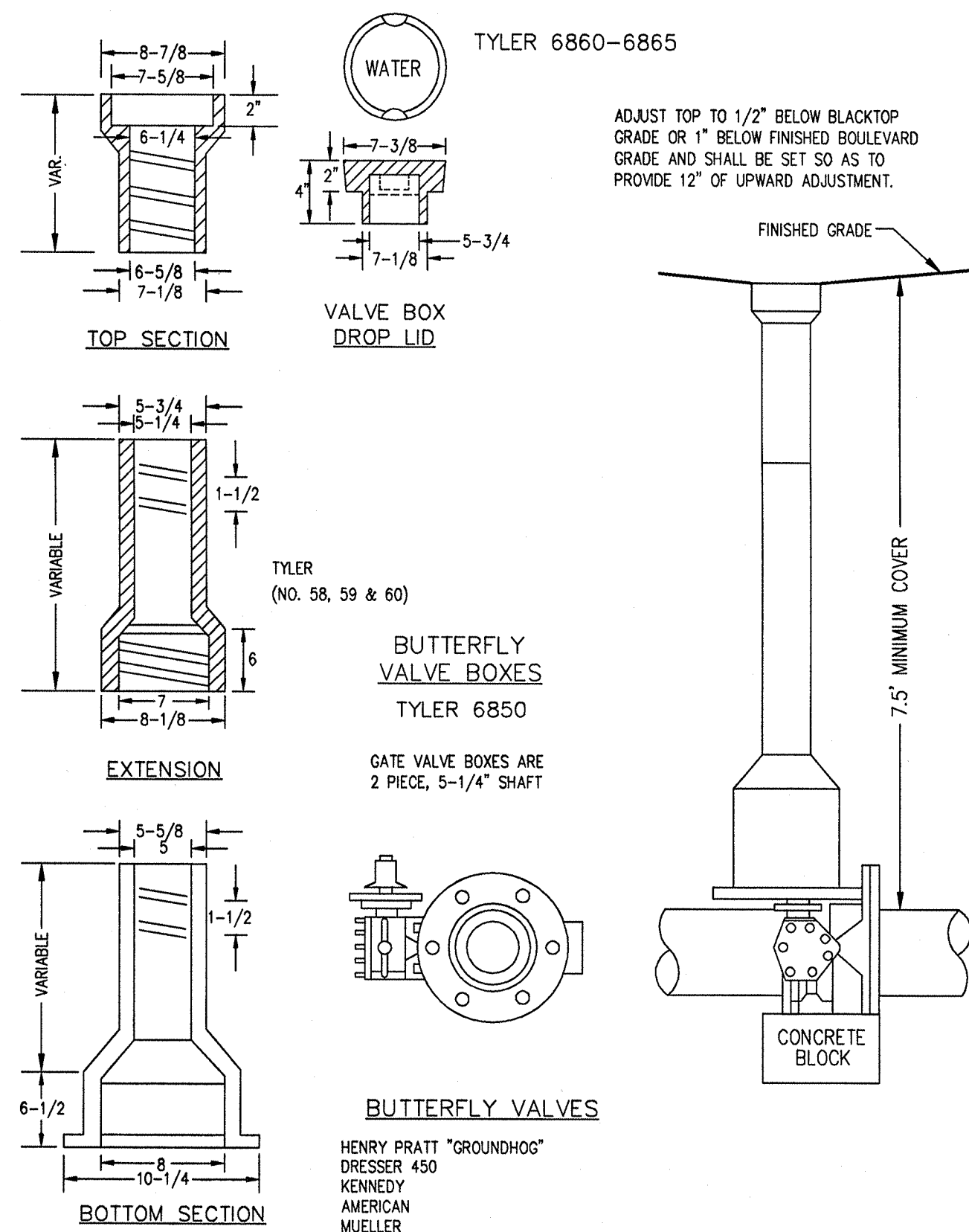
Engineering • Planning • Surveying
15050 23rd Avenue North • Plymouth, Minnesota • 55447
phone 763/476-6010 • fax 763/476-8532
E-Mail: mfra@mfra.com

Client
City of Isanti
Isanti, MN

Project
2003 Centennial Industrial Park
Street & Utility Improvements
Isanti, MN

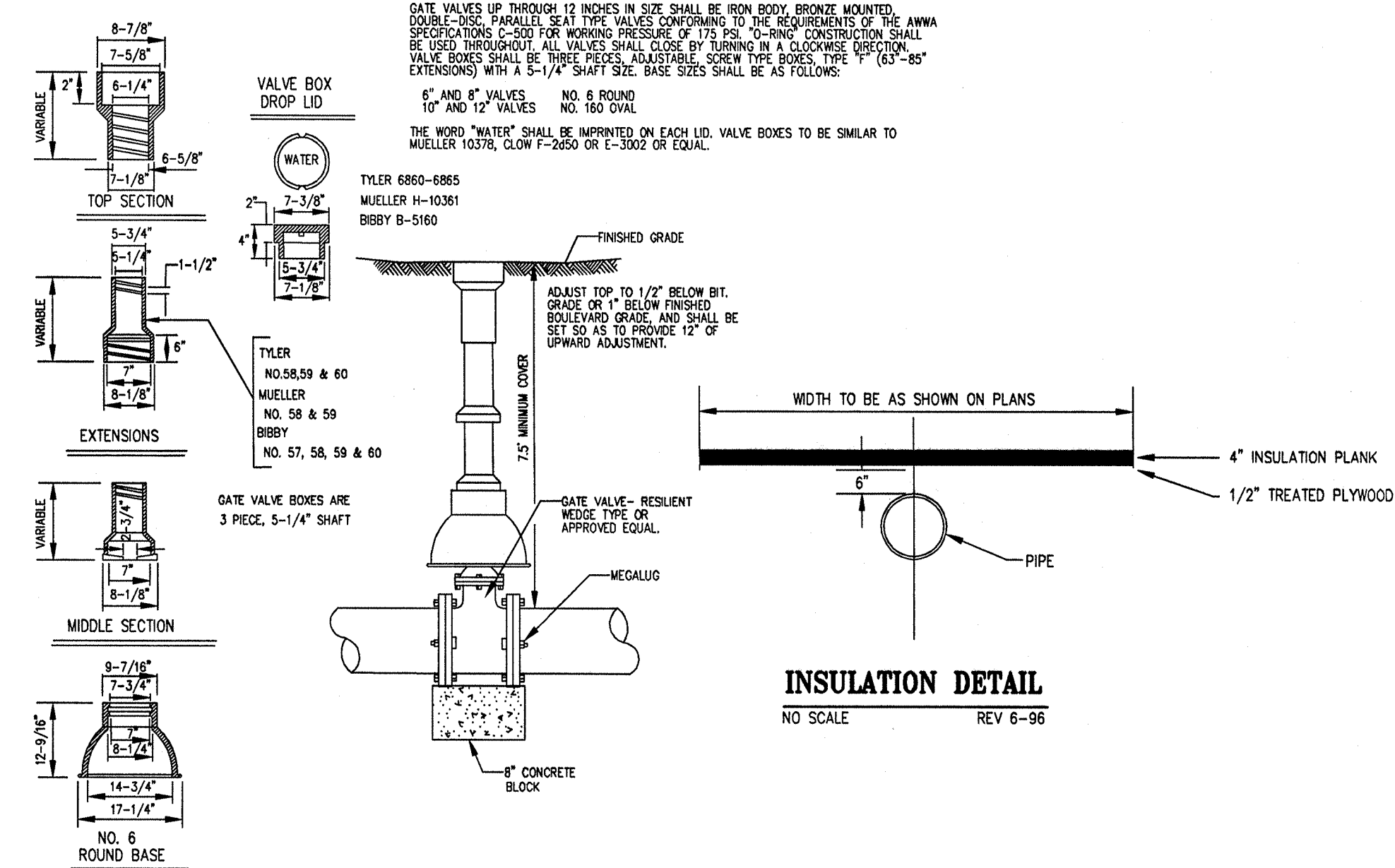
Sheet Title
Storm Sewer
Plan & Profile

Sheet
11/19
Revision
A
MFRA FILE NO.: 13938

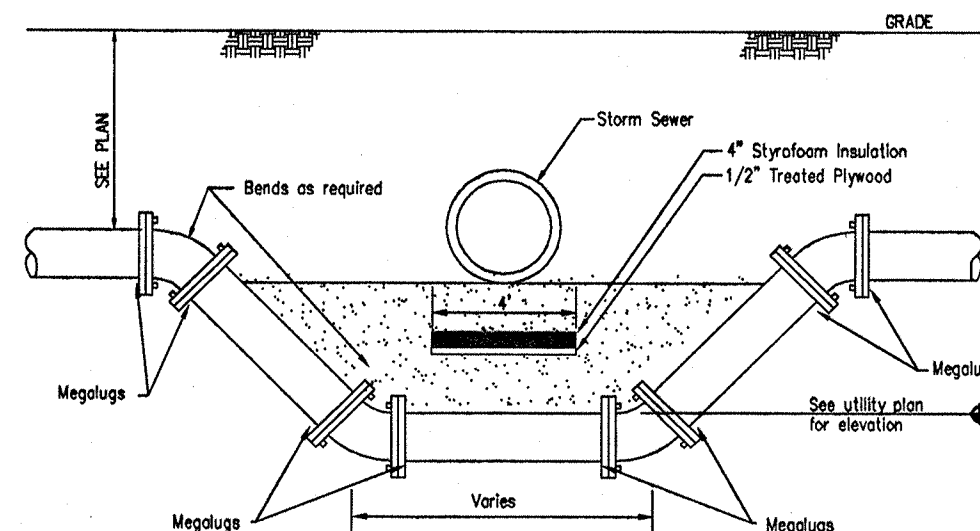


TYPICAL WATERMAIN BLOCKING
NO SCALE

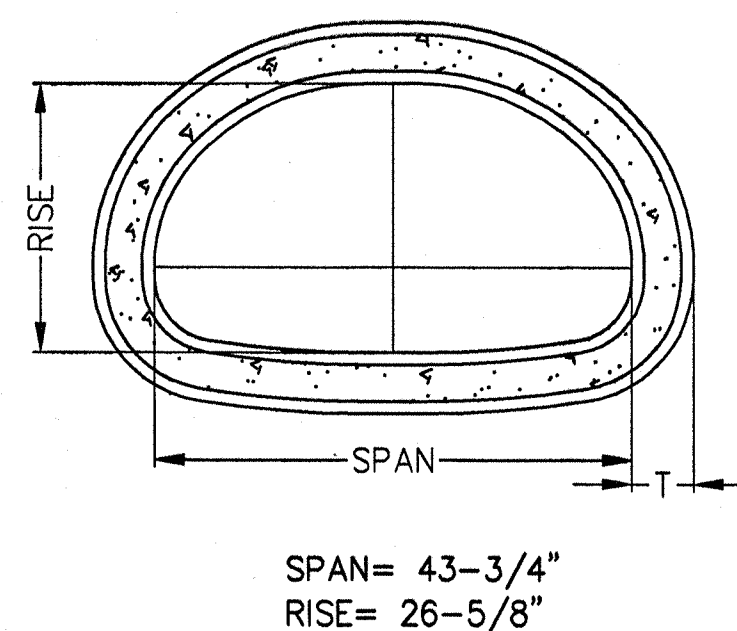
WATERMAIN WET TAP
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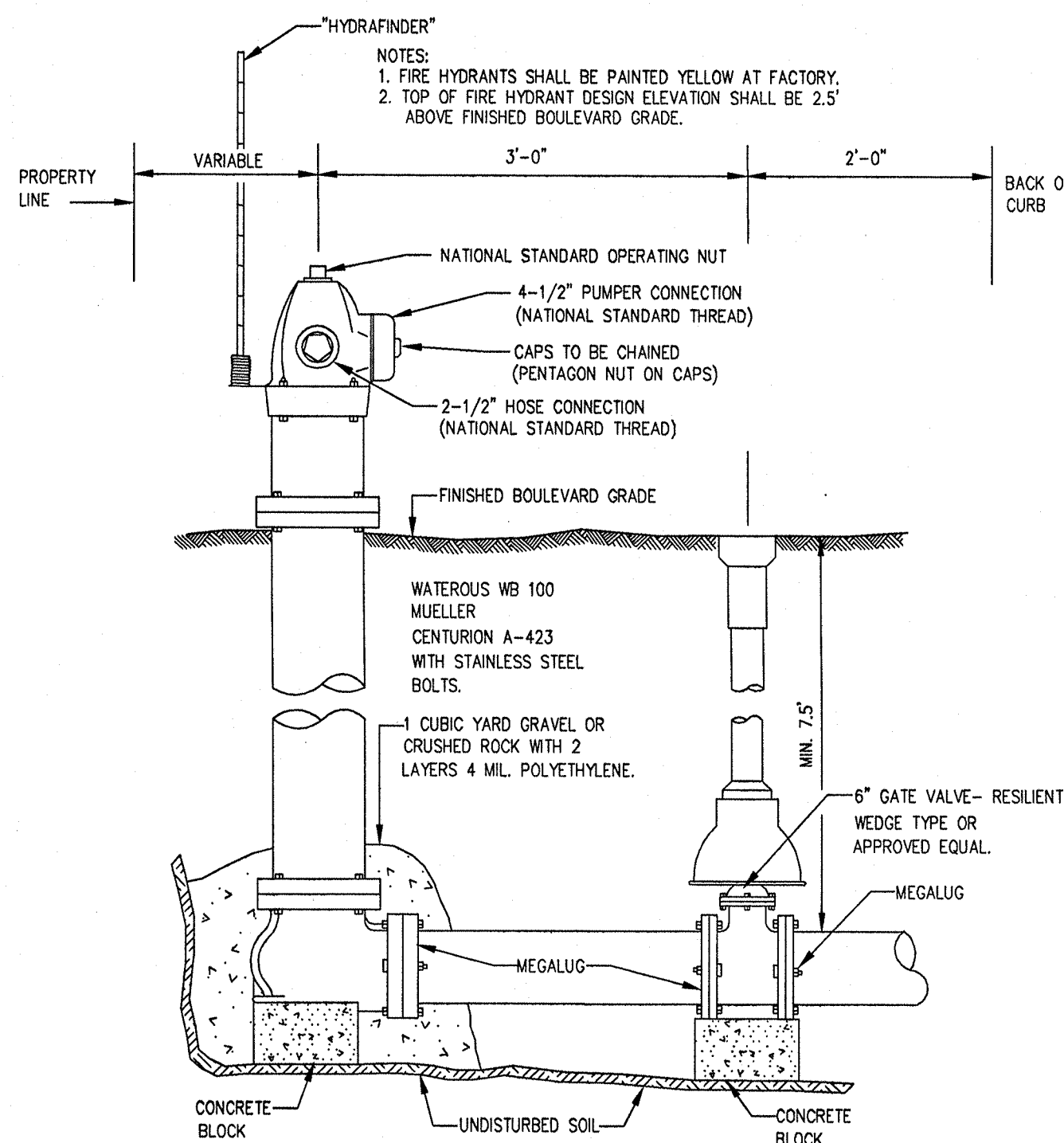
BUTTERFLY VALVE AND BOX
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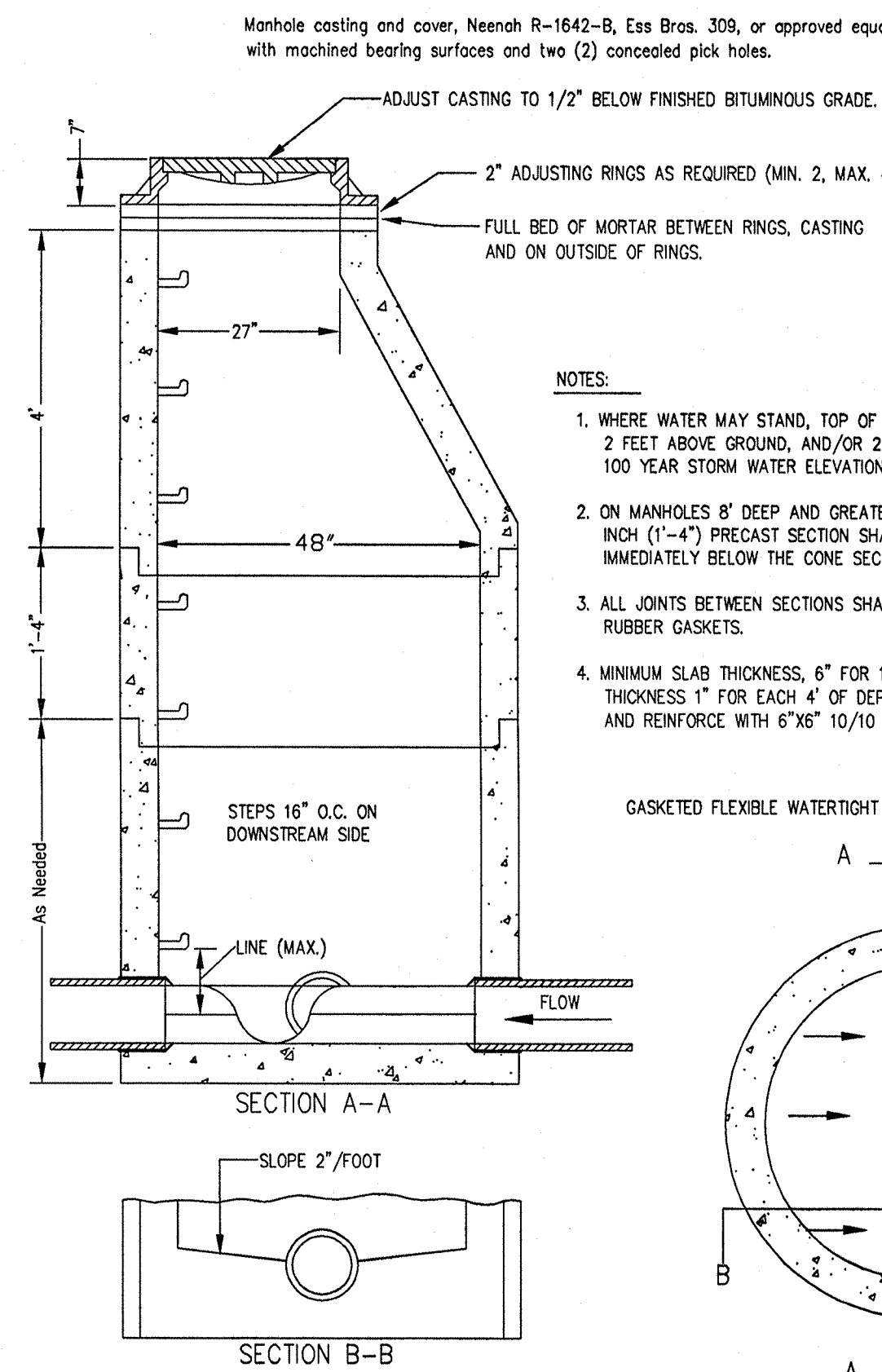
**INSULATION FOR WATERMAIN
INSTALLED UNDER STORM SEWER**
NO SCALE



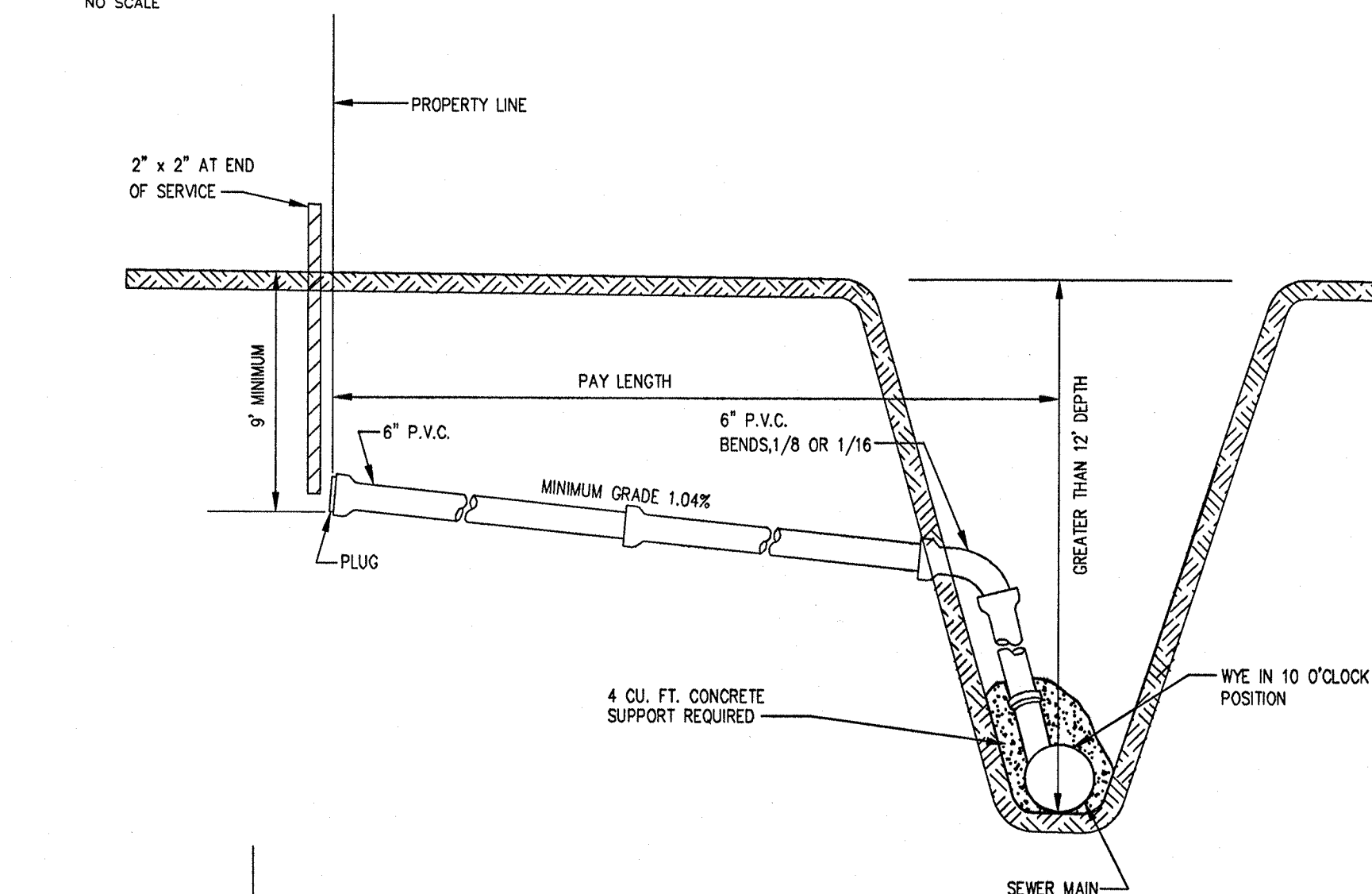
36" EQUIVALENT ARCH PIPE
NO SCALE



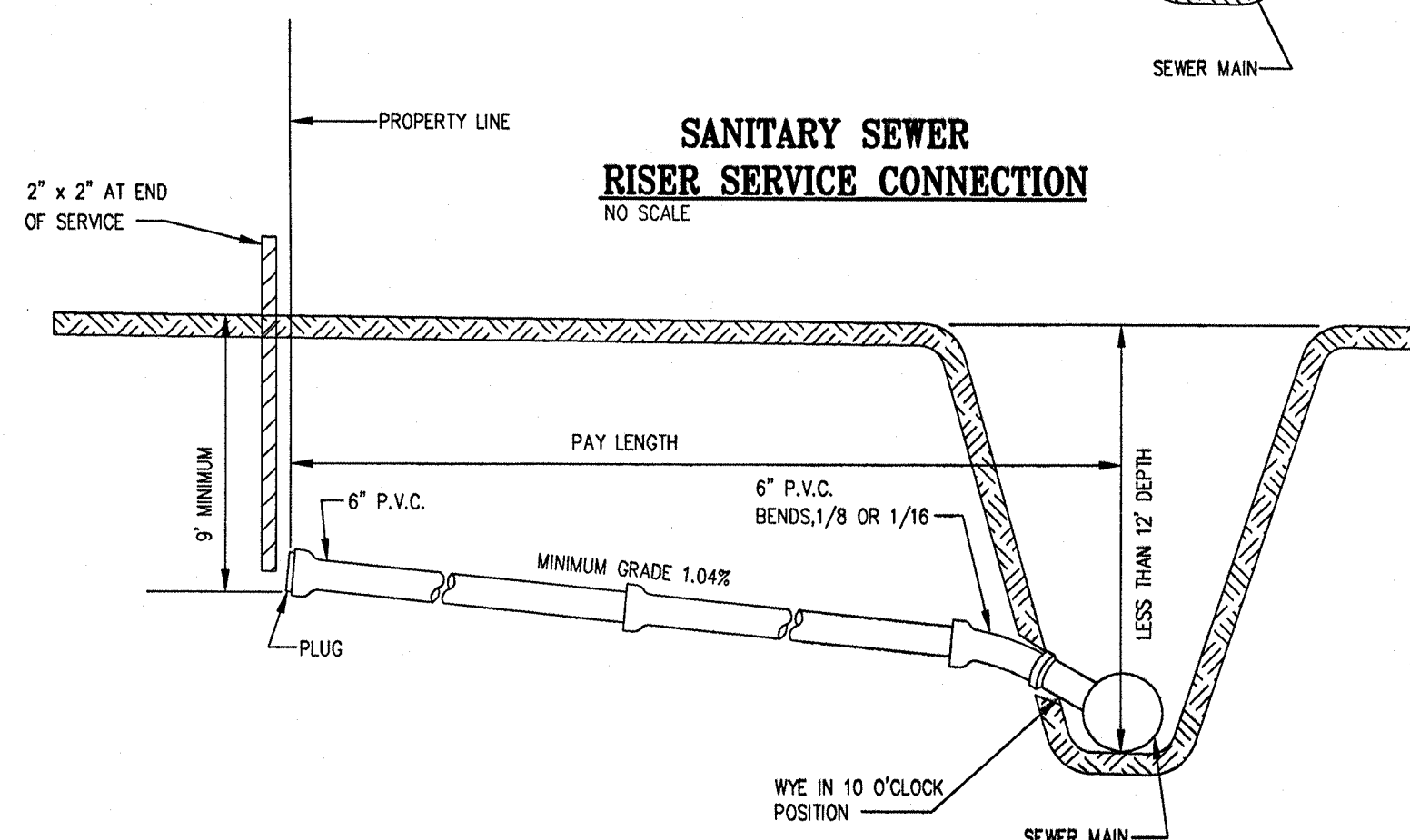
**TYPICAL FIRE HYDRANT AND
GATE VALVE INSTALLATION**
NO SCALE



STANDARD SANITARY SEWER MANHOLE
NO SCALE



**SANITARY SEWER
RISER SERVICE CONNECTION**
NO SCALE



**SANITARY SEWER
SERVICE CONNECTION**
NO SCALE

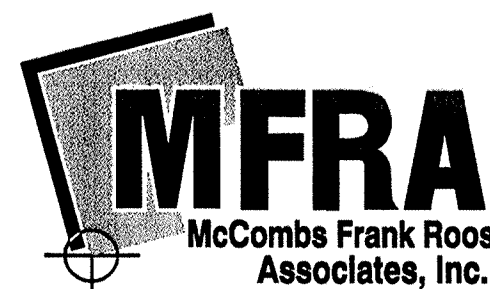
Revisions

No. Date By Remarks

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature *Jeffrey W. Roos*
Name JEFFREY W. ROOS
Date 3/10/03 License # 10206

Scale
Designed DLK
Drawn MRD
Date 1/15/03
Checked DLK
Approved JJR



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15050 23rd Avenue North • Plymouth, Minnesota • 55447
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E-Mail: mfra@mfra.com

Client

City of Isanti
Isanti, MN

Project

**2003 Centennial Industrial Park
Street & Utility Improvements**
Isanti, MN

Sheet Title

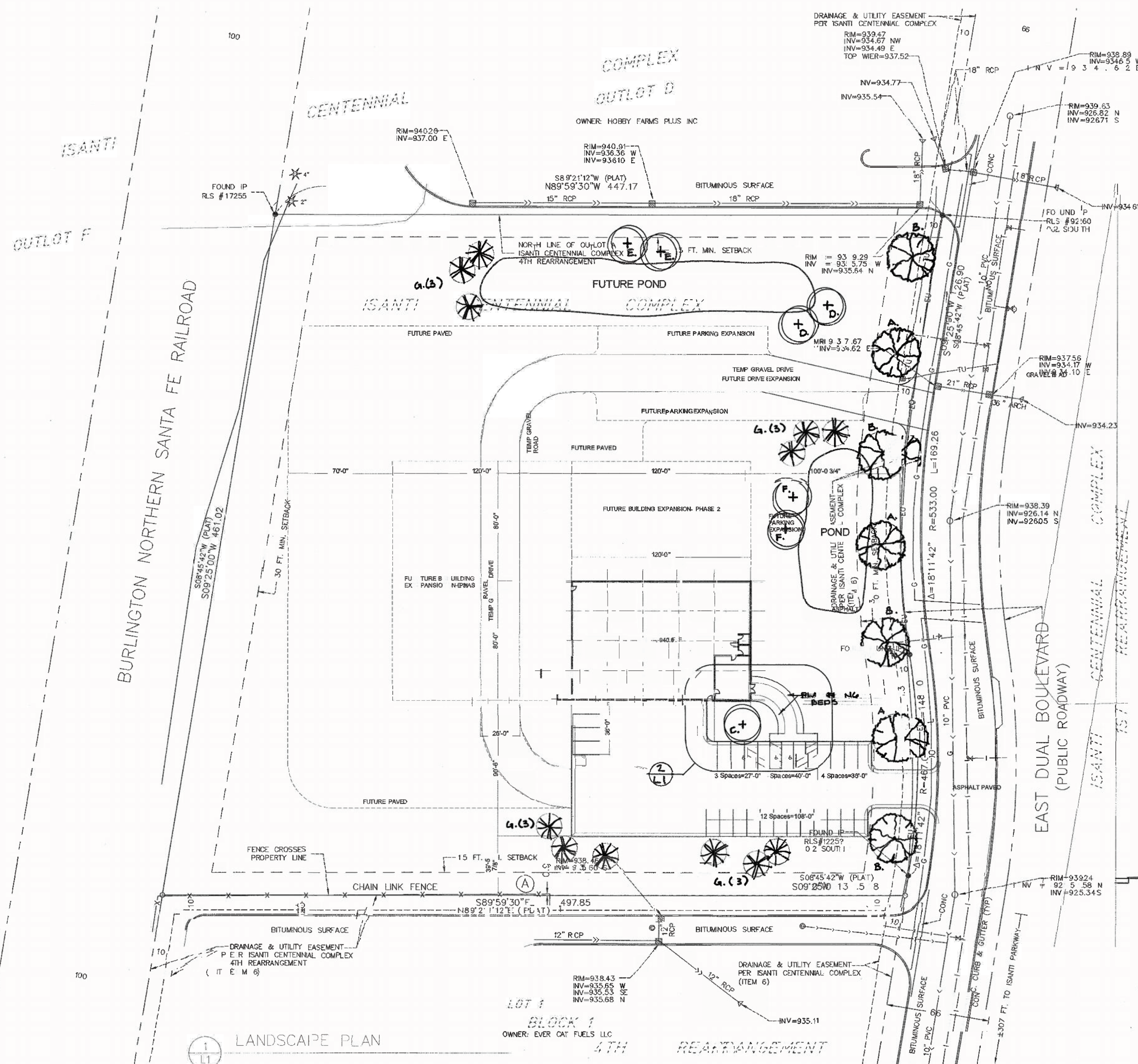
Details

Sheet

13/19

Revision

MFRA FILE NO.: 13938

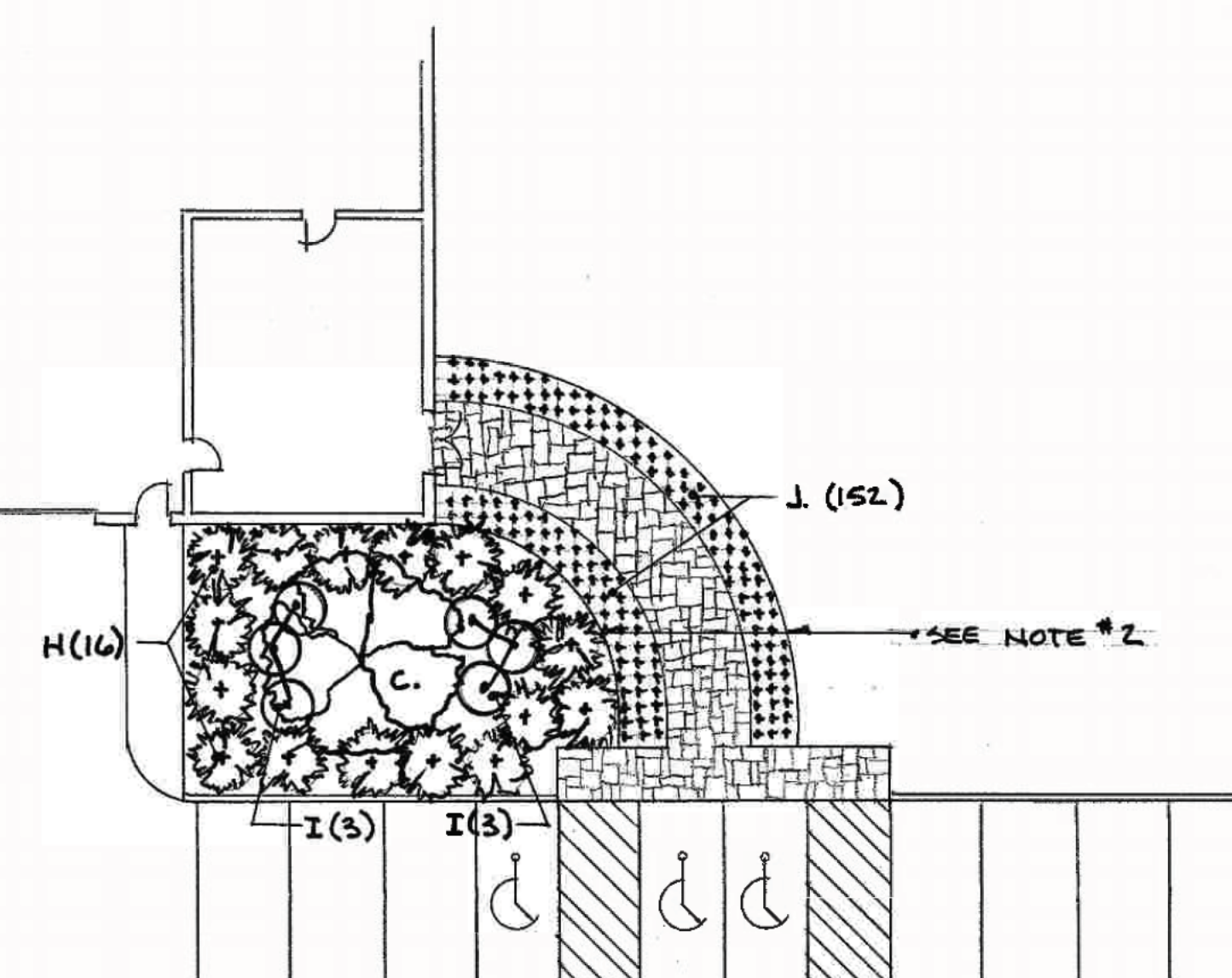


2 ENLARGED ENTRY PLAN
1/16" = 1'-0"

GENERAL NOTES:

1. Plant materials shall be guaranteed for a period of one (1) year - one time replacement.
2. All planting beds for shrubbery shall be bordered with "Minnesota Valley" black polyvinyl grass edging-properly staked in place at 4'-0" o.c. Beds shall receive 4" min. pea rock on 6 mil. Poly weed mat.
3. Contact Gopher State for U. G. utility locates prior to starting construction.
4. Install new weed mat and mulch in all new planting areas as required.
5. Note that all existing plants which are noted to be removed, shall be relocated on site and shall be transplanted in the areas designated for the new planters or plant locations. Verify all plants and areas designated for replacing with the field supervisor on site, prior to performing this work.
6. Expose plant flare & set at grade. Remove burlap & ropes from top 1/3rd of the root ball, cut wire basket down to 2nd horizontal wire from the bottom (dispose off-site).
7. Landscaping Contractor shall maintain trees in a plumb vertical position throughout the required maintenance period.

Landscape Schedule		
Code	Plant Material (Botanical Name)	Plant Size
A.	Autumn Blaze Maple - Acer Freemanii "Autumn Blaze"	2.5" o B & B
B.	Yellow Common Hackberry - Celtis Occidentalis	2.5" o B & B
C.	Skyline Locust - Gladstia triacanthos f. inermis "Skyline"	2.0" o B & B
D.	Autumn Gold Ginkgo - Ginkgo Biloba "Autumn Gold"	2.0" o B & B
E.	Sparkler Crab - mahus "Sparkler"	2.0" o B & B
F.	Flowering Crab - "Dolgo Dessert"	1.5" o B & B
G.	Black Hills Spruce - Picea flauca var. "Desata"	6' - 7' B & B
H.	Seagreen Juniper- Juniperus Chinensis "Seagreen"	2 gal. potted
I.	Gold Flame Spirea - Bumalda "Gold Flame"	2 gal. potted
J.	Sedum (Dragons Blood) - Spurium	.5 gal potted



Project Title
BP METALS

Address
**825 E Dual Blvd
Isanti, MN 55040**

Contact
Jeff Hafferman
Phone
763-316-5342
E-mail
jeff@architectmn.com



Commission Number
18-029
Date
09/04/21

Drawn: KG
Checked: WB

Becklin & Whitney
Consulting Engineers, Inc.
139 1st Ave. E, Suite 100
P.O. Box 471
Cambridge, MN 55008
Phone: (763) 689-5631
Fax: (763) 552-5631

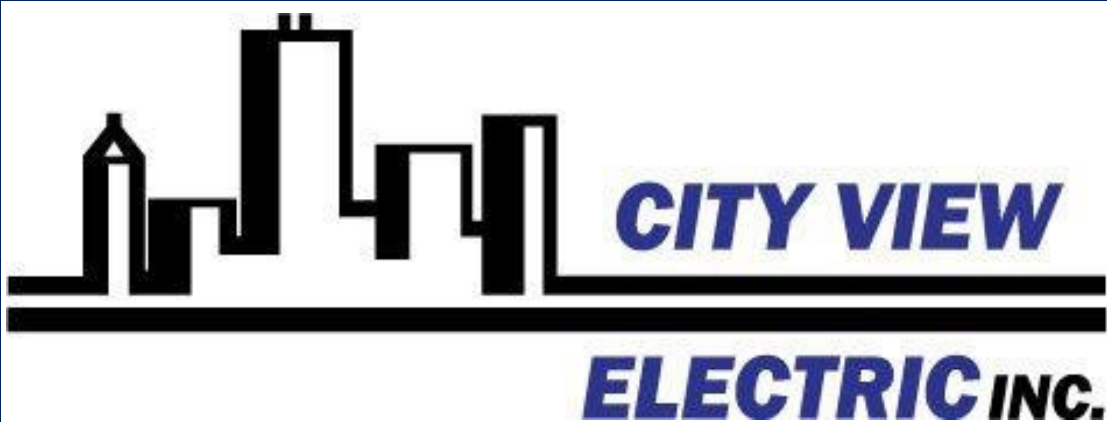
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

JERRY W. ANDERSON
DATE: JUNE 15, 2021
LIC. NO. 13639

Sheet Name
LANDSCAPE PLAN

Sheet
Paper Size: 22x34

L1



BP Metals

825 E Dual Blvd NE
Isanti, MN 55040

Lighting Submittal

Dave Carlson
City View Electric, Inc.
14309 Lake Drive NE
Columbus, MN 55025
Phone 651.659.9496 • Fax 651.659.0905
cityviewelectric.com



RSX1 LED Area Luminaire

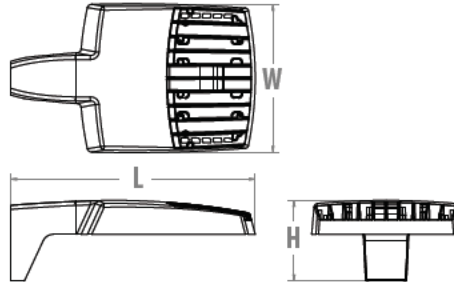


Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA (ft ² @0°):	0.57 ft ² (0.05 m ²)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Ordering Information

EXAMPLE: RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED					
Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX1 LED	P1	30K 3000K	R2 Type 2 Wide	MVOLT (120V-277V) ²	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°)
	P2	40K 4000K	R3 Type 3 Wide	HVOLT (347V-480V) ³	RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 120°)
	P3	50K 5000K	R3S Type 3 Short	XVOLT (277V-480V) ⁴	MA Mast arm adaptor (fits 2-3/8" OD horizontal tenon)
	P4		R4 Type 4 Wide	(use specific voltage for options as noted)	IS Adjustable slipfitter (fits 2-3/8" OD tenon) ⁶
			R4S Type 4 Short	120 ³ 277 ⁵	WBA Wall bracket ¹
			R5 Type 5 Wide ¹	208 ³ 347 ⁵	WBASC Wall bracket with surface conduit box
			R5S Type 5 Short ¹	240 ³ 480 ⁵	AASP Adjustable tilt arm square pole mounting ⁶
			AFR Automotive Front Row		AARP Adjustable tilt arm round pole mounting ⁶
			AFRR90 Automotive Front Row Right Rotated		AAWB Adjustable tilt arm with wall bracket ⁶
			AFRL90 Automotive Front Row Left Rotated		AAWSC Adjustable tilt arm wall bracket and surface conduit box ⁶

Options			Finish
Shipped Installed HS House-side shield ⁷ PE Photocontrol, button style ^{8,9} PEX Photocontrol external threaded, adjustable ^{9,10} PER7 Seven-wire twist-lock receptacle only (no controls) ^{9,11,12,13} CE34 Conduit entry 3/4" NPT (Qty 2) SF Single fuse (120, 277, 347) ⁵ DF Double fuse (208, 240, 480) ⁵ SPD20KV 20KV Surge pack (10KV standard) FAO Field adjustable output ^{9,13} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ^{9,13}			DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured Dark Bronze DBLTXD Textured Black DNATXD Textured Natural Aluminum DWHGXD Textured White
Shipped Installed *Standalone and Networked Sensors/Controls (factory default settings, see table page 9) NLTAIR2 nLight AIR generation 2 ^{13,14,15} PIRHN Networked, Bi-Level motion/ambient sensor (for use with NLTAIR2) ^{13,15,16} *Note: PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted. Shipped Separately (requires some field assembly) EGS External glare shield ⁷ EGFV External glare full visor (360° around light aperture) ⁷ BS Bird spikes ¹⁷			



COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.acuitybrands.com
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Lithonia RSX1 Area LED
Rev. 02/24/21
Page 1 of 9

Ordering Information

Accessories

Ordered and shipped separately.

RSX1HS	RSX1 House side shield (includes 1 shield)
RSX1HSAFRR U	RSX1 House side shield for AFR rotated optics (includes 1 shield)
RSX1EGS (FINISH) U	External glare shield (specify finish)
RSX1EGV (FINISH) U	External glare full visor (specify finish)
RSXRPA (FINISH) U	RSX Universal round pole adaptor plate (specify finish)
RSXWBA (FINISH) U	RSXWBA wall bracket (specify finish) ¹
RSXSCB (FINISH) U	RSX Surface conduit box (specify finish, for use with WBA, WBA not included)
DLL127F 1.5 JU	Photocell -SSL twist-lock (120-277V) ¹¹
DLL347F 1.5 CUL JU	Photocell -SSL twist-lock (347V) ¹¹
DLL480F 1.5 CUL JU	Photocell -SSL twist-lock (480V) ¹¹
DSHORT SBK U	Shorting cap ¹¹

NOTES

- Any Type 5 distribution, is not available with WBA.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- XVOLT driver not available with P1 or P2. XVOLT driver operates on any line voltage from 277V-480V (50/60 Hz). XVOLT not available with fusing (SF or DF) and not available with PE or PEX.
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Maximum tilt is 90° above horizontal.
- It may be ordered as an accessory.
- Requires MVOLT or 347V.
- Not available in combination with other light sensing control options (following options cannot be combined: PE, PEX, PER7, FAO, DMG, PIRHN).
- Requires 120V, 208V, 240V or 277V.
- Twistlock photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap Included. Dimming leads capped for future use.
- For units with option PER7, the mounting must be restricted to +/- 45° from horizontal aim per ANSI C136.10-2010.
- Two or more of the following options cannot be combined including DMG, PER7, FAO and PIRHN.
- Must be ordered with PIRHN.
- Requires MVOLT or HVOLT.
- Must be ordered with NLTAR2. For additional information on PIRHN visit [here](#).
- Must be ordered with fixture for factory pre-drilling.
- Requires luminaire to be specified with PER7 option. Ordered and shipped as a separate line item from Acuity Brands Controls.

External Shields



House Side Shield



External Glare Shield

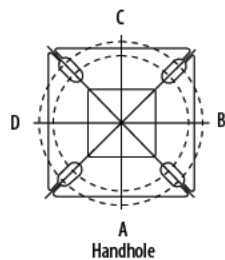


External 360 Full Visor

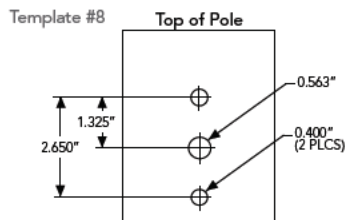
Pole/Mounting Information

Accessories including bullhorns, cross arms and other adapters are available under the accessories tab at Lithonia's Outdoor Poles and Arms product page. Click here to visit [Accessories](#).

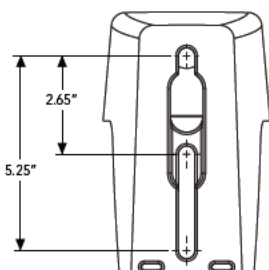
HANDHOLE ORIENTATION



RSX POLE DRILLING



RSX STANDARD ARM & ADJUSTABLE ARM



Round Tenon Mount - Pole Top Slipfitters

Tenon O.D.	RSX Mounting	Single	2 @ 180°	2 @ 90°	3 @ 120°	3 @ 90°	4 @ 90°
2 - 3/8"	RPA, AARP	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 320	AS3-5 390	AS3-5 490
2 - 7/8"	RPA, AARP	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	RPA, AARP	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

Drill/Side Location by Configuration Type

Drilling Template	Mounting Option	Single	2 @ 180	2 @ 90	3 @ 120	3 @ 90	4 @ 90
	Head Location	Side B	Side B & D	Side B & C	Round Pole Only	Side B, C & D	Side A, B, C & D
#8	Drill Nomenclature	DM19AS	DM28AS	DM29AS	DM32AS	DM39AS	DM49AS

RSX1 - Luminaire EPA

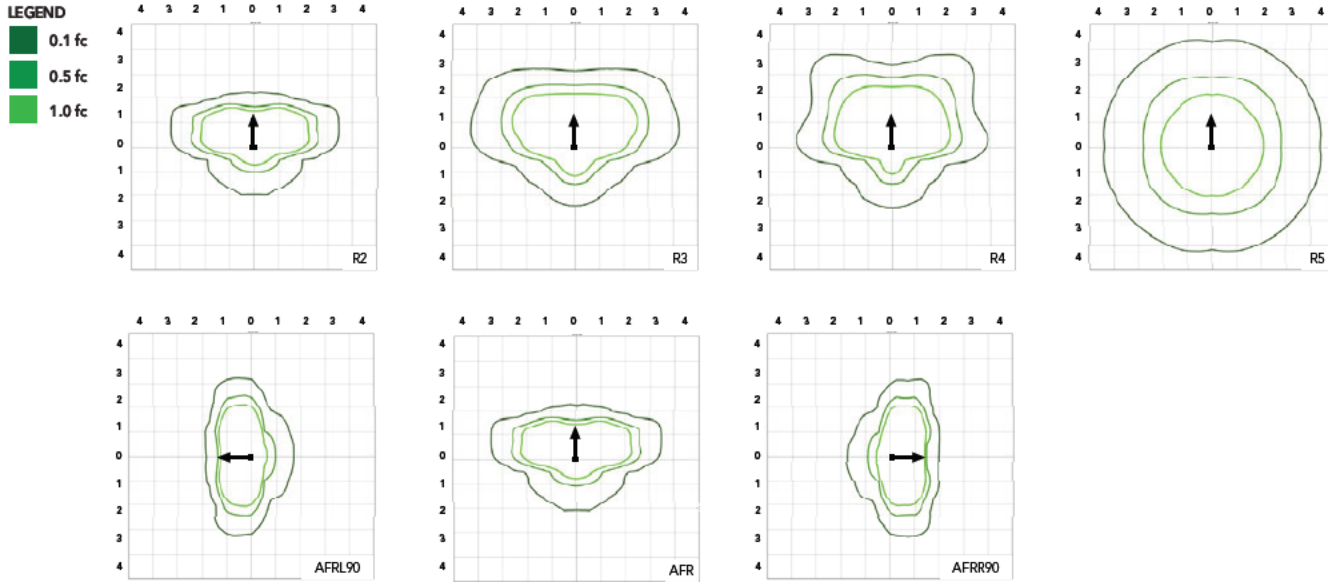
*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration		Single	2 @ 90	2 @ 180	3 @ 90	3 @ 120	4 @ 90	2 Side by Side	3 Side by Side	4 Side by Side
Mounting Type	Tilt									
SPA - Square Pole Adaptor	0°	0.57	1.03	1.05	1.52	1.36	2.03	1.31	1.7	2.26
RPA - Round Pole Adaptor		0.62	1.08	1.15	1.62	1.46	2.13	1.36	1.8	2.36
MA - Mast Arm Adaptor		0.49	0.95	0.89	1.36	1.2	1.87	1.23	1.54	2.1
IS - Integral Slipfitter AASP/AARP - Adjustable Arm Square/Round Pole	0°	0.57	1.03	1.05	1.52	1.36	2.03	1.31	1.7	2.26
	10°	0.68	1.34	1.33	2	1.74	2.64	1.35	2.03	2.71
	20°	0.87	1.71	1.73	2.56	2.26	3.42	1.75	2.62	3.49
	30°	1.24	2.19	2.3	3.21	2.87	4.36	2.49	3.73	4.97
	40°	1.81	2.68	2.98	3.85	3.68	5.30	3.62	5.43	7.24
	45°	2.11	2.92	3.44	4.2	4.08	5.77	4.22	6.33	8.44
	50°	2.31	3.17	3.72	4.52	4.44	6.26	4.62	6.94	9.25
	60°	2.71	3.66	4.38	5.21	5.15	7.24	5.43	8.14	10.86
	70°	2.78	3.98	4.54	5.67	5.47	7.91	5.52	8.27	11.03
	80°	2.76	4.18	4.62	5.97	5.76	8.31	5.51	8.27	11.03
	90°	2.73	4.25	4.64	6.11	5.91	8.47	5.45	8.18	10.97

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [RSX Area homepage](#).

Isofootcandle plots for the RSX1 LED P4 40K. Distances are in units of mounting height (20').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97
45°C	113°F	0.96
50°C	122°F	0.95

Electrical Load

Performance Package	System Watts (W)	Current (A)					
		120V	208V	240V	277V	347V	480V
P1	51W	0.42	0.25	0.21	0.19	0.14	0.11
P2	72W	0.60	0.35	0.30	0.26	0.21	0.15
P3	109W	0.91	0.52	0.45	0.39	0.31	0.23
P4	133W	1.11	0.64	0.55	0.48	0.38	0.27

Projected LED Lumen Maintenance

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.97	>0.95	>0.92

Values calculated according to IESNA TM-21-11 methodology and valid up to 40°C.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

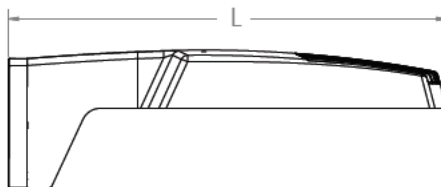
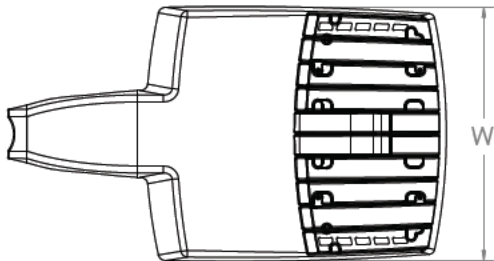
Performance Package	System Watts	Distribution Type	30K (3000K, 70 CRI)					40K (4000K, 70 CRI)					50K (5000K, 70 CRI)				
			Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	51W	R2	6,482	1	0	1	126	7,121	1	0	1	139	7,121	1	0	1	139
		R3	6,459	1	0	2	127	7,096	1	0	2	139	7,096	1	0	2	139
		R35	6,631	1	0	1	129	7,286	1	0	2	142	7,286	1	0	2	142
		R4	6,543	1	0	2	128	7,189	1	0	2	141	7,189	1	0	2	141
		R45	6,313	1	0	1	124	6,936	1	0	1	136	6,936	1	0	1	136
		R5	6,631	3	0	2	130	7,286	3	0	2	143	7,286	3	0	2	143
		R55	6,807	3	0	1	133	7,479	3	0	1	147	7,479	3	0	1	147
		AFR	6,473	1	0	1	127	7,112	1	0	1	139	7,112	1	0	1	139
		AFRR90	6,535	2	0	2	127	7,179	2	0	2	140	7,179	2	0	2	140
		AFRL90	6,562	2	0	1	128	7,210	2	0	1	140	7,210	2	0	2	140
P2	72W	R2	8,991	2	0	1	123	9,878	2	0	1	135	9,878	2	0	1	135
		R3	8,959	2	0	2	124	9,843	2	0	2	137	9,843	2	0	2	137
		R35	9,198	2	0	2	126	10,106	2	0	2	139	10,106	2	0	2	139
		R4	9,077	2	0	2	126	9,972	2	0	2	139	9,972	2	0	2	139
		R45	8,757	1	0	2	122	9,622	2	0	2	134	9,622	2	0	2	134
		R5	9,198	4	0	2	128	10,106	4	0	2	140	10,106	4	0	2	140
		R55	9,443	3	0	1	131	10,374	3	0	1	144	10,374	3	0	1	144
		AFR	8,979	2	0	1	125	9,865	2	0	1	137	9,865	2	0	1	137
		AFRR90	9,064	3	0	2	124	9,959	3	0	2	137	9,959	3	0	2	137
		AFRL90	9,102	3	0	2	125	10,001	3	0	2	137	10,001	3	0	2	137
P3	109W	R2	12,808	2	0	1	117	14,072	2	0	2	129	14,072	2	0	2	129
		R3	12,763	2	0	2	117	14,023	2	0	2	129	14,023	2	0	2	129
		R35	13,104	2	0	2	120	14,397	2	0	2	132	14,397	2	0	2	132
		R4	12,930	2	0	2	119	14,206	2	0	2	130	14,206	2	0	2	130
		R45	12,475	2	0	2	114	13,707	2	0	2	126	13,707	2	0	2	126
		R5	13,104	4	0	2	120	14,397	4	0	2	132	14,397	4	0	2	132
		R55	13,452	3	0	2	123	14,779	3	0	2	136	14,779	3	0	2	136
		AFR	12,791	2	0	1	117	14,053	2	0	2	129	14,053	2	0	2	129
		AFRR90	12,913	3	0	3	118	14,187	3	0	3	130	14,187	3	0	3	130
		AFRL90	12,967	3	0	2	118	14,247	3	0	3	130	14,247	3	0	3	130
P4	133W	R2	14,943	2	0	2	112	16,417	2	0	2	123	16,417	2	0	2	123
		R3	14,890	2	0	3	112	16,360	2	0	3	123	16,360	2	0	3	123
		R35	15,287	2	0	2	115	16,796	2	0	2	126	16,796	2	0	2	126
		R4	15,085	2	0	3	113	16,574	2	0	3	125	16,574	2	0	3	125
		R45	14,554	2	0	2	109	15,991	2	0	2	120	15,991	2	0	2	120
		R5	15,287	4	0	2	115	16,796	4	0	2	126	16,796	4	0	2	126
		R55	15,693	4	0	2	118	17,242	4	0	2	130	17,242	4	0	2	130
		AFR	14,923	2	0	2	112	16,395	2	0	2	123	16,395	2	0	2	123
		AFRR90	15,065	3	0	3	113	16,551	3	0	3	124	16,551	3	0	3	124
		AFRL90	15,128	3	0	3	114	16,621	3	0	3	125	16,621	3	0	3	125

Dimensions & Weights

Luminaire Weight by Mounting Type

Mounting Configuration	Total Luminaire Weight
SPA	22 lbs
RPA	24 lbs
MA	22 lbs
WBA	25 lbs
WBASC	28 lbs
IS	25 lbs
AASP	25 lbs
AARP	27 lbs
AAWB	28 lbs
AAWSC	31 lbs

RSX1 with Round Pole Adapter (RPA)

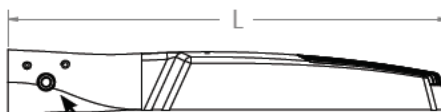
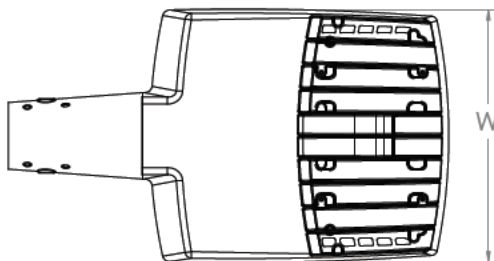


Note: RPA — Round Pole mount can also be used to mount on square poles by omitting the round pole adapter plate shown here.



Length: 22.8" (57.9 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.2" (18.4 cm) Arm

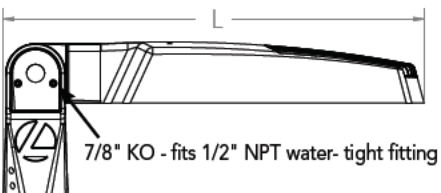
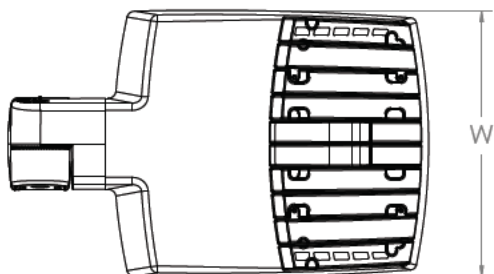
RSX1 with Mast Arm Adapter (MA)



7/16" locking thru bolt/nut provided

Length: 23.2" (59.1 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
3.5" (8.9 cm) Arm

RSX1 with Adjustable Slipfitter (IS)



7/8" KO - fits 1/2" NPT water-tight fitting

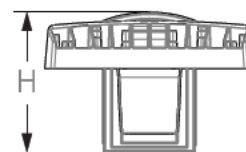
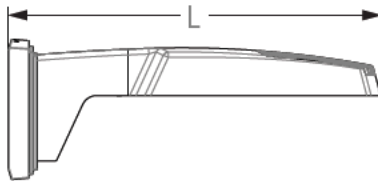
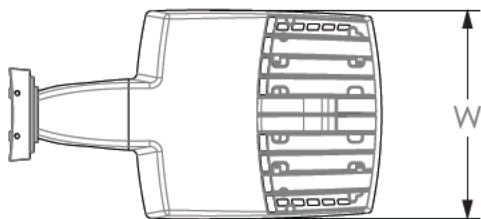
Length: 20.7" (52.7 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
7.6" (19.3 cm) Arm



COMMERCIAL OUTDOOR

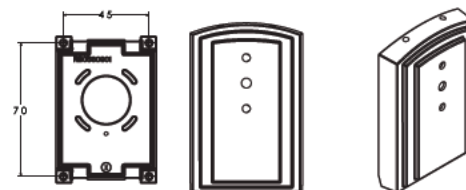
Dimensions

RSX1 with Wall Bracket (WBA)

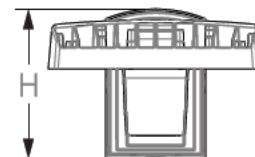
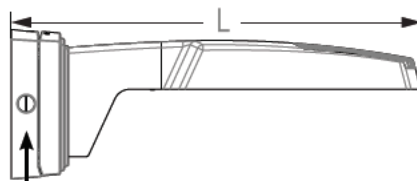
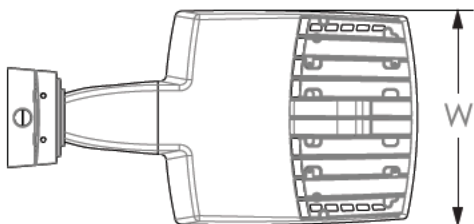


Length: 23.6" (59.9 cm)
 Width: 13.3" (33.8 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

Wall Bracket (WBA) Mounting Detail



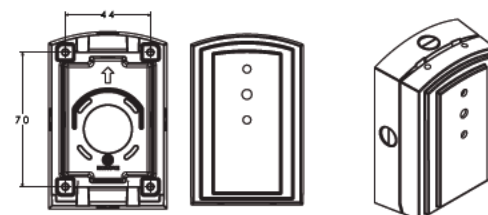
RSX1 with Wall Bracket with Surface Conduit Box (WBASC)



3/4" NPT taps with plugs - Qty (4) provided

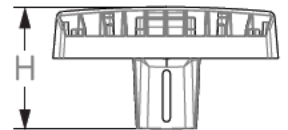
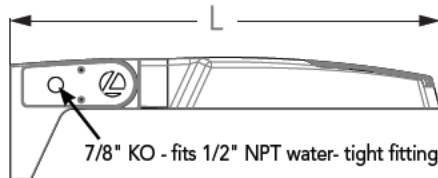
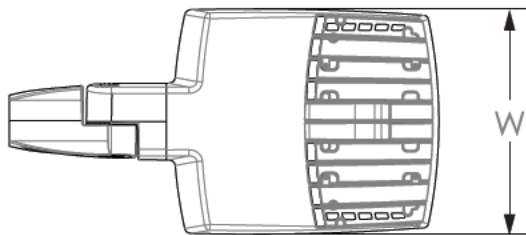
Length: 25.3" (64.3 cm)
 Width: 13.3" (33.8 cm)
 Height: 3.0" (7.6 cm) Main Body
 9.2" (23.4 cm) Arm

Surface Conduit Box (SCB) Mounting Detail

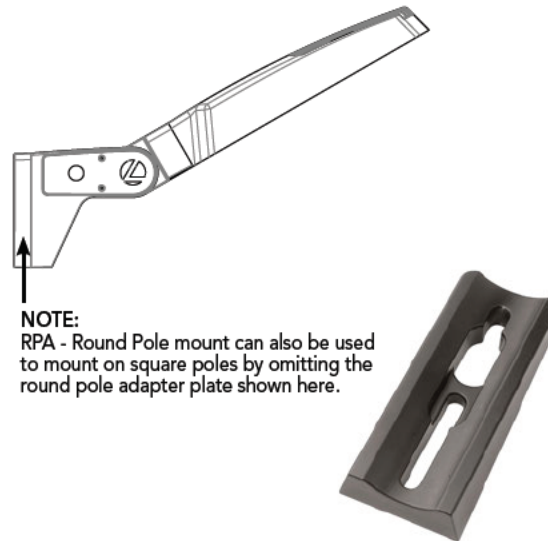


Dimensions

RSX1 with Adjustable Tilt Arm - Square or Round Pole (AASP or AARP)



Length: 25.3" (65.3 cm) **AASP**
 26.3" (66.8 cm) **AARP**
 Width: 13.3" (33.8 cm)
 Height: 3.0" (7.6 cm) Main Body
 7.2" (18.2 cm) Arm

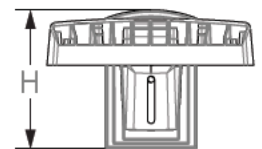
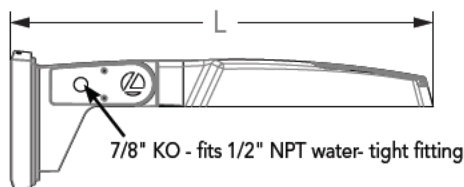
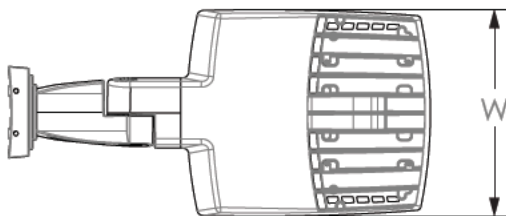


Notes

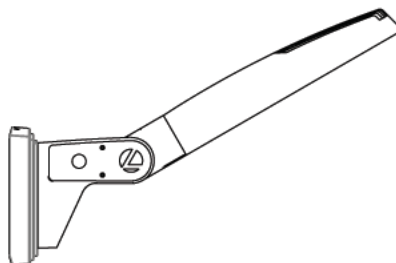
AASP: Requires 3.0" min. square pole for 1 at 90°. Requires 3.5" min. square pole for mounting 2, 3, 4 at 90°.

AARP: Requires 3.2" min. dia. round pole for 2, 3, 4 at 90°. Requires 3.0" min. dia. round pole for mounting 1 at 90°, 2 at 180°, 3 at 120°.

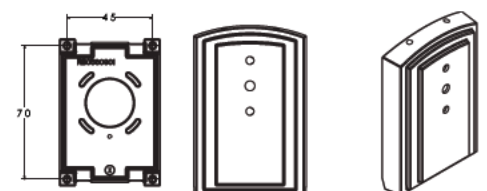
RSX1 with Adjustable Tilt Arm with Wall Bracket (AAWB)



Length: 27.1" (68.8 cm)
 Width: 13.3" (33.8 cm)
 Height: 3.0" (7.6 cm) Main Body
 8.9" (22.6 cm) Arm

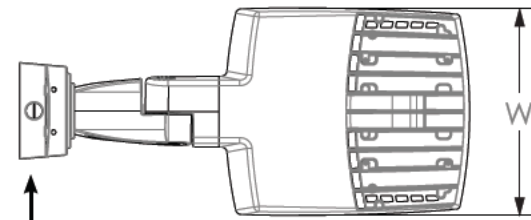


Wall Bracket (WBA) Mounting Detail



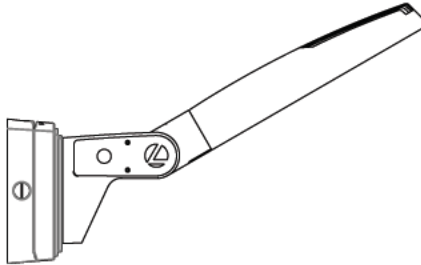
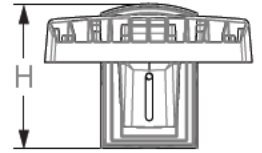
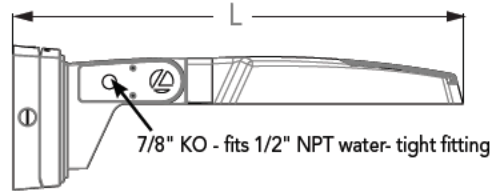
Dimensions

RSX1 with Adjustable Tilt Arm with Wall Bracket and Surface Conduit Box (AAWSC)

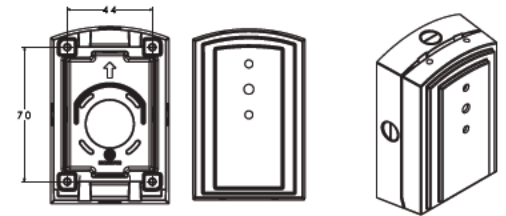


3/4" NPT taps
with plugs - Qty (4)
provided

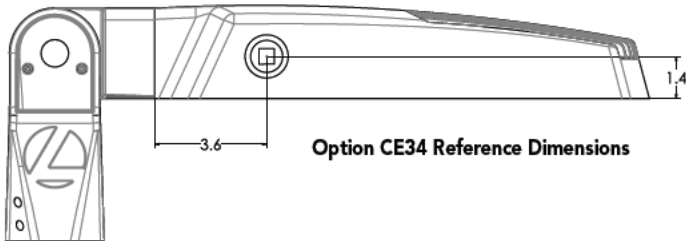
Length: 28.8" (73.2 cm)
Width: 13.3" (33.8 cm)
Height: 3.0" (7.6 cm) Main Body
9.2" (23.4 cm) Arm



Surface Conduit Box (SCB) Mounting Detail

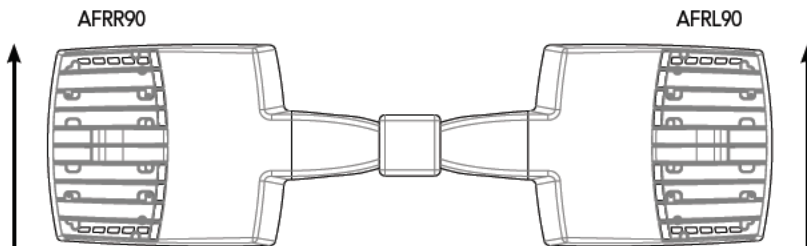


Additional Reference Drawings



Option CE34 Reference Dimensions

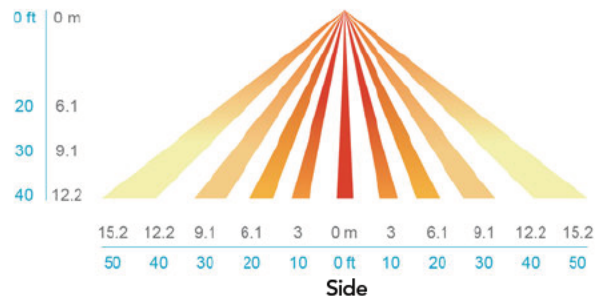
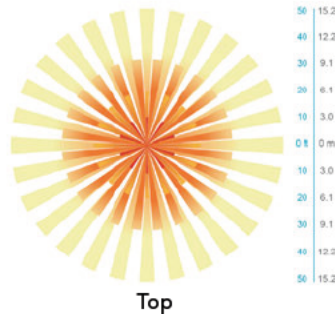
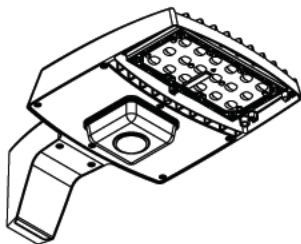
Automotive Front Row - Rotated Optics (AFRL90/R90)



(Example: 2@180 - arrows indicate direction of light exiting the luminaire)

nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



Motion Sensor Default Settings - Option PIRHN

Option	Dimmed State (unoccupied)	High Level (when occupied)	Photocell Operation	Dwell Time (occupancy time delay)	Ramp-up Time (from unoccupied to occupied)	Ramp-down Time (from occupied to unoccupied)
NLTAIR2 PIRHN	Approx. 30% Output	100% Output	Enabled @ 1.5FC	7.5 minutes	3 seconds	5 minutes

*Note: NLTAIR2 PIRHN default settings including photocell set-point, high/low dim rates, and occupancy sensor time delay are all configurable using the Clarity Pro App. Sensor coverage pattern shown with luminaire at 0°. Sensor coverage pattern is affected when luminaire is tilted.

FEATURES & SPECIFICATIONS

INTENDED USE

The RSX LED area family is designed to provide a long-lasting, energy-efficient solution for the one-for-one replacement of existing metal halide or high pressure sodium lighting. The RSX1 delivers 7,000 to 17,000 lumens and is ideal for replacing 70W to 400W HID pole-mounted luminaires in parking lots and other area lighting applications.

CONSTRUCTION

The RSX LED area luminaire features a rugged die-cast aluminum main body that uses heat-dissipating fins and flow-through venting to provide optimal thermal management that both enhances LED performance and extends component life. Integral "no drill" mounting arm allows the luminaire to be mounted on existing pole drillings, greatly reducing installation labor. The light engines and housing are sealed against moisture and environmental contaminants to IP66. The low-profile design results in a low EPA, allowing pole optimization. All mountings are rated for minimum 1.5 G vibration load per ANSI C136.31. 3G Mountings: Include SPA, RPA, MA, IS, AASP, and AARP rated for 3G vibration. 1.5G Mountings: Include WBA, WBASC, AAWB and AAWSC rated for 1.5G vibration.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures superior adhesion as well as a minimum finish thickness of 3 mils. The result is a high-quality finish that is warrantied not to crack or peel.

OPTICS

Precision acrylic refractive lenses are engineered for superior application efficiency, distributing the light to where it is needed most. Available in short and wide pattern distributions including Type 2, Type 3, Type 3S, Type 4, Type 4S, Type 5, Type 5S, AFR (Automotive Front Row), and AFR rotated AFR90 and ARFL90.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted on metal-core circuit boards and aluminum heat sinks to maximize heat dissipation. Light engines are IP66 rated. LED lumen maintenance is >L92/100,000 hours. CCT's of 3000K, 4000K and 5000K (minimum 70 CRI) are available. Class 1 electronic drivers ensure system power factor >90% and THD <20%. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The RSX LED area luminaire has a wide assortment of control options. Dusk to dawn controls include MVOLT and 347V button-type photocells and NEMA twist-lock photocell receptacles.

nLIGHT AIR CONTROLS

The RSX LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing with photocell functionality and is suitable for mounting heights up to 40 feet. No commissioning is required when using factory default settings that provide basic stand-alone motion occupancy dimming that is switched on and off with a built-in photocell. See chart above for motion sensor default out-of-box settings. For more advanced wireless functionality, such as group dimming, nLight AIR can be commissioned using a smartphone and the easy-to-use CLAIRITY app. nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral "no-drill" mounting arm allows for fast, easy mounting using existing pole drillings. Select the "SPA" option for square poles and the "RPA" option to mount to round poles. Note, the RPA mount can also be used for mounting to square poles by omitting the RPA adapter plate. Select the "MA" option to attach the luminaire to a 2 3/8" horizontal mast arm or the "IS" option for an adjustable slipfitter that mounts on a 2 3/8" OD tenon. The adjustable slipfitter has an integral junction box and offers easy installation. Can be tilted up to 90° above horizontal. Additional mountings are available including a wall bracket, adjustable tilt arm for direct-to-pole and wall and a surface conduit box for wall mount applications.

LISTINGS

CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

FEATURES & SPECIFICATIONS

INTENDED USE — These specifications are for USA standards only. Square Straight Steel is a general purpose light pole for up to 39-foot mounting heights. This pole provides a robust yet cost effective option for mounting area lights and floodlights.

CONSTRUCTION — **Pole Shaft:** The pole shaft is of uniform dimension and wall thickness and is made of a weldable-grade, hot-rolled, commercial-quality steel tubing with a minimum yield of 55 KSI (11-gauge, .1196"), or 50 KSI (7-gauge, .1793"). Shaft is one-piece with a full-length longitudinal high-frequency electric resistance weld. Uniformly square in cross-section with flat sides, small corner radii and excellent torsional qualities. Available shaft widths are 4", 5" and 6".

Pole Top: A flush non-metallic black top cap is provided for all poles that will receive drilling patterns for side-mount luminaire arm assemblies or when ordered with PT option.

Handhole: A reinforced handhole with grounding provision is provided at 18" from the base on side A. Positioning the handhole lower may not be possible and requires engineering review; consult Tech Support-Outdoor for further information. Every handhole includes a cover and cover attachment hardware. The handhole has a nominal dimension of 2.5" x 5".

Base Cover: A durable ABS plastic two-piece full base cover, finished to match the pole, is provided with each pole assembly. Additional base cover options are available upon request.

Anchor Base/ Bolts: Anchor base is fabricated from steel that meets ASTM A36 standards and can be altered to match existing foundations; consult factory for modifications. Anchor bolts are manufactured to ASTM F1554 Standards grade 55, (55 KSI minimum yield strength and tensile strength of 75-95 KSI). Top threaded portion (nominal 12") is hot-dipped galvanized per ASTM A-153.

HARDWARE — All structural fasteners are high-strength galvanized carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

FINISH — Extra durable standard powder-coat finishes include Dark Bronze, White, Black, Medium Bronze and Natural Aluminum colors. Classic finishes include Sandstone, Charcoal Gray, Tennis Green, Bright Red and Steel Blue colors. Architectural Colors and Special Finishes are available by quote and include, but are not limited to Hot-dipped Galvanized, Paint over Hot-dipped Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes. Factory-applied primer paint finish is available for customer field-paint applications.

WARRANTY — 1-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Catalog Number
Notes
Type



Anchor Base Poles

SSS

SQUARE STRAIGHT STEEL

SSS Square Straight Steel Poles

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: SSS 20 5C DM19 DDB

SSS						
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness ¹	Mounting ²		Options	Finish ¹⁰
SSS	10'-39' (for 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.) See technical information table for complete ordering information.)	4C 4" 11g (.1196") 4G 4" 7g (.1793") 5C 5" 11g (.1196") 5G 5" 7g (.1793") 6G 6" 7g (.1793") See technical information table for complete ordering information.)	<u>Tenon mounting</u> PT Open top (includes top cap) T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) T35 4" O.D. (3-1/2" NPS) <u>KAC/KAD/KSE/KSF/KVR/KVF Drill mounting³</u> DM19 1 at 90° DM28 2 at 180° DM28 PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° <u>CSX/DSX/RSX/AERIS™/OMERO™/HLA/KAX Drill mounting³</u> DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° <u>RAD drill mounting³</u> DM19RAD 1 at 90° DM28RAD 2 at 180° DM29RAD 2 at 90° DM32RAD 3 at 120° DM39RAD 3 at 90° DM49RAD 4 at 90° <u>ESX Drill mounting³</u> DM19ESX 1 at 90° DM28ESX 2 at 180° DM29ESX 2 at 90° DM39ESX 3 at 90° DM49ESX 4 at 90°	<u>AERIS™ Suspend drill mounting^{3,4}</u> DM19AST_ 1 at 90° DM28AST_ 2 at 180° DM29AST_ 2 at 90° DM39AST_ 3 at 90° DM49AST_ 4 at 90° <u>OMERO™ Suspend drill mounting^{3,4}</u> DM19MRT_ 1 at 90° DM28MRT_ 2 at 180° DM29MRT_ 2 at 90° DM39MRT_ 3 at 90° DM49MRT_ 4 at 90°	<u>Shipped installed</u> L/AB Less anchor bolts (Include when anchor bolts are not needed) VD Vibration damper TP Tamper resistant handhole cover fasteners HAXy Horizontal arm bracket (1 fixture) ^{5,6} FDLxy Festoon outlet less electrical ⁵ CPL12/xy 1/2" coupling ⁵ CPL34/xy 3/4" coupling ⁵ CPL1/xy 1" coupling ⁵ NPL12/xy 1/2" threaded nipple ⁵ NPL34/xy 3/4" threaded nipple ⁵ NPL1/xy 1" threaded nipple ⁵ EHHxy Extra handhole ^{5,7} MAEX Match existing ⁸ USPOM United States point of manufacture ⁹ IC Interior coating ¹⁰ UL UL listed with label (Includes NEC compliant cover) NEC NEC 410.30 compliant gasketed handhole (Not UL Labeled) <u>Shipped separately (replacement kit available)</u> (blank) FBC Full base cover (plastic) (blank) TC Top cap (blank) HHC Handhole cover	<u>Standard colors</u> DDBXD Dark bronze DWHXD White DBLXD Black DMBXD Medium bronze DNAXD Natural aluminum <u>Classic colors</u> DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue <u>Architectural Colors and Special Finishes¹¹</u> Galvanized, Paint over Galvanized, RAL Colors, Custom Colors and Extended Warranty Finishes available.

NOTES:

- Wall thickness will be signified with a "C" (11 Gauge) or a "G" (7-Gauge) in nomenclature. "C" - 0.1196" | "G" - 0.1793".
- PT open top poles include top cap. When ordering tenon mounting and drill mounting for the same pole, follow this example: DM28/T20.
The combination includes a required extra handhole.
- Refer to the fixture spec sheet for the correct drilling template pattern and orientation compatibility.
- Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
- Specify location and orientation when ordering option.
For "x": Specify the height above the base of pole in feet or feet and inches; separate feet and inches with a "-".
Example: 5ft = 5 and 20ft 3in = 20-3
For "y": Specify orientation from handhole (A,B,C,D)
Refer to the Handhole Orientation diagram below.
Example: 1/2" coupling at 5' 8", orientation C = CPL12/5-8C

- Horizontal arm is 18" x 2-3/8" O.D. tenon standard, with radius curve providing 12" rise and 2-3/8" O.D. If ordering two horizontal arm at the same height, specify with HAXxy. Example: HA20BD.
- Combination of tenon-top and drill mount includes extra handhole.
- Must add original order number of existing pole(s).
- Use when mill certifications are required.
- Provides enhanced corrosion resistance.
- Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794.3). Available by formal quote only, consult factory for details.



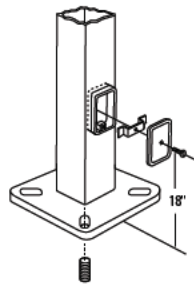
POLE-SSS

SSS Square Straight Steel Poles

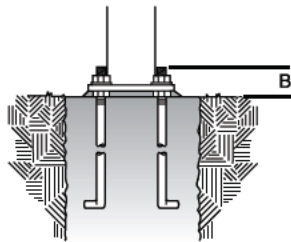
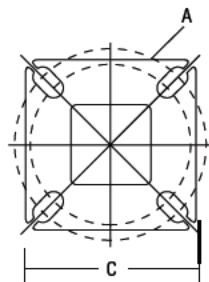
TECHNICAL INFORMATION — EPA (ft ²) with 1.3 gust													
Catalog Number	Nominal Shaft Length (ft.)*	Pole Shaft Size (Base in. x Top in. x ft.)	Wall thick (in)	Gauge	EPA (ft ²) with 1.3 gust						Bolt circle (in)	Bolt size (in. x in. x in.)	Approximate ship weight (lbs.)
					80 MPH	Max. weight	90 MPH	Max. weight	100 MPH	Max. weight			
SSS 10 4C	10	4.0 x 10.0	0.1196	11	30.6	765	23.8	595	18.9	473	8-9	3/4 x 18 x 3	75
SSS 12 4C	12	4.0 x 12.0	0.1196	11	24.4	610	18.8	470	14.8	370	8-9	3/4 x 18 x 3	90
SSS 14 4C	14	4.0 x 14.0	0.1196	11	19.9	498	15.1	378	11.7	293	8-9	3/4 x 18 x 3	100
SSS 16 4C	16	4.0 x 16.0	0.1196	11	15.9	398	11.8	295	8.9	223	8-9	3/4 x 18 x 3	115
SSS 18 4C	18	4.0 x 18.0	0.1196	11	12.6	315	9.2	230	6.7	168	8-9	3/4 x 18 x 3	125
SSS 20 4C	20	4.0 x 20.0	0.1196	11	9.6	240	6.7	167	4.5	150	8-9	3/4 x 18 x 3	140
SSS 20 4G	20	4.0 x 20.0	0.1793	7	14	350	11	275	8	200	8-9	3/4 x 30 x 3	198
SSS 20 5C	20	5.0 x 20.0	0.1196	11	17.7	443	12.7	343	9.4	235	10-12	1 x 36 x 4	185
SSS 20 5G	20	5.0 x 20.0	0.1793	7	28.1	703	21.4	535	16.2	405	10-12	1 x 36 x 4	265
SSS 25 4C	25	4.0 x 25.0	0.1196	11	4.8	150	2.6	100	1	50	8-9	3/4 x 18 x 3	170
SSS 25 4G	25	4.0 x 25.0	0.1793	7	10.8	270	7.7	188	5.4	135	8-9	3/4 x 30 x 3	245
SSS 25 5C	25	5.0 x 25.0	0.1196	11	9.8	245	6.3	157	3.7	150	10-12	1 x 36 x 4	225
SSS 25 5G	25	5.0 x 25.0	0.1793	7	18.5	463	13.3	333	9.5	238	10-12	1 x 36 x 4	360
SSS 30 4G	30	4.0 x 30.0	0.1793	7	6.7	168	4.4	110	2.6	65	8-9	3/4 x 30 x 3	295
SSS 30 5C	30	5.0 x 30.0	0.1196	11	4.7	150	2	50	—	—	10-12	1 x 36 x 4	265
SSS 30 5G	30	5.0 x 30.0	0.1793	7	10.7	267	6.7	167	3.9	100	10-12	1 x 36 x 4	380
SSS 30 6G	30	6.0 x 30.0	0.1793	7	19	475	13.2	330	9	225	11-13	1 x 36 x 4	520
SSS 35 5G	35	5.0 x 35.0	0.1793	7	5.9	150	2.5	100	—	—	10-12	1 x 36 x 4	440
SSS 35 6G	35	6.0 x 35.0	0.1793	7	12.4	310	7.6	190	4.2	105	11-13	1 x 36 x 4	540
SSS 39 6G	39	6.0 x 39.0	0.1793	7	7.2	180	3	75	—	—	11-13	1 x 36 x 4	605

* EPA values are based ASCE 7-93 wind map. For 1/2 ft increments, add -6 to the pole height. Ex: 20-6 equals 20ft 6in.

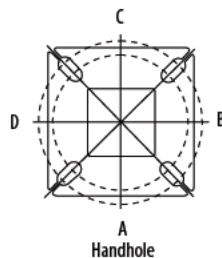
BASE DETAIL



POLE DATA								
Shaft base size	Bolt circle A	Bolt projection B	Base diameter C	Base plate thickness	Template description	Anchor bolt description	Anchor bolt and template number	Anchor bolt description
4"C	8" - 9"	3.25" - 3.75"	8" - 8.25"	0.75"	ABTEMPLATE PJ50004	AB18-0	ABSSS-4C	3/4"x18"x3"
4"G	8" - 9"	3.38" - 3.75"	8" - 8.25"	0.875"	ABTEMPLATE PJ50004	AB30-0	ABSSS-4G	3/4"x30"x3"
5"	10" - 12"	3.5" - 4"	11"	1"	ABTEMPLATE PJ50010	AB36-0	ABSSS-5	1"x36"x4"
6"	11" - 13"	4" - 4.50"	12.5"	1"	ABTEMPLATE PJ50011	AB36-0	N/A	1"x36"x4"



HANDHOLE ORIENTATION



Default DM19 is on side B.

IMPORTANT INSTALLATION NOTES:

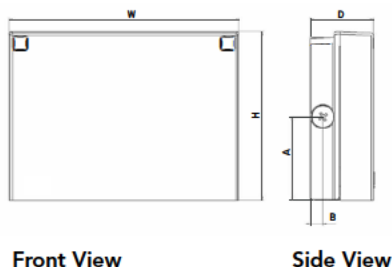
- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia Lighting will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.
- Lithonia Lighting is not responsible for the foundation design.



WPX LED Wall Packs



Specifications



Luminaire	Height (H)	Width (W)	Depth (D)	Side Conduit Location		Weight
				A	B	
WPX1	8.1" (20.6 cm)	11.1" (28.3 cm)	3.2" (8.1 cm)	4.0" (10.3 cm)	0.6" (1.6 cm)	6.1 lbs (2.8 kg)
WPX2	9.1" (23.1 cm)	12.3" (31.1 cm)	4.1" (10.5 cm)	4.5" (11.5 cm)	0.7" (1.7 cm)	8.2 lbs (3.7 kg)
WPX3	9.5" (24.1 cm)	13.0" (33.0 cm)	5.5" (13.7 cm)	4.7" (12.0 cm)	0.7" (1.7 cm)	11.0 lbs (5.0 kg)

Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The WPX LED wall packs are energy-efficient, cost-effective, and aesthetically appealing solutions for both HID wall pack replacement and new construction opportunities. Available in three sizes, the WPX family delivers 1,550 to 9,200 lumens with a wide, uniform distribution.

The WPX full cut-off solutions fully cover the footprint of the HID glass wall packs that they replace, providing a neat installation and an upgraded appearance. Reliable IP66 construction and excellent LED lumen maintenance ensure a long service life. Photocell and emergency egress battery options make WPX ideal for every wall mounted lighting application.

Ordering Information

EXAMPLE: WPX2 LED 40K MVOLT DDBXD

Series	Color Temperature	Voltage	Options	Finish
WPX1 LED P1	1,550 Lumens, 11W ¹	30K 3000K	MVOLT 120V - 277V	(blank) None
WPX1 LED P2	2,900 Lumens, 24W	40K 4000K	347 347V ³	E4WH Emergency battery backup, CEC compliant (4W, 0°C min) ²
WPX2 LED	6,000 Lumens, 47W	50K 5000K	E14WC Emergency battery backup, CEC compliant (14W, -20°C min) ²	DBXD Dark bronze
WPX3 LED	9,200 Lumens, 69W		PE Photocell ³	DWHXD White
				DBLXD Black
				Note: For other options, consult factory.

Note: The lumen output and input power shown in the ordering tree are average representations of all configuration options. Specific values are available on request.

NOTES

- All WPX wall packs come with 6kV surge protection standard, except WPX1 LED P1 package which comes with 2.5kV surge protection standard. Add SPD6KV option to get WPX1 LED P1 with 6kV surge protection. Sample nomenclature: WPX1 LED P1 40K MVOLT SPD6KV DDBXD
- Battery pack options only available on WPX1 and WPX2.
- Battery pack options not available with 347V and PE options.

FEATURES & SPECIFICATIONS

INTENDED USE

The WPX LED wall packs are designed to provide a cost-effective, energy-efficient solution for the one-for-one replacement of existing HID wall packs. The WPX1, WPX2 and WPX3 are ideal for replacing up to 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution.

CONSTRUCTION

WPX feature a die-cast aluminum main body with optimal thermal management that both enhances LED efficacy and extends component life. The luminaires are IP66 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs and LED lumen maintenance of L90/100,000 hours. Color temperature (CCT) options of 3000K, 4000K and 5000K with minimum CRI of 70. Electronic drivers ensure system power factor >90% and THD <20%. All luminaires have 6kV surge protection (Note: WPX1 LED P1 package comes with a standard surge protection rating of 2.5kV. It can be ordered with an optional 6kV surge protection). All photocell (PE) operate on MVOLT (120V - 277V) input.

Note: The standard WPX LED wall pack luminaires come with field-adjustable drive current feature. This feature allows tuning the output current of the LED drivers to adjust the lumen output (to dim the luminaire).

INSTALLATION

WPX can be mounted directly over a standard electrical junction box. Three 1/2 inch conduit ports on three sides allow for surface conduit wiring. A port on the back surface allows poke-through conduit wiring on surfaces that don't have an electrical junction box. Wiring can be made in the integral wiring compartment in all cases. WPX is only recommended for installations with LEDs facing downwards.

LISTINGS

CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. IP66 Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International Dark Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.



One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
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WPX LED
Rev. 09/29/20

Performance Data

Electrical Load

Luminaire	Input Power (W)	120V	208V	240V	277V	347V
WPX1 LED P1	11W	0.09	0.05	0.05	0.04	0.03
WPX1 LED P2	24W	0.20	0.12	0.10	0.09	0.07
WPX2	47W	0.39	0.23	0.20	0.17	0.14
WPX3	69W	0.58	0.33	0.29	0.25	0.20

Projected LED Lumen Maintenance

Data references the extrapolated performance projections in a 25°C ambient, based on 6,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	50,000	75,000	100,000
Lumen Maintenance Factor	>0.94	>0.92	>0.90

Lumen Output

Luminaire	Color Temperature	Lumen Output
WPX1 LED P1	3000K	1,537
	4000K	1,568
	5000K	1,602
WPX1 LED P2	3000K	2,748
	4000K	2,912
	5000K	2,954
WPX2	3000K	5,719
	4000K	5,896
	5000K	6,201
WPX3	3000K	8,984
	4000K	9,269
	5000K	9,393

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

Ambient	Ambient	Lumen Multiplier
0°C	32°F	1.05
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

HID Replacement Guide

Luminaire	Equivalent HID Lamp	WPX Input Power
WPX1 LED P1	100W	11W
WPX1 LED P2	150W	24W
WPX2	250W	47W
WPX3	400W	69W

Emergency Egress Battery Packs

The emergency battery backup is integral to the luminaire — no external housing or back box is required. The emergency battery will power the luminaire for a minimum duration of 90 minutes and deliver minimum initial output of 550 lumens. Both battery pack options are CEC compliant.

Battery Type	Minimum Temperature Rating	Power (Watts)	Controls Option	Ordering Example
Standard	0°C	4W	E4WH	WPX2 LED 40K MVOLT E4WH DDBXD
Cold Weather	-20°C	14W	E14WC	WPX2 LED 40K MVOLT E14WC DDBXD

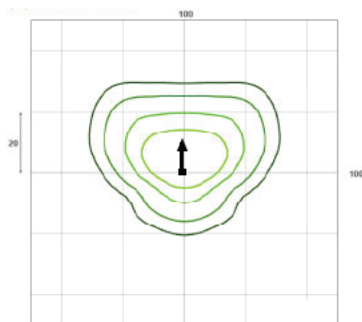
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting [WPX LED](https://www.lithonia.com) homepage. Tested in accordance with IESNA LM-79 and LM-80 standards

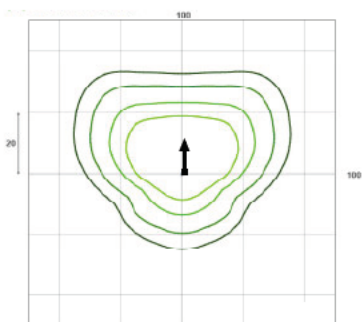
LEGEND



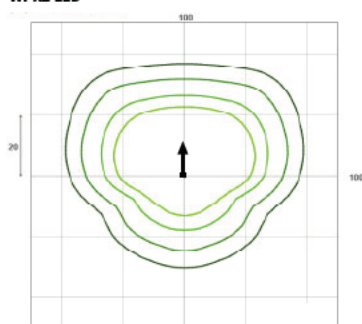
WPX1 LED P1



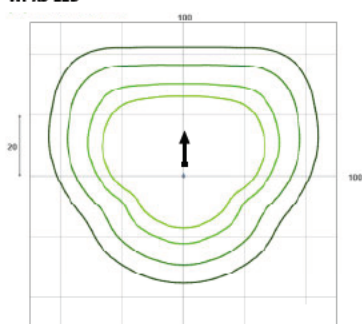
WPX1 LED P2



WPX2 LED



WPX3 LED



Mounting Height = 12 Feet.

Millennium Lighting™

Product #: 2951PBK



Wattage: **100**

Bulb: **1**

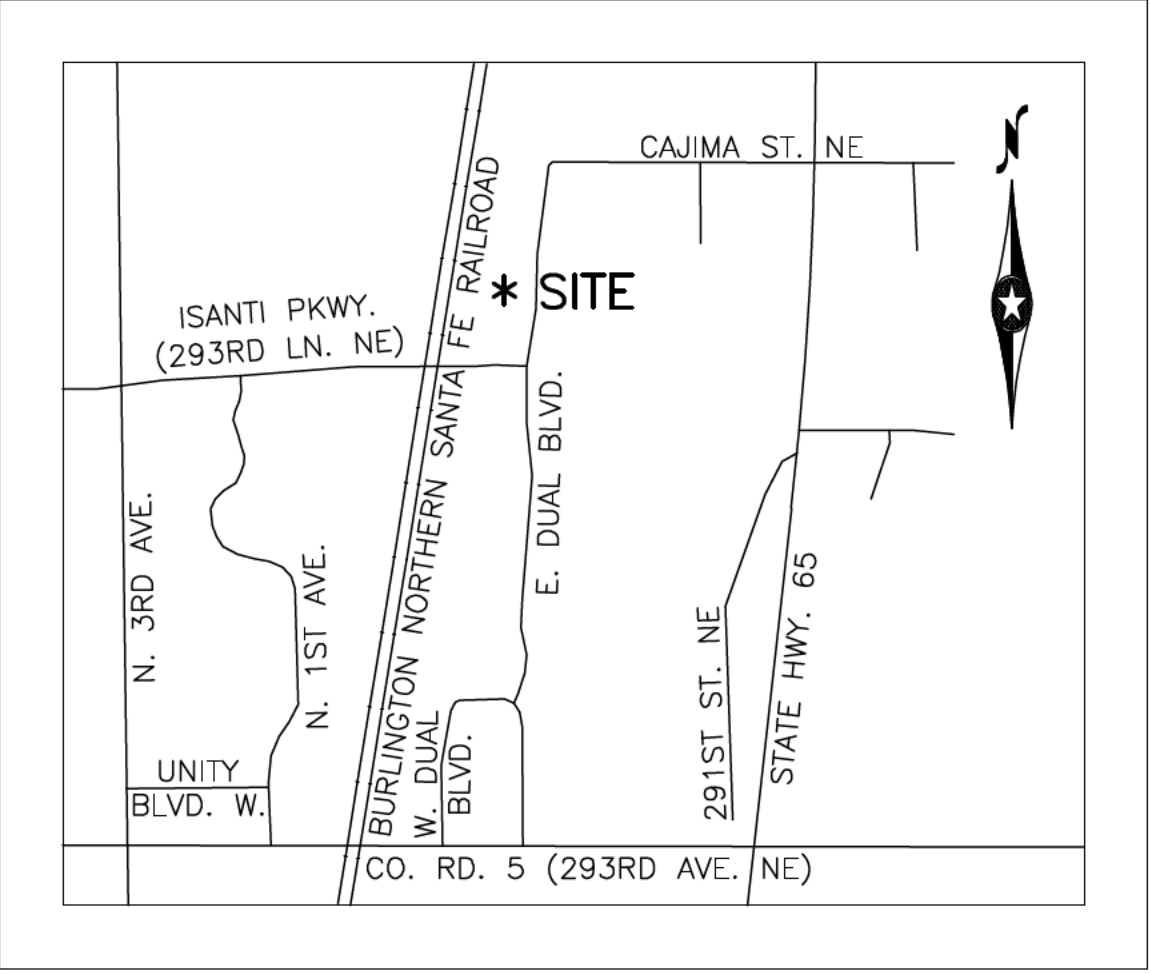
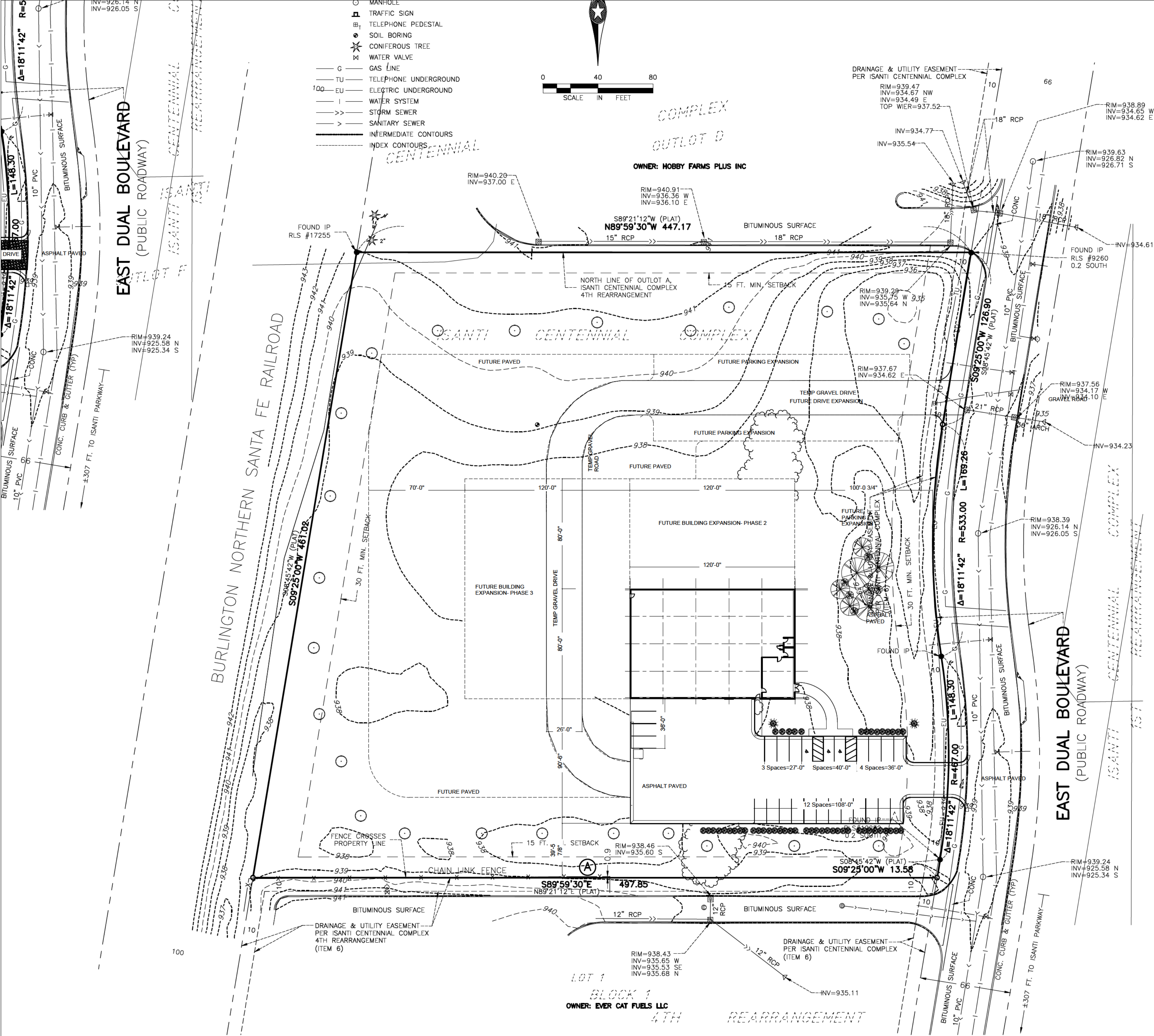
Glass:

Finish: **PBK**

Category: **Outdoor**

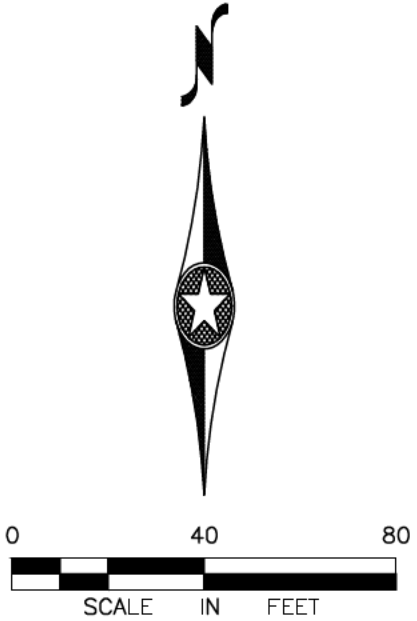
Width: **11"**

Height: **10"**



LOCATION MAP
NOT TO SCALE

- LEGEND**
- MONUMENT FOUND
 - 3/4" IRON PIPE MONUMENT SET
 - MARKED WITH LICENSE NO. 44530
 - △ APRON
 - ▨ CATCH BASIN
 - HYDRANT
 - MANHOLE
 - TRAFFIC SIGN
 - TELEPHONE PEDESTAL
 - SOIL BORING
 - ★ CONIFEROUS TREE
 - ★ WATER VALVE
 - GAS LINE
 - TU TELEPHONE UNDERGROUND
 - EU ELECTRIC UNDERGROUND
 - I WATER SYSTEM
 - S STORM SEWER
 - > SANITARY SEWER
 - INTERMEDIATE CONTOURS
 - INDEX CONTOURS



Project Title

BP METALS

PRELIMINARY
PLANS

Address

825 E Dual Blvd
Isanti, MN 55040

Contact

Jeff Hafferman

Phone

763-316-5342

E-mail:

jeff@architectmn.com



Commission Number 18-029
Date 05/19/21

Drawn: Checked:

Becklin & Whitney
Consulting Engineers, Inc.
139 1st Ave. E, Suite 100
P.O. Box 471
Cambridge, MN 55008
Phone: (763) 689-5631
Fax: (763) 552-5631

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Douglas K. Whitney, P.E.
DATE: MAY 19, 2021 LIC. NO. 15910

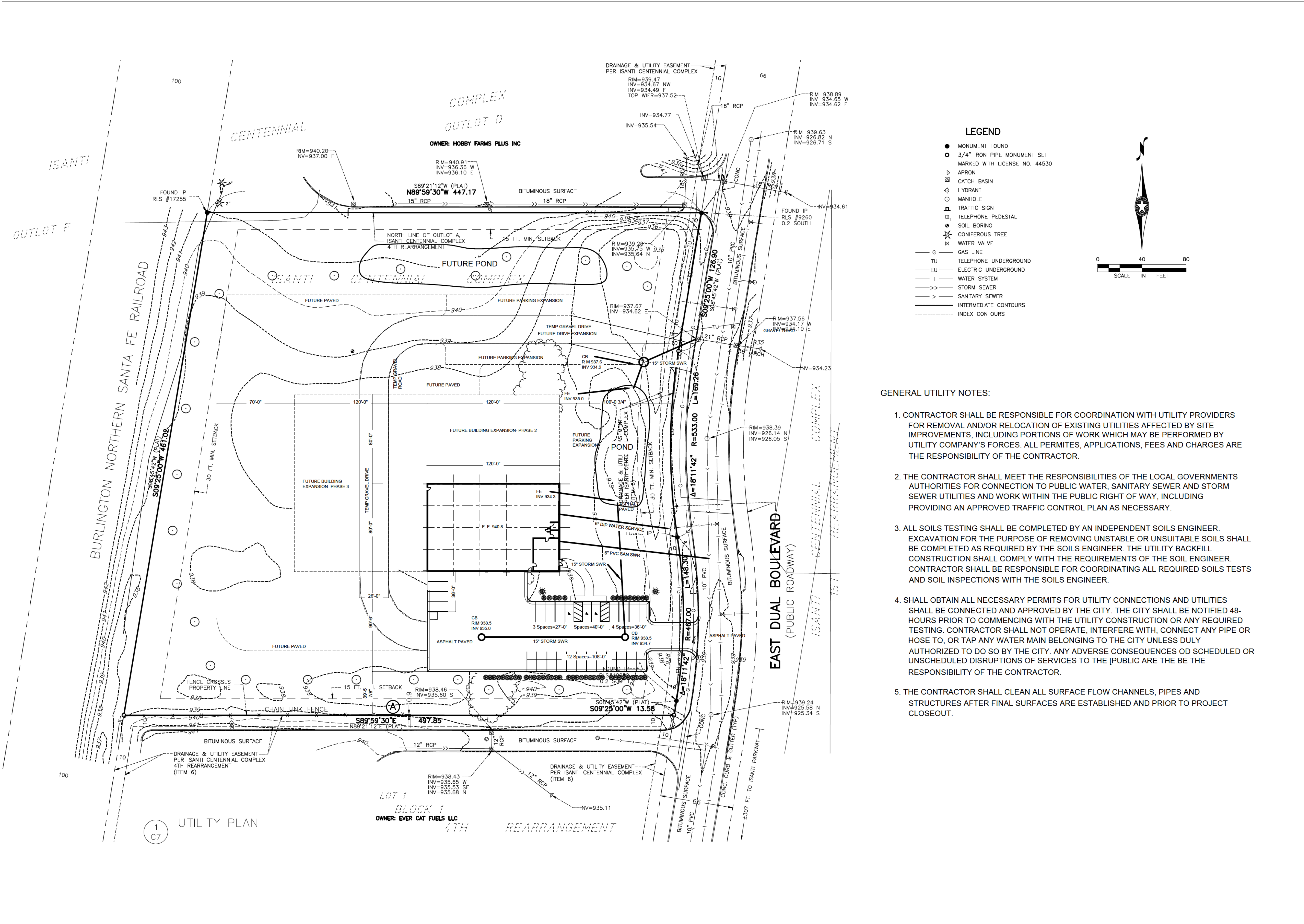
Sheet Name

CIVIL SITE PLAN

Sheet

C5

Paper Size: 22x34



Project Title

BP METALS

PRELIMINARY
PLANS

Address

825 E Dual Blvd
Isanti, MN 55040

Contact

Jeff Hafferman

Phone

763-316-5342

E-mail:

jeff@architectmn.com



Commission Number 18-029 Date 05/19/21

Drawn: KG Checked: WB

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Douglas K. Whitney, P.E.

DATE: MAY 19, 2021

LIC. NO. 15910



Sheet Name

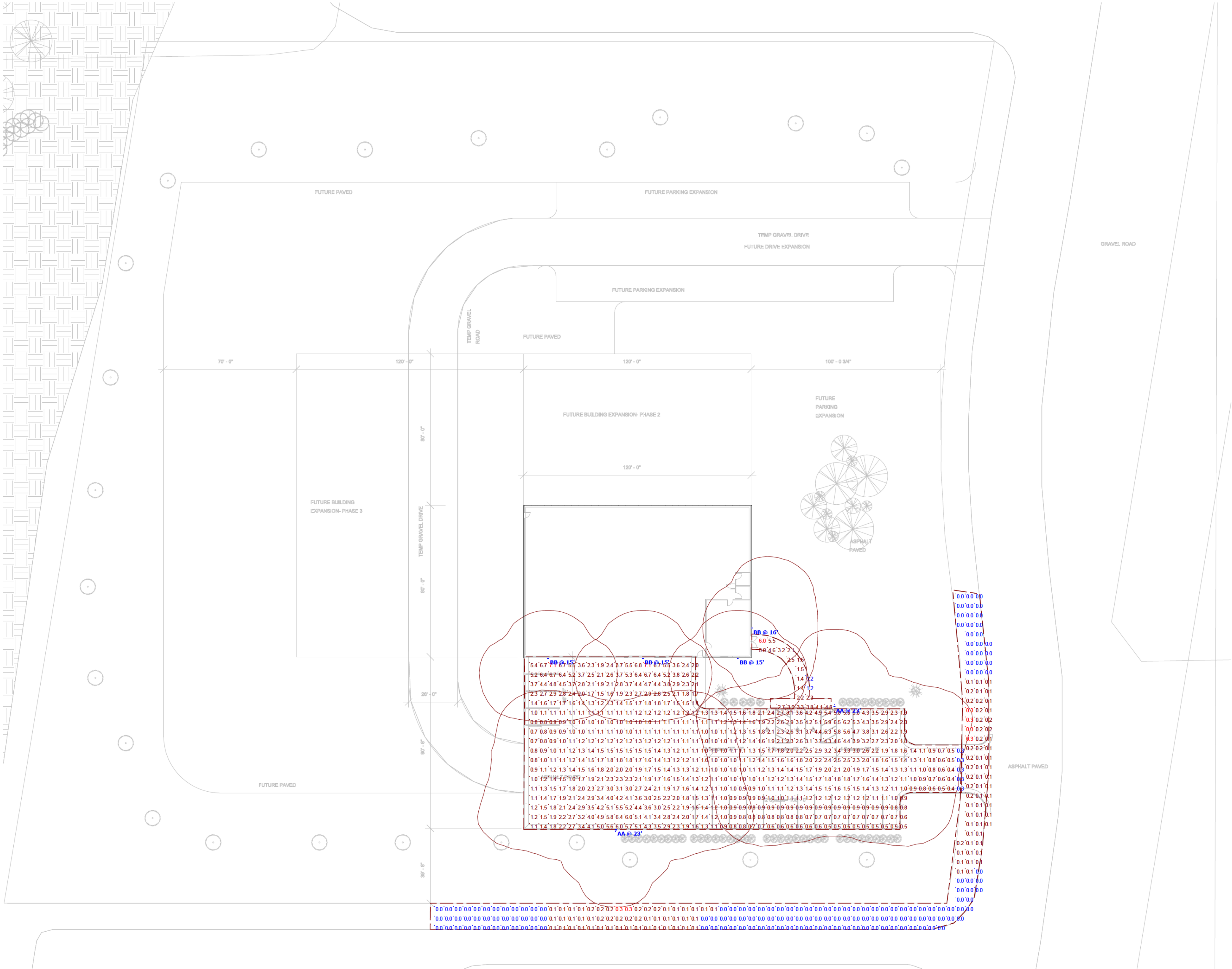
UTILITY PLAN

Sheet

C7

Paper Size: 22x34

Schedule									
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens Per Lamp	Light Loss Factor Wattage
	AA	2	Lithonia Lighting	RSX1 LED P4 40K R4	RSX Area Fixture Size 1 P4 Lumen Package 4000K CCT Type R4 Distribution		1	16573	1 133.14
	BB	4	Lithonia Lighting	WPX2 LED 40K Mvolt	WPX2 LFD wallpack 6000lm 4000K color temperature 120-277 Volt		1	5896	1 47.77



Plan View
Scale = 1" = 30ft



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: July 6, 2021
Subject: Ordinance Amending the City Zoning Ordinance, Section 13, Article 2, Subdivision 21: Wind Energy Conversion Systems

Overview/Background: At the May 18th Committee of the Whole the Council directed staff to draft an ordinance to allow small Wind Energy Conservation Systems (WECS) in residential zoning districts. Currently, this Ordinance only allows for WECS in the B-2, I-1, T1-B, and T1-I zoning districts. At COW the Committee discussed the size of the wind energy conversion system, noise levels they produce, and energy output. This item was brought to the Planning Commission Meeting on June 15th and passed with a 6-0 vote.

Request:
Consider adoption of the ordinance amending City Zoning Ordinances Section 13, Article 2, Subdivision 21: Wind Energy Conversion Systems

Attachments:

- ORD 2021-XX

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CITY ZONING CODE, ORDINANCE 445 SECTION 13,
ARTICLE 2, SUBDIVISION 21: WIND ENERGY CONVERSION SYSTEMS**

The City Council of the City of Isanti does ordain:

Section 1 – Amendment. Ordinance 445, Section 13, Article 2, Subdivision 21: Wind Energy Conversion Systems is hereby amended as follows:

Section 13: Non-Residential Use Regulations is amended and replaced with the following:

Subdivision 21: Wind Energy Conversion Systems (WECS)

- C. Applicability. WECS may be allowed as an accessory use in the B-2, I-I, T1-B, and T1-I Districts as a Conditional Use, subject to the provisions and regulations established within this Subdivision. Small WECS may be allowed as an accessory use in the R1A, R-1, R-2, R-3A, and R-3B Districts and shall not require a Conditional Use Permit.

EFFECTIVE DATE:

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

Adopted by the Isanti City Council this ____ day of _____, 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Posting Date:

CC Reading Date:

Publication Date:

Effective Date:



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: July 6, 2021
Subject: Ordinance Amendment to Chapter 87, Keeping of Certain Animals to Allow Ducks

Overview/Background: The Committee of the Whole discussed regulations for keeping ducks in residential areas at the May 18th and June 1st, 2021 meetings, and directed staff to draft an ordinance amendment.

Analysis of Application: The proposed amendment is to add ducks to be allowed in residential districts. The proposed ordinance amendment is similar to the existing regulations for chickens and reflects similar language. The Committee of the Whole recommended that ducks have their wings clipped, and that the maximum number of ducks allowed by lot size will be 2 for lots under 3 acres and have a maximum of 4 ducks for lots 3 acres or larger.

Request:

Consider adoption of the ordinance amending city code Chapter 87 Article 1, Keeping of Certain Animals to allow for ducks to be kept on properties zoned R-1A, R-1, R-2, R-3A, and R-3B.

Attachments:

- ORD XXX

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 70, ADOPTED APRIL 15, 1975 AND
ORDINANCE NO. 506 ADOPTED APRIL 19, 2011 AND TITLED KEEPING OF
CERTAIN ANIMALS

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 1 – Amendment. Ordinance 70 and 506, titled Keeping of Certain Animals, codified in Chapter 87 of the City Code, are hereby amended as follows:

§ 87-1.4 Ducks.

The City allows the keeping of ducks on residential properties in the R-1A, R-1, R-2, R-3A, and R-3B Zoning Districts, subject to the following requirements:

- A. Ducks shall not be kept inside the principal structure.
- B. Ducks shall not be kept in such a manner as to constitute a public nuisance as defined by the City.
- C. Coops or enclosures are required and shall:
 - (1) Meet all setback requirements for the zoning district of the property.
 - (2) Be at least 10 feet from a side or rear property line.
 - (3) Not be located in a drainage or utility easement or in a shoreland protection area or in a wetland setback area.
 - (4) Shall be at least 30 feet from any residential dwelling on any adjacent property.
- D. The owner must keep the ducks in a coop or fenced in area and shall be contained within the owner's parcel at all times.
- E. Duck wings shall be clipped to avoid flight.
- F. The property owner shall maintain the coop or enclosures such that they are in good shape, not unsightly and free from major defects.
- G. The property owner shall properly store all animal feed such to ensure that it does not attract insect or rodents.
- H. The property owner shall dispose of all animal waste in an appropriate manner on a weekly basis.
- I. Ducks are prohibited in multifamily structures and/or homes.
- J. Sale of eggs commercially is prohibited in residential districts.
- K. All coops or enclosures shall be kept at least 10 feet or further from any primary structure.
- L. The maximum total number of ducks allowed on properties are as follows:

Lot Size (Acres)	Maximum Number Allowed
Less than 3 acres	2 ducks
More than 3 acres	4 ducks

EFFECTIVE DATE:

This ordinance takes effect upon its adoption and publication in the official city newspaper.

Adopted by the Isanti City Council this ____ day of _____, 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Posting Date:

CC Reading Date:

Publication Date:

Effective Date:



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: July 6, 2021
Subject: Development Agreement Fairway Greens South

Background: On June 1, 2021 the City Council approved the preliminary and final plat for Fairway Greens South. As part of the development process a development agreement is required. The applicant has reviewed the draft agreement and would like to discuss the Letter of Credit.

In the financial guarantee section of the development agreement, we require cash or a Letter of Credit (LOC) to cover 125% of the development costs. The developer asked staff about the agreement and asked if it would be similar to a previous agreement that was done in 2014. Staff told the developer it would generally be the same but the fees and amounts will be different. Each development agreement is negotiated per that specific development with some standard language.

The developer states in his request that staff told him his development would follow the same terms as the old agreement, simply put that is not true. Staff said the agreement would be similar and the fees and costs will be different. Regardless it doesn't matter what the 2014 agreement said, it was not with him nor was it for his site. In that 2014 agreement his site was platted as an outlot. Each agreement is tailored to the development and negotiated out. This developer applied for the subdivision without meeting with staff prior to submittal, there was no conversation at all about the development with Community Development Staff. The developer didn't ask any questions about the financial section of the DA until he received the draft. Finance Director Betker explains why we do not accept surety bonds below:

Because letters of credit are independent from the underlying transactions, they are often more attractive to beneficiaries because there is no need to prove a breach of the underlying contract or the extent to which the beneficiary suffered damages. Further, traditional defenses and claims in contract law do not apply to letter-of-credit transactions because a letter of credit is governed by its own set of legal principles. Thus, from the point of view of a beneficiary, letters of credit are enforceable against an issuer regardless of the bankruptcy of the applicant.

Unlike a letter of credit, a surety bond attaches to the underlying contract and thus must be interpreted consistently with the underlying contract. The surety bond operates like a guaranty where a guarantor's obligation is secondary. This means that the surety's obligation does not mature until the principal obligor defaults on the underlying contract. In contrast, the obligation of an issuer in a letter-of-credit transaction is primary.

In the end our primary obligation is to mitigate risk to the 6k+ residents of Isanti. An LOC does that more effectively than a surety bond. I have a professional and moral obligation to pursue, and insist on, that risk mitigation.

Request: Consider the developers request to allow a surety bond instead of a letter of credit. Staff does not support a surety bond.

Attachments

- Applicant's request

Sheila Sellman

Subject: FW: CC request

[REDACTED]
Sent: Monday, June 28, 2021 1:46 PM
To: Sheila Sellman <ssellman@cityofisanti.us>
Subject: Re: CC request

Hello,

I would like to request to have a surety bond as an option along with LOC and cash escrow. I had planned to use a surety bond for the final phase of the development that was acceptable in prior phases and was told that we would be following the same terms as prior phases in the new developers agreement. The change to exclude it has a significant impact on the development. It has a huge negative financial impact for me to change now and being that it is getting later in the year it could push the development off to next year or make it too risky to start with fear that it could not get completed this year if there are starting delays. I want to move forward with the surety bond to get started right away and keep moving forward.

Thank you,

Tony Hanson
[REDACTED]



Real People. Real Solutions.

K.9.

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

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

MEMORANDUM

Date: June 30, 2021
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: 3rd Avenue Crosswalk Evaluation
Project No.: 0R1.123133

As requested at the June 15, 2021 Committee of a Whole meeting, we have evaluated the installation of crosswalks across 3rd Avenue at the new Bluebird Court and Eagle Street intersections. These would be crossings at uncontrolled intersections where vehicles do not stop. The existing boulevard on the east side of 3rd Avenue is steeper than the allowed maximum slope for ADA pedestrian ramps. Attached is a figure showing the proposed crossing improvements.

Bluebird Court:

At Bluebird Court the recommended improvement would be to remove approximately 100 feet of trail to raise the surface up 1.5 feet ramping up to the new ped ramp location and then ramping back down to the existing trail elevation. We would recommend constructing a concrete ped ramp in the boulevard between the trail and 3rd Avenue. Considering this is an uncontrolled crossing, we also recommend installing cross walk signs on either side of the crossing, and striping crosswalk blocks as well.

Eagle Street:

At Eagle Street the recommended improvement would be to have the contractor installing the sidewalk along Eagle Street to shift the walk to the south similar to how they installed the walk along Bluebird Court. This would more closely align the crossing with the parking lot entrance on the east side of 3rd Avenue. Considering this is an uncontrolled crossing, we recommend installing cross walk signs on either side of the crossing, and striping crosswalk blocks as well. These blocks could be staggered to direct the pedestrians to the parking lot entrance initially, and if it is found to be necessary in the future, we could construct a concrete ped ramp in the boulevard north of the parking lot entrance.

Due to the dip in the road north of Eagle Street, site distance for south bound vehicles is obstructed and makes the crossing at Eagle Street difficult to see in advance. Therefore, we recommend installing one advance crosswalk sign in the low point to warn south bound drivers of the crossing ahead.

The 2021 Street Improvements project is scheduled to sealcoat this section of 3rd Avenue this summer. We recommend adding the above listed work to this project as the scope of work is similar to other tasks within the contract. Based on the bid prices received, we estimate the above improvements to cost approximately \$7,500. Public works may be able to install the signs or paint the crossings to further reduce the added cost.

I will be at the July 5, 2021 Council meeting to answer any questions you may have. Please contact me with any questions or comments you may have prior to the meeting.

RESOLUTION 2021-XXX

APPROVING THE ADDITION OF CROSSWALKS ON 3RD AVENUE NW

WHEREAS, Committee of the Whole discussed the addition of crosswalks on 3rd Avenue NW; and,

WHEREAS, the additional crosswalks would be at the intersections of Bluebird Court NW and Eagle Street NW crossing 3rd Avenue NW; and,

WHEREAS, at the Bluebird Court intersection approximately 100' of trail would need to be removed and raised up 1.5' to meet ADA Requirements for the crosswalk; and,

WHEREAS, a concrete pedestrian ramp would be installed between 3rd Avenue NW and the trail at the intersection of Bluebird Court; and,

WHEREAS, the sidewalk along Eagle Street would shift to the south similar to Bluebird Court allowing it to closely line up with the parking lot entrance on the east side of 3rd Avenue; and,

WHEREAS, the additional crosswalks will have signs on each side of the crosswalk and striping crosswalk blocks; and,

WHEREAS, a crosswalk ahead sign will be placed north of Eagle Street for southbound traffic because of a dip in the road; and,

WHEREAS, the crosswalk additions will cost approximately \$7500.00 and will be part of the 2021 Street Improvement Project that is taking place on 3rd Avenue; and,

WHEREAS, Public Works will be able to paint the crosswalk blocks and install the signs to help reduce the costs;

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

- 1) Add additional crosswalks at the intersections of Bluebird Ct NW and Eagle Street NW crossing 3rd Avenue NW
- 2) Remove and raise approximately 100' of trail at the Bluebird Court intersection to meet ADA Requirements for the pedestrian ramp
- 3) Additional signage and crosswalk block striping placed at each crosswalk
- 4) The crosswalk additions would cost approximately \$7,500.00 and would be part of the 2021 Street Improvement Project taking place on 3rd Avenue

This resolution was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

City of Isanti

Gross Payroll	99,015.22
Social Security & Medicare	5,773.62
Public Employees Retirement	9,931.67
Total City Expense	<u><u>114,720.51</u></u>

Pay Date 6/25/2021

Pay Period 13 (6/6-6/19/21)

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/21	06/16/2021	56136	2873	ADAPCO LLC	101-20200	1,820.00
06/21	06/16/2021	56137	2850	BEAUDRY OIL & PROPANE INC	101-20200	3,369.70
06/21	06/16/2021	56138	9	BERNICKS PEPSI-COLA	609-20200	2,097.02
06/21	06/16/2021	56139	2814	BROWN, BRANDON	101-20200	182.74
06/21	06/16/2021	56140	1792	CARLOS CREEK WINERY	609-20200	135.00
06/21	06/16/2021	56141	1474	CDW GOVERNMENT INC	614-20200	21.66
06/21	06/16/2021	56142	1815	CENTURYLINK	609-20200	600.62
06/21	06/16/2021	56143	918	CRYSTAL SPRINGS ICE	609-20200	577.26
06/21	06/16/2021	56144	8	DAHLHEIMER DISTRIBUTING CO	609-20200	24,388.42
06/21	06/16/2021	56145	55	ECM PUBLISHERS INC	609-20200	166.25
06/21	06/16/2021	56146	912	FASTENAL COMPANY	101-20200	22.95
06/21	06/16/2021	56147	1682	FERGUSON WATERWORKS	101-20200	95.66
06/21	06/16/2021	56148	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	134.55
06/21	06/16/2021	56149	2028	FURTHER	101-20200	29.80
06/21	06/16/2021	56150	2028	FURTHER	861-20200	35.00
06/21	06/16/2021	56151	739	HACH COMPANY	601-20200	618.97
06/21	06/16/2021	56152	114	ISANTI COUNTY RECORDER	101-20200	46.00
06/21	06/16/2021	56153	270	ISANTI READY MIX INC	101-20200	512.00
06/21	06/16/2021	56154	7	JOHNSON BROTHERS LIQUOR CO	609-20200	3,557.53
06/21	06/16/2021	56155	5	KAWALEK TRUCKING	609-20200	119.00
06/21	06/16/2021	56156	1479	LOFFLER COMPANIES	108-20200	3,306.85
06/21	06/16/2021	56157	1479	LOFFLER COMPANIES INC	108-20200	238.45
06/21	06/16/2021	56158	17	MCDONALD DISTRIBUTING CO	609-20200	12,726.04
06/21	06/16/2021	56159	2208	MINNESOTA EQUIPMENT INC	101-20200	308.00
06/21	06/16/2021	56160	1788	MINNESOTA PETROLEUM SERVICE	101-20200	398.50
06/21	06/16/2021	56161	176	MN DEPT OF REVENUE	101-20200	35,132.00
06/21	06/16/2021	56162	2842	MN PEIP	861-20200	31,687.80
06/21	06/16/2021	56163	981	NORTHERN DEWATERING INC	602-20200	1,538.00
06/21	06/16/2021	56164	283	OLSON POWER & EQUIPMENT	101-20200	684.97
06/21	06/16/2021	56165	2553	O'REILLY	101-20200	6.99
06/21	06/16/2021	56166	44	PHILLIPS WINE & SPIRITS INC	609-20200	2,213.00
06/21	06/16/2021	56167	2551	POLLARD WATER	603-20200	629.33
06/21	06/16/2021	56168	12	POSTMASTER	101-20200	165.00
06/21	06/16/2021	56169	2341	RED BULL DISTRIBUTION CO INC	609-20200	111.20
06/21	06/16/2021	56170	2518	SEMLER HOMES	505-20200	38,000.00
06/21	06/16/2021	56171	2396	SOUTHERN GLAZERS OF MN	609-20200	7,044.07
06/21	06/16/2021	56172	1361	STAPLES ADVANTAGE	101-20200	275.55
06/21	06/16/2021	56173	73	STAR	601-20200	11.79
06/21	06/16/2021	56174	2027	US INTERNET	603-20200	57.80
06/21	06/16/2021	56175	42	VIKING COCA-COLA BOTTLING CO	609-20200	34.40
06/21	06/16/2021	56176	3053	WALZ ENTERPRISES LLC	609-20200	410.28
06/21	06/16/2021	56177	4	WATSON CO INC	609-20200	4,913.92
06/21	06/16/2021	56178	1922	WEX BANK	603-20200	3,648.13
06/21	06/16/2021	56179	3019	WIDSETH SMITH NOLTING & ASSOC INC	609-20200	5,250.00

Grand Totals:

187,322.20

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/21	06/17/2021	56180	1815	CENTURYLINK	601-20200	85.94
Grand Totals:						85.94

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/21	06/23/2021	56181	127	ABDO EICK & MEYERS LLP	609-20200	800.00
06/21	06/23/2021	56182	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	642.67
06/21	06/23/2021	56183	53	BELLBOY CORPORATION	609-20200	4,783.55
06/21	06/23/2021	56184	9	BERNICKS PEPSI-COLA	609-20200	2,071.26
06/21	06/23/2021	56185	2319	BREAKTHRU BEVERAGE OF MN	609-20200	9,022.88
06/21	06/23/2021	56186	2221	C & L DISTRIBUTING	609-20200	527.80
06/21	06/23/2021	56187	2487	CAPITOL BEVERAGE SALES	609-20200	61.91
06/21	06/23/2021	56188	1969	CITY OF ST PAUL	101-20200	300.00
06/21	06/23/2021	56189	1472	CRAWFORDS EQUIPMENT INC	101-20200	204.89
06/21	06/23/2021	56190	918	CRYSTAL SPRINGS ICE	609-20200	579.15
06/21	06/23/2021	56191	8	DAHLHEIMER DISTRIBUTING CO	609-20200	16,392.10
06/21	06/23/2021	56192	2720	DEFIANT DISTRIBUTORS	609-20200	446.58
06/21	06/23/2021	56193	1941	DELTA DENTAL	861-20200	3,648.25
06/21	06/23/2021	56194	2478	EAST CENTRAL ENERGY	101-20200	42.85
06/21	06/23/2021	56195	2229	EAST POINT FOUNDRY	609-20200	854.33
06/21	06/23/2021	56196	16	ELECTRO WATCHMAN INC	609-20200	272.53
06/21	06/23/2021	56197	2794	EMERGENCY EQUIPMENT CONNECTION INC	101-20200	421.00
06/21	06/23/2021	56198	739	HACH COMPANY	601-20200	90.75
06/21	06/23/2021	56199	160	HAWKINS INC	601-20200	6,459.98
06/21	06/23/2021	56200	2209	INNOVATIVE OFFICE SOLUTIONS INC	101-20200	195.76
06/21	06/23/2021	56201	188	ISANTI COUNTY SHERIFF	101-20200	65.01
06/21	06/23/2021	56202	7	JOHNSON BROTHERS LIQUOR CO	609-20200	4,185.22
06/21	06/23/2021	56203	5	KAWALEK TRUCKING	609-20200	264.60
06/21	06/23/2021	56204	2828	MCCARTY, JOHN	101-20200	10.92
06/21	06/23/2021	56205	17	MCDONALD DISTRIBUTING CO	609-20200	16,713.70
06/21	06/23/2021	56206	1536	MINNESOTA DEED	219-20200	833.33
06/21	06/23/2021	56207	1180	MLB PRINTING INC	101-20200	155.00
06/21	06/23/2021	56208	2080	MVTL LABORATORIES INC	601-20200	703.94
06/21	06/23/2021	56209	44	PHILLIPS WINE & SPIRITS INC	609-20200	2,982.91
06/21	06/23/2021	56210	2406	QUALITY FLOW SYSTEMS INC	602-20200	18,460.00
06/21	06/23/2021	56211	2680	SABA, BRIAN	101-20200	12.38
06/21	06/23/2021	56212	2396	SOUTHERN GLAZERS OF MN	609-20200	9,035.11
06/21	06/23/2021	56213	315	ST PAUL STAMP WORKS	101-20200	19.40
06/21	06/23/2021	56214	73	STAR	609-20200	280.00
06/21	06/23/2021	56215	42	VIKING COCA-COLA BOTTLING CO	609-20200	437.76
06/21	06/23/2021	56216	2955	WELFRING, JEREMY	101-20200	322.94
Grand Totals:						102,300.46

City of Isanti

Gross Payroll	8,694.25
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Social Security & Medicare	665.12
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Total City Expense	<u><u>9,359.37</u></u>
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Pay Date	6/30/2021
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Pay Period:	Q2CCPay21 (4/1-6/30/21)
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RESOLUTION 2021-XXX

**APPROVING APPLICATION FOR A LOCAL GAMBLING PERMIT FOR PHEASANTS
FOREVER, INC LEGENDARY LONGTAILS**

WHEREAS, the City has received an application for exempt gambling permit from Pheasants Forever, INC Legendary Longtails to hold an event on July 31, 2021 at 2 Enterprise Ave NE Suite A3, 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, Suzanne Schmidt, 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 permits is approved for the following date: July 31, 2021 at 2 Enterprise Ave NE Suite A3, Isanti, MN.

This Resolution is hereby approved by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

**APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR RUM
RIVER BMX 50/50 RAFFLE FOR AUGUST 15TH, 2021**

WHEREAS, the City has received an application for exempt gambling permit from Rum River BMX to hold an event on August 15th, 2021 at Rum River BMX, Isanti, MN; and,

WHEREAS, the applicant estimates the value of prizes to be awarded is \$2,000 for the event and will require state approval; and,

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the applications for an exempt gambling permits is approved for the following date: August 15th, 2021 at Rum River BMX;

This Resolution is hereby approved by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX**APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR RUM RIVER BMX 50/50 RAFFLE FOR AUGUST 28TH AND AUGUST 29TH, 2021**

WHEREAS, the City has received an application for exempt gambling permit from Rum River BMX to hold an event on August 28th and August 29th, 2021 at Rum River BMX, Isanti, MN; and,

WHEREAS, the applicant estimates the value of prizes to be awarded is \$2,000 for the event and will require state approval; and,

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the applications for an exempt gambling permits is approved for the following date: August 28th and August 29th, 2021 at Rum River BMX;

This Resolution is hereby approved by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

RESOLUTION 2021-XXX

APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ISANTI AND THE CITY OF PRINCETON FOR THE SHARING OF EQUIPMENT AND PERSONNEL RESOURCES

WHEREAS, an agreement has been developed pursuant to Minnesota Statutes 471.59 that authorizes the joint and cooperative exercise of powers common to contracting parties; and,

WHEREAS, the intent of the agreement is to make equipment, personnel and other resources available to a political subdivision from another political subdivision; said political subdivisions being the City of Isanti and the City of Princeton;

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

1. That the Mutual Aid Agreement Between the City of Isanti and the City of Princeton attached as 'Exhibit A' is approved.
2. Mayor and City Administrator are hereby authorized to execute said document.

This resolution was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Exhibit A

City of Princeton and City of Isanti, Minnesota Mutual Aid Agreement

Purpose

This Agreement is made pursuant to Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to governmental units from other governmental units.

Definitions

“Party” means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1.

“Parties” shall collectively mean more than one Party.

“Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from other Parties.

“Requesting Party” means a Party that requests Assistance from other Parties.

“Responding Official” means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.

“Responding Party” means a Party that provides Assistance to a Requesting Party.

“Assistance” means (Check the type of assistance that will be provided):

- ✓Public works personnel and equipment:
- ✓Law enforcement personnel and equipment:
- ✓Utility personnel and equipment:
- ✓Other personnel and equipment as listed below:
Building Inspectors, Administration, Finance, or Public Information Officer

Procedure

1. **Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance.
2. **Response to Request.** Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct that Party’s personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.
3. **Recall of Assistance.** The Responding Official may at any time recall such Assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws Assistance.

Workers' compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Damage to equipment

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
3. For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.
4. The intent of this subdivision is to impose on each Requesting Party a duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
5. No party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance, both as described in this Agreement.

Charges to the Requesting Party

1. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 48 hours. If Assistance provided under this Agreement continues for more than 48 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 8-hour period, including salaries, overtime, materials and supplies and other necessary expenses. The Requesting Party will reimburse the Party providing the Assistance for that amount.
2. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This Agreement will be in force for a period of five years from the date of execution. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement. (Expiration Date: June 30, 2026)

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date: _____

Entity: City of Isanti

By: Jeff Johnson
Title: Mayor

By: Josi Wood
Title: City Administrator

Date: _____

Entity: City of Princeton

By: Thom Walker
Title: Mayor

By: Michele McPherson
Title: City Administrator

Appendix A Charges

Response to mutual aid: First forty-eight hours are free

After the first forty-eight hours charges will be based upon equipment and personnel as follows:

Police/Equipment	Police Hourly Rate
Officer & Car	\$75.00
Officer	\$68.00

Public Works Charges

Labor Rate – Regular Time	Per hour minimum charge of ½ hour	\$40.00
Labor Rate – Over Time	Per hour minimum charge of 2 hours	\$60.00
Loader (with one operator)	Per hour	\$90.00
Skidsteer (with one operator)	Per hour	\$75.00
Skidsteer with attachment snow blower, brush cutter, broom, grapple bucket or other (with one operator)	Per hour	\$125.00
Dump Truck (with one operator)	Per hour	\$85.00
Street Sweeper (with one operator)	Per hour	\$85.00
Bucket Truck (two people required per OSHA included in hourly rate)	Per hour	\$175.00
Progressive Mower	Per Hour	\$65.00
One-ton truck (with one operator)	Per hour	\$65.00
Vactor Sewer Cleaning Truck (with two operators as required by OSHA)	Per hour	\$155.00
Air compressor or portable generator	Per hour	\$65.00

RESOLUTION 2021-XXX

APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF ISANTI AND THE CITY OF BRAHAM FOR THE SHARING OF EQUIPMENT AND PERSONNEL RESOURCES

WHEREAS, an agreement has been developed pursuant to Minnesota Statutes 471.59 that authorizes the joint and cooperative exercise of powers common to contracting parties; and,

WHEREAS, the intent of the agreement is to make equipment, personnel and other resources available to a political subdivision from another political subdivision; said political subdivisions being the City of Isanti and the City of Braham;

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

1. That the Mutual Aid Agreement Between the City of Isanti and the City of Braham attached as 'Exhibit A' is approved.
2. Mayor and City Administrator are hereby authorized to execute said document.

This resolution was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Exhibit A

City of Braham and City of Isanti, Minnesota Mutual Aid Agreement

Purpose

This Agreement is made pursuant to Minnesota Statutes, Section 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to governmental units from other governmental units.

Definitions

“Party” means a governmental unit as defined by Minnesota Statutes, Section 471.59, subd. 1.

“Parties” shall collectively mean more than one Party.

“Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from other Parties.

“Requesting Party” means a Party that requests Assistance from other Parties.

“Responding Official” means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.

“Responding Party” means a Party that provides Assistance to a Requesting Party.

“Assistance” means (Check the type of assistance that will be provided):

- ✓Public works personnel and equipment:
- ✓Law enforcement personnel and equipment:
- ✓Utility personnel and equipment:
- ✓Other personnel and equipment as listed below:
Building Inspectors, Administration, Finance, or Public Information Officer

Procedure

1. **Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance.
2. **Response to Request.** Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct that Party’s personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.
3. **Recall of Assistance.** The Responding Official may at any time recall such Assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws Assistance.

Workers' compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Damage to equipment

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
3. For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.
4. The intent of this subdivision is to impose on each Requesting Party a duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
5. No party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance, both as described in this Agreement.

Charges to the Requesting Party

1. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 48 hours. If Assistance provided under this Agreement continues for more than 48 hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 8-hour period, including salaries, overtime, materials and supplies and other necessary expenses. The Requesting Party will reimburse the Party providing the Assistance for that amount.
2. Such charges are not contingent upon the availability of federal or state government funds.

Duration

This Agreement will be in force for a period of five years from the date of execution. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement. (Expiration Date: June 30, 2026)

Execution

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date: _____

Entity: City of Isanti

By: Jeff Johnson
Title: Mayor

By: Josi Wood
Title: City Administrator

Date: _____

Entity: City of Braham

By: Patricia Carlson
Title: Mayor

By: Angela Grafstrom
Title: City Administrator

Appendix A Charges

Response to mutual aid: First forty-eight hours are free

After the first forty-eight hours charges will be based upon equipment and personnel as follows:

Police/Equipment	Police Hourly Rate
Officer & Car	\$75.00
Officer	\$50.00

Public Works Charges

Labor Rate – Regular Time	Per hour minimum charge of ½ hour	\$40.00
Labor Rate – Over Time	Per hour minimum charge of 2 hours	\$60.00
Loader (with one operator)	Per hour	\$90.00
Skidsteer (with one operator)	Per hour	\$75.00
Skidsteer with attachment snow blower, brush cutter, broom, grapple bucket or other (with one operator)	Per hour	\$125.00
Dump Truck (with one operator)	Per hour	\$85.00
Street Sweeper (with one operator)	Per hour	\$85.00
Bucket Truck (two people required per OSHA included in hourly rate)	Per hour	\$175.00
Progressive Mower	Per Hour	\$65.00
One-ton truck (with one operator)	Per hour	\$65.00
Vactor Sewer Cleaning Truck (with two operators as required by OSHA)	Per hour	\$155.00
Air compressor or portable generator	Per hour	\$65.00

RESOLUTION 2021-XXX**POLICY FOR DONATION OF SURPLUS CITY PROPERTY**

WHEREAS, from time to time the City may determine there are equipment or goods that is no longer of use to the City or equipment that has been determined to be replaced as the useful life deems necessary; and,

WHEREAS, the City may donate the equipment or goods to a nonprofit organization with established procedures outlined in a Policy for the donation of Surplus Equipment per Minnesota Statute § 471.3459; and,

WHEREAS, the donation of surplus property Policy is represented as ‘Exhibit A’; and,

WHEREAS, the form for a nonprofit organization to request surplus property is represented as ‘Exhibit B’;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve a Donation of Surplus Property Policy and form for such request per ‘Exhibit A’ and ‘Exhibit B’.

This resolution was duly adopted by the Isanti City Council this 6th day of July 2021.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Exhibit A

DONATION OF SURPLUS PROPERTY POLICY

PURPOSE

The purpose of this Policy is to establish procedures for the donation of Surplus Equipment by the City to a Nonprofit Organization as required by Minnesota Statue § 471.3459.

SCOPE

This policy applies to all City departments that generate Surplus Equipment and governs the actions of all City employees and officials.

DEFINITIONS

“City” means the City of Isanti, Minnesota.

“City Council” means the governing body of the City.

“Donation” means to contribute, donate or give Surplus Equipment at no cost to a Nonprofit Organization that serves a public purpose and benefits its community as a whole.

“Eligible Organization” means a Nonprofit Organization serving one or more of the following functions: cultural, historical, educational, safety, social services, environmental or economic.

“Fair Market Value” means the price at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all relevant facts.

“Nonprofit Organization” means an organization formed under Section 501(c)(3) of the Internal Revenue Code.

“Policy” means this Policy adopted by the City Council.

“Surplus Equipment” means equipment used by the City’s public works department, and cellular phones and emergency medical and firefighting equipment that is no longer needed by the City because it does not meet industry standards for emergency medical services, police, or fire departments or has minimal or no resale value.

“Surplus Equipment Form” means the form attached as Exhibit I to this Policy that must be filled out by a Nonprofit Organization requesting a Donation of Surplus Equipment.

PROCEDURE

The City shall determine all Surplus Equipment and may offer it for Donation in conformance with the following guidelines:

1. Identify Surplus Equipment. Department supervisors are responsible for monitoring their equipment and shall identify and report all Surplus Equipment to the City Finance Director on at least an annual basis.

2. Determine the Fair Market Value of Surplus Equipment. The City Finance Director shall work with City staff to determine the Fair Market Value of the Surplus Equipment.
3. City Council Declaration. The City Finance Director will forward a list of the Surplus Equipment with each item's Fair Market Value to the City Council who shall approve or deny the Surplus Equipment as eligible for Donation. The City has no obligation to make a Donation of Surplus Equipment. Surplus Equipment that is not donated may be sold, recycled or discarded in the discretion of the City Administrator.
4. Donation. After the City Council has determined the Surplus Equipment is eligible for Donation, the City Finance Director is responsible for coordinating the Donation of the Surplus Equipment in accordance with the terms of this Policy.
5. Transfer between Departments. All Surplus Equipment must first be considered for transfer between departments for the benefit of the City.
6. Advertisement. Surplus Equipment shall be posted as eligible for Donation on the City's website. The City may also use other reasonable means to notify Eligible Organizations about the availability of Surplus Equipment. The City shall wait at least 30 days after advertising Surplus Equipment before approving any Donation.
7. Surplus Equipment Form. Eligible Organizations interested in Surplus Equipment shall fill out a Surplus Equipment Form and submit the form to the City Finance Director.
8. Approval of Donation. If the Surplus Equipment has a Fair Market Value less than \$500, the City Department Director shall approve the Donation to an Eligible Organization, subject to review by the City Council. If the Surplus Equipment has a Fair Market Value greater than \$500, the City Council must approve the donation by a majority vote of the City Council.
9. Prioritization of Donations. If more than one Eligible Organizations requests a Donation for the same Surplus Equipment, the City shall consider factors it deems relevant including how the Surplus Equipment will be used, the benefit to the Eligible Organization, the impact on the City, how the Donation will accomplish goals of the City Council, and any previous Donation to the Eligible Organization.
10. Conflict of Interest. All City employees and officials are prohibited from taking possession of any Surplus Equipment on behalf of an Eligible Organization.
11. As Is. A Donation of Surplus Equipment is made "as is" with no warranty, guarantee or representation of any kind, express or implied, as to the condition, utility, or usability of the Surplus Equipment offered. The Surplus Equipment may be defective and cannot be relied up for safety purposes.
12. Title. The City Finance Director or Police Chief, if police department equipment, shall cause any title or other ownership documents to be transferred to the Eligible Organization at the time

of transfer. Any fees required to transfer the Surplus Equipment are the responsibility of the Eligible Organization.

13. Transportation. In the Surplus Equipment Form, the Eligible Organization must provide a detailed plan for transporting the Surplus Equipment from the City to the Eligible Organization. The Eligible Organization must pay all expenses associated with the transportation of the Surplus Equipment.

14. Delegation. The City Administrator may delegate specific responsibilities for implementing this Policy.

15. Documentation. The City Finance Director shall document the Donation of all Surplus Equipment and shall keep such records in accordance with the City's Records Retention Schedule.

16. Review of Policy. The City Finance Director is responsible for maintaining and reviewing this Policy. Any changes to this Policy must be approved by the City Council.

Exhibit B



Surplus Equipment Request Form

Organization Name: _____

Organization Address:

Organization Website: _____

(Attach proof of status as a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code.)

Organization Purpose: _____

Point of Contact

Name: _____

Address: _____

Email: _____

Phone: _____

City Surplus Equipment of Interest: _____

How will the requested Surplus Equipment benefit your organization?

How do you plan to transport the surplus property from the City to your location?

DISCLAIMER OF WARRANTIES. The City makes no agreement, warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or use of the Surplus Equipment by the recipient or any other user.

The recipient acknowledges the Surplus Equipment may be defective and that it cannot be relied

upon for safety purposes. The recipient has a duty to inspect the Surplus Equipment before it is used for any purpose.

The recipient acknowledges that the City is not a manufacturer of the Surplus Equipment or a dealer therein; that the Surplus Equipment is being provided "as-is" and "with all faults," it being agreed and understood that all of the aforementioned risks are to be borne by the recipient or user of the Surplus Equipment.

In no event shall the City be liable for any damages in connection with or arising out of the recipient's or any other person's or entity's use of the Surplus Equipment.

I acknowledge that the Donation of any Surplus Equipment to my organization is subject to the City's Policy for Donation of Surplus Equipment to a Nonprofit Organization.

I have authority to request a Donation from the City and to bind my organization to the terms of this form.

Signature of Applicant _____

Date _____

A Community For Generations.



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: July 6, 2021
Subject: Resolution 2021-XXX Authorizing a Reduction in the Letter of Credit for Circle B Ranch

Background:

Brenan Cox with Circle B Ranch is requesting a reduction in their Letter of Credit (LOC) for their parking lot. Per their CUP they have five years to pave their parking lot and a LOC was submitted as part of that approval. They have paved the accessible stalls and some of the lot and are requesting a reduction in their LOC for that work. Staff recommends reducing the LOC to \$20,450.00

Attachments:

- Resolution 2020-XXX

RESOLUTION 2021-XXX

**AUTHORIZING A REDUCTION IN THE LETTER OF CREDIT FOR CIRCLE B
RANCH**

WHEREAS, Brennan Cox has submitted a written request for a reduction in the letter of credit as described in Conditional Use Permit; and,

WHEREAS, Mr. Cox has requested a reduction for the work that has been completed on the parking lot; and,

WHEREAS, Mr. Cox has five years to install the parking lot and has installed a portion of the lot; and,

WHEREAS, the Community Development Director and City Engineer have reviewed the request and recommended approval to reduce the amount to \$20,450.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, that the requested reduction in the letter of credit be hereby **APPROVED** as requested, **BE IT FURTHER RESOLVED** that the City Council of the City of Isanti authorizes City Staff to execute said reduction.

This Resolution was duly adopted by Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council

To: Mayor Johnson and Members of the City Council
From: City Administrator Josi Wood
Date: July 6, 2021
Subject: Resolution 2021-XXX Accepting Quote for New Liquor Store Point of Sale Software

Background:

Staff solicited three quotes for Point of Sale (POS) Software for the new liquor store; two were received:

	RITE	Cybertill
Total	\$11,310.00	\$12,200.67

Recommendation:

Staff recommends RITE for the following reasons:

- Overall cost is less with more services provided
- Liquor specific POS software – specialized
- Ability to get stock information / pictures of beers/wines/spirits for ecommerce site
- Integrated customer loyalty program
- Integrated ecommerce site ability
- Simple and easy to navigate ecommerce for curbside sales
- Cloud-based software with ability to use “off-line”
- Training provided and ease of use by employees
- Ability to run a large variety of reports that can also be customized

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2021-XXX
- RITE agreement

RESOLUTION 2021-XXX

ACCEPTING QUOTE FOR LIQUOR STORE POINT OF SALE SOFTWARE

WHEREAS, the Liquor Store requires upgrades to the Point of Sale (POS) software and hardware that will be installed at the new store; and,

WHEREAS, staff evaluated multiple platforms and solicited quotes from RITE-Cloud Retailer, Cybertill and EPOS; and,

WHEREAS, RITE-Cloud Retailer was found to be in the best interest of the City based upon having the lowest overall cost while providing additional modules such as ecommerce and a customer loyalty program; and,

WHEREAS, the new liquor store will have two stationary POS and one additional mobile for curbside sales as well as an online e-commerce portal;

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

1. Accept Point of Sale software by Rite including 5% contingency in the total amount, not to exceed, \$11,875.50.
2. Funding identified as the 2021A bond issue.
3. Authorize staff to enter into an agreement for such service including ongoing monthly costs for service.

This resolution was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

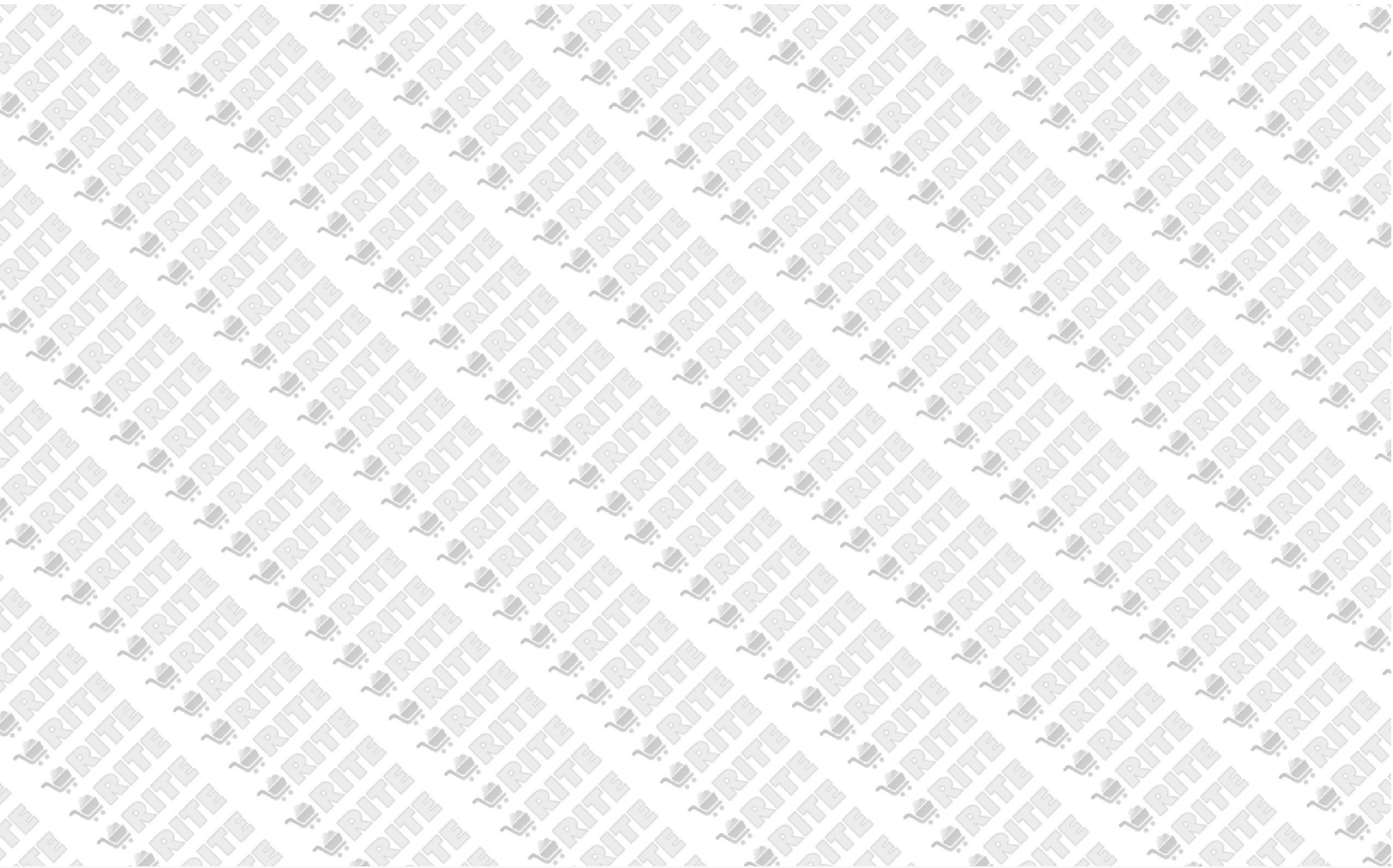
RITE

Client: City of Isanti

Sales rep: Gary Noble

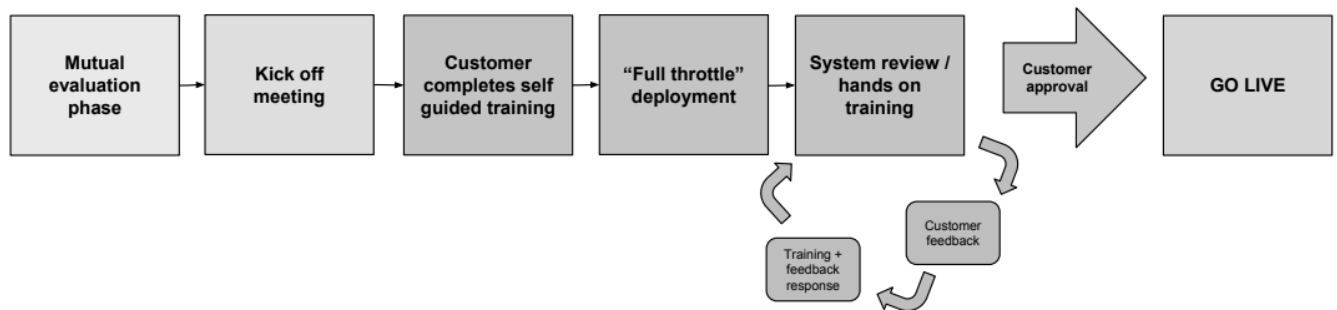
Date: 6-28-2021

Proposals expire 60 days from date



RITE Proven Process

RITE uses our “Proven Process” to deploy systems to new customers. This is a process that has been refined over more than a decade of experience working with retailers like you and we consider it the best in the industry.



This is a time tested process that emphasizes two very simple ideas:

ONE: An ounce of prevention is worth a pound of cure.

Time spent preparing for go-live is time well spent. If the stakeholders don't take the time, it becomes a debt that always gets paid. **If all parties don't do the work up front the debt will get paid, during go-live - and with a tidy amount of interest.** A training issue, as an example, is easy to address early before it becomes a “hair on fire” event on the first day of go-live if people are not prepared.

TWO: Getting the project done quickly = best results for customer

As you learn more about our process you'll notice the emphasis on us moving quickly, and our expectation that the client does the same. There are many benefits, including:

- The sooner we deploy, the sooner you reap the benefits of your new system. If the new system will help you sell \$X more or save \$X per month, the sooner you start the sooner that happens.
- Many things we do during the deployment are like an ice cream cake, they melt with time. If we train you today and we wait a month to go-live you know the knowledge will dissipate without use. If we import your data, the longer we wait the more inaccurate the data becomes. The list goes on and on.

Understanding our process is critical as we base our proposal pricing on the fact that we can apply these tactics to your project. More details can be found in the “RITE Proven Process” document online which was sent as an additional attachment to the email containing this quote – you should review it before accepting the proposal to ensure you're comfortable with the process.

If you are serious about your business and making the most out of this investment **you'll love this process** but, no doubt, it is a commitment on your part.

*Although we use the word quickly to describe the pace of the project, deploying the RITE way generally takes 4-6 weeks from the time the proposal is signed and deposit received. Please note that with the growth of the Cloud Retailer product we are quite busy so following these processes is critical to a successful deployment.

Summary of proposed software, services, and equipment



Cloud Retailer POS subscription / upfront Costs

Cloud Retailer standard pricing is \$50 per month fee per POS + \$500 per POS upfront license cost.

The Cloud Retailer monthly fee includes 2GB of database space per POS. 2GB of space typically equates to approximately \$8M in sales history and \$4M in purchase order history for a retailer where the average price of product is \$25. The system does include the ability to archive old data.

Included support / premium services

There is a basic level of service included in the Cloud Retailer subscription fee – see the Cloud Retailer Wiki site for the terms of this service here:

<http://wiki.cloudretailer.com/tech-articles/other/support-covered-by-subscription-fee>

Subject to change, with notice given.

Premium services are used by customers to cover services not included in the base level of service, things like deeper level training, support for hardware, networks, customization of reports, etc. The majority of our customers buy a block of time and use it as they desire. The block quoted with your system is included below:

5 hour bundle - \$595

10 hour bundle - \$1,090

25 hour bundle - \$2,475

50 hour bundle - \$4,725

Packages must be purchased up front to utilize premium services.

"It's unwise to pay too much, but it's worse to pay too little. When you pay too little, you sometimes lose everything, because the thing you bought was incapable of doing the thing it was bought to do"

Installation & training

Cloud Retailer includes a full fledged complement of software components in the price of the base software. In order for us to make operational, configure, train, and enhance your use of those functionalities, there is an additional cost. If you intend to utilize a specific module make sure the "Included" column below says YES or it will not be deployed.

The price below includes:

- Time for our staff to enable a given functionality, including initial configuration that may be needed.
- Access to training materials and consulting time. Some training will be self-guided, some one-on-one, and much of this service is conducted through "system review". Which of these methods is utilized depends on the module. We will send **(2)TWO** individuals through the training process for the price stated.
 - o See details for each module on our wiki site. <https://wiki.cloudretailer.com/training>
 - o We employ a "train the trainer" approach and us training two users is a sweet spot. One person doesn't allow for enough feedback about the business and is also risky (what if that person moves to another job). Three or more can make our conversations unfocused and have more overhead. If you'd us to train more or less than two people make sure that is listed in the special requirements section of this document.
- Supportability of your system. While all of these functionalities are generally accessible in the system if you do not have two staff members trained on how to use them – we will not provide support on the functionality. You can schedule additional training at any time post go-live.

Software modules to deploy

Level	Module / Service	Included	Cost
100	Basic install & training + POS basics and back office basics	YES	\$450
125	End of day reconciliation	YES	\$75
150	Back office reporting	YES	\$100
175	Shelf tag printing	YES	\$75
200	Age verification	YES	\$50
225	Gift card creation and processing	YES	\$50
250	Employee time clock	YES	\$75
275	Setting up basic promotions	YES	\$50
300	Rentals / kegs *dymo label printer required for tag printing	NO	\$100
325	Inventory – including purchase orders, inventory transfers, physical inventory counting	YES	\$450
350	Introduction to configuring Taskpads (buttons at POS)	YES	\$150
375	Creating and managing orders (work orders, layaways, special orders, web orders)	NO	\$200
400	Orders training which can cover topics like full page invoicing, wholesale pricing, accounts receivable statements, etc. If you use any of these concepts it requires "orders 375" training as precursor.	NO	\$350
425	Customer loyalty programs	YES	\$450
450	Basic product importing	YES	\$150
475	Supplier purchase planning	YES	\$350
500	Configuring dynamic attribute sets	NO	\$150
575	Formula based, advanced promotions. Multi layered, quantity/volume discount schemes, price levels, etc... *requires Basic Promotions 275 training as precursor	YES	\$400
NA	Base costs / POS and back office spin up - always required	YES	\$75

Our objective is to train you on how to execute a majority of the functionality you need to ensure you can wield the system to your maximum benefit and keep your support costs low. Taskpad training (the buttons you use at the POS) is a great example. The system comes with a default configuration and we will train you how to adjust as needed. If you want us to perform services like configure your taskpad for you instead of being trained to do so yourself, we will happily do so utilizing premium service package time. If you need many specialized buttons set up (10+ buttons) or you require some specialized button workflow make sure that you discuss it with your sales rep **and** that they list this in the "Customer Special Requirements" section of this document. **Do not accept the proposal unless ALL special requests are listed there.**

Add-on modules

Cloud Retailer includes a number of software Add-On integrations and features that are not included in the price of the base software. In order for us to deploy, configure, train, and support your use of those functionalities, there is an additional upfront and ongoing cost. If you are going to utilize a specific module make sure the "Included" column says YES for each module you intend on deploying.

Module	Setup/ training	Monthly	Unit	Comments	Included
Eset Antivirus - Standard	\$10	\$4	Per device	STRONGLY recommended for ALL computers!	0
Cloud Retailer Mobile	\$1,695	\$19	Per device	Includes Android based inventory scanning device, installation, training. Requires wifi infrastructure with solid coverage throughout building.	0
Supplier Integration (Fintech)	\$400	\$50	Per store	Other file formats supported but there are additional costs. A Fintech account is required and does have additional fees.	NO
Accounting integration	\$450	\$20	Per store	We can integrate to Quickbooks on premise, online, or create a comma separated flat file. Our standard integration assumes that the data will be imported into the accounting system via GL buckets for each department and tender type. Custom mappings are an option however they come with an additional cost. See our wiki site for additional details.	NO
Base email alert configuration	\$50	\$0	Per alert	Assumes the report that would execute the alert already exists. Does not include time to design custom reports that may be needed.	YES
Uncorked Commerce	\$850	\$180	Per Store	Credit card processing fees: 2.69% + 25 cents per transaction E-commerce card processing is more expensive than in-store rates as they are higher risk transactions (no physical card is present).	YES
Drizly integration	\$110	\$10	Per store		NO
City Hive integration	\$275	\$20	Per store		NO
Thirstie integration	\$275	\$20	Per store		NO
Reserve Bar integration	\$275	\$20	Per store		NO
BottleCapps integration	TBD	\$20	Per store		NO

More detailed information about the software and add-on modules for Cloud Retailer can be found on our Wiki Page at: <http://wiki.cloudretailer.com/rite-proven-process-rpp/cloud-retailer-module-list>

(0) CloudRetailer RITE Handheld (\$1,695 per + \$19 per month)

This includes a one-time license cost for the CloudRetailer Mobile Manager software, which is a tool to create and receive purchase orders, create and receive inventory transfers, perform physical inventory counts, print labels, and manage item properties. It also includes a RITE handheld running Android OS, with 1D scanner, charging dock, and charging cable.*\$19 per month software maintenance charge is required.



Cloud Retailer credit card processing module

Cloud Retailer includes the ability to process credit cards using some of the most secure technology available and can be utilized through multiple payment processors. There is an ongoing hard cost for RITE in supporting these solutions, maintaining and verifying the security required for these solutions and therefore there is a charge to utilizing this technology.

Please choose one of the following options:

- ☐ I am not processing credit cards or will be using a non-integrated payment terminal (\$0)
- ☐ NAB signed *through* RITE (NAB preferred – therefore \$10 per month with payment terminals with NAB **lifetime warranty**). Account must be signed via RITE.
- ☐ I am bringing my existing payment processing account with First Data, Heartland, TSYS (NON-RITE) account- \$10 per month per POS

If you are processing credit cards through someone else and interested in processing with NAB via RITE, NAB can usually beat most rates. Assuming you would switch, provided they meet or beat your current terms), and they cannot meet or beat your current pricing (2 months statements required), RITE will credit your CardDefender \$10 per month maintenance fees **for one year** under current processor, AND give you a free month of Cloud Retailer subscription services. If you're in a contract with another provider very often these contracts are "bought out" by NAB to allow you to open an account with them. See contract terms and conditions for details.

Typically, the payment processor sources the payment terminals (PAX S300 is supported) however if you require RITE to provide the terminals let us know. We REQUIRE that the retailer use a Tailwind mounting stand as it enhances the longevity of the device.

If using your existing payment provider please provide Processor contact information here:

Company name: _____

Rep name: _____ Rep email: _____

Rep phone: _____

Customer wants to use contactless payments (pay w/ mobile):	YES
Customer requires PIN based debit:	YES
Customer requires EBT / food stamps:	NO
Customer wants to allow debit cash back:	NO

Existing hardware evaluation / deployment

If RITE will not be providing hardware to the customer, all existing hardware must meet our minimum standards and be well prepared for use with the new system. See our website for details and a list of supported barcode scanners, receipt printers, and other peripherals:

<http://wiki.cloudretailer.com/tech-articles/other/hardware-requirements-for-cloud-retailer>

- CloudRetailer does NOT support old school green character customer facing pole displays.
- Cloud Retailer ONLY supports ZPL (Zebra programming language) label printers
- Changes in state Driver's License technology may require upgrading to 2D barcode scanner in order to interact with DL (age verification and/or setting customer to transaction)

Under no circumstances do we *support* off brand POS hardware. Typically we're able to make most products work, though they may not be able to utilize the entire Cloud Retailer feature set. RITE makes no guarantee that it can make a specific device work, at which point we will apply a credit for the amount paid to make the hardware work against the purchase of new equipment from RITE.

There is a maximum amount of time RITE will invest in the attempt. This is calculated by taking the charge for the device divided by \$50. For a barcode scanner we would invest a maximum of 2 hours before we would require the user to purchase new equipment.

If you believe you've received an exemption to these standards, it must be stated in writing here (space below). TM88V receipt printers, ELO touch screens, Windows 10 cpu i5 w/ 8 GB Ram and 2.90 GHz.

POS Hardware included in proposal

Below are the hardware components that WILL be purchased through RITE. ****We may need to provide and have your permission to provide "reasonable substitutions" due to COVID shortages AND this also may delay system deployment as chip shortages have delayed all hardware.**

(3) POS Station components (\$539 per register)

Datalogic QD2430 2D Barcode Scanner

APG Cash Drawer (19 X 15 inches)

(1) Retail-Ready Business Class mini NUC (Intel processor with a Passmark speed score of at least 3200, 4GB of RAM, 128GB solid state hard drive, and Windows 10 Professional.

Includes RITE's Pure POS retail image for Windows. Includes 3-year warranty

(1) Datalogic QD2430 WIRELESS 2D Barcode Scanner \$549

A responsive and economical barcode scanner that is Omni-directional (easier point and shoot to scan) and is a MUST if you plan on scanning ID's like the "Real ID" that utilize 2D barcode technology, or if scanning QR codes. 2D scanners also scan barcode images on phones.

(1) Zebra ZD410 Direct Thermal Label Printer (\$420)

The ZD410 has a 2" printing width and can print 3.5 inches per second. A great compact label printer for shelf tags or item labels. This is a thermal barcode label/shelf tag label printer and includes a roll of 2.25 x 1.25 sticky labels.

(2) Card Defender S300 Payment Terminal SOURCED BY PROCESSOR

The Card Defender S300 is a fully featured customer-facing, payment device which offers retailers an innovative branding channel. Combining high-security payment, outstanding durability, PCI compliance, and NFC capabilities (apple pay, google wallet etc...) the S300 features a responsive capacitive touch screen and electrostatic pen to enable electronic signature capture and excellent finger touch responsiveness.



(2) Card Defender S300 Mounting Bracket (\$68 per terminal)

A mounting bracket that allows you to bolt the unit to your countertop and have it nicely presented to customers. It also enhances the longevity of the payment terminal.



Additional Hardware Options (not included on proposal)

Logic Controls LV4000 – (8.4" LCD Net Display) \$349 per



Standard and custom reporting

This proposal assumes that the Cloud Retailer factory reports, receipt templates, and labels will work in a satisfactory way for the end user. In order to view a gallery of our most common templates go to this address:

<http://wiki.cloudretailer.com/tech-articles/module---labels/standard-templates>

If you are a user of another system and have critical reports and you are not 100% positive the equivalent data is included in a Cloud Retailer report, provide them to us and make sure they are listed below in the "Customer Special Requirements" section. We very likely have them or something similar or can create a report for you (as a premium service).

User acceptance testing hardware

As per the RITE Proven Process, we have your team do “user acceptance testing”. This is to ensure that you are very well trained and comfortable prior to go-live. In order to do this properly we need your team to have hardware that can be configured with Cloud Retailer to get the full effect of your new system. We typically cannot configure the hardware to work with both your old POS and your new one. Please choose from one of the following options.

- ☒ I am buying a new POS station and can set this up out of the way somewhere for cashiers to train/test on.
- ☐ I have a spare barcode scanner that is compatible with Cloud Retailer. I am ok with having two scanners plugged into one of my POS stations temporarily. One that can be used with my existing POS software and the other will be used with Cloud Retailer (as the configurations are incompatible).
- ☐ I am buying a new barcode scanner as part of this proposal and it will be shipped early on to me so I can plug it into an existing POS station. I am ok with having two scanners plugged into one of my POS stations temporarily. One that can be used with my existing POS software and the other will be used with Cloud Retailer (as the configurations are incompatible).

Data conversion

This proposal includes (choose one):

- ☐ I am starting from scratch – no import – I will manually enter data or import it myself (requires import training module)
- ☐ I am starting from scratch – but using a template product DB provided by RITE. Please see terms of use / data ownership agreement for more details:
<http://wiki.cloudretailer.com/tech-articles/other/template-database-usage>
- ☒ Conversion using Excel spreadsheets provided by the merchant to import customers, products, prices, gift cards, and suppliers. This option does NOT include importing historical data. You can download the Excel template here <https://tinyurl.com/yayqcm3h>.

PLEASE ADD ANY IMPORTANT DETAILS ABOUT YOUR IMPORT HERE

LPOS/LBOSS import

Here is a link to a very important article with considerations about data conversions – please review carefully.

<http://wiki.cloudretailer.com/tech-articles/other/database-conversion-considerations>

As stated in the article, garbage in, garbage out. We strongly recommend prior to providing your database that the data is clean and has been translated where needed. Our quoted price does not include any truncating, massaging, manipulation, cleansing, deduplication, transformation, or translation of data unless explicitly stated in the comments above.

We DO offer these services at an additional cost to our standard data import costs as it is often a time-consuming process but can definitely be worth the time for some users.

APIs, custom scripts, data exports / imports.

Integration processes are a functionality of the system to import, export, or update data in an automated fashion. API's are functionalities that allow for 3rd party apps to integrate with Cloud Retailer. None of these are provided unless specified.

If you do not see something that meets your requirements or have questions please ask *prior* to approving this proposal. If a requirement is not listed in this proposal then it is not included. Any special requests need to be notated in the "Customer Special Requirements" section of this document. If you're unsure, please ask – we're happy to add notes in the special requirements section to make sure everyone is clear on the requirements of the project.

Customer special requirements / notes

*Customer may add any notations here that were previously discussed with their Sales Rep that should be highlighted. This is a solely a project notes section and not a place to add or request new features.

The customer has no other special requirements. All CR factory standard reporting, receipts, and labels are sufficient. We can create CloudRetailer compatible label(s) if provided a sample of what you require via support package time. These samples should be provided **before** the proposal is signed.

Investment summary

QTY		Cost	Total Cost
3	CloudRetailer core - upfront	\$500	\$1,500
	Database import / Template database		\$899
	Software configuration & training		\$2,950
1	5 Hour Support Package	\$595	\$595
	Add-on modules - set-up (Email alerts, eShop)		\$1,000
	POS Hardware total (POS Peripherals)		\$3,477
	POS hardware configuration		\$300
	Subtotal:		\$10,721
	(exempt) Sales tax:	0.00%	\$0
	One time cost total:		\$10,721
3	CloudRetailer POS - monthly subscription	\$50	\$150
3	Payment processing module	\$10	\$30
0	Payment processing module discount	-\$10	\$0
1	Add-on modules subscription (eShop)	\$180	\$180
0	Non-standard hardware - subscription	\$0	\$0
	Recurring monthly charges:		\$360
	(exempt) Sales tax:	0.00%	\$0
	Proposal total:		\$11,081
	Down payment required: \$6,649		
	60% down payment required		

*If taxes have been mistakenly computed, RITE reserves the right to invoice the customer for the appropriate taxes at any point in time.

Purchase agreement

Prices guaranteed on this quotation for sixty (60) days from the date of proposal

All rendered services are non-refundable (50% of installation fees are used prior to installation and are therefore non-refundable.) There is a 25% restocking fee on all standard hardware - any special order hardware is non-refundable.

Any pricing information included herein is for quotation purposes only and is not an order or offer to sell. All prices and descriptions are subject to change without notice. All products are subject to availability from the manufacturer. This price may not include any applicable taxes, tariffs, or shipping costs. We strive to properly calculate these items but if we do not we reserve the right to collect these at any point in time if it was not calculated properly initially. All billing and support notices will be performed via email to the address listed below.

billing@rite.us

support@rite.us

Please make sure these are in your "safe email" list.

IMPORTANT DETAILS

- ☐ Important: **Cloud Retailer subscriptions start 45 days** after the kick off meeting occurs, **regardless of go-live date**. Please make sure any special notes about your timeline are listed above. If the deployment is completed in less than 45 days you will receive the subscription days prior to that for free. If you go-live later than 45 days, the subscription charges will have automatically started on the 45 day mark.
- ☐ RITE desires the client to provide "always on" remote access to POS stations, at a minimum during the deployment stage but preferably long term. Stores will be sent "invite codes" and will be required to run a process to invite us to each POS station. The client authorizes this activity.
- ☐ The proposal includes OFFSITE installation and remote training. This means you will be responsible for the physical plugging in of equipment and mounting of the units. Once they are connected to electricity and the network and securely mounted we will work with you to finalize the installation. Configuring the equipment one time is included in the scope of this project. If equipment has to be configured multiple times that would be out of scope.
- ☐ The customer is aware that the Cloud Retailer subscription includes base services only with the option to purchase premium support services, which bear an additional cost. See Cloud Retailer support terms and conditions for more details on definition for base services versus premium services:

<http://wiki.cloudretailer.com/tech-articles/other/support-covered-by-subscription-fee>

- ☐ The premium support packages offered by RITE (blocks of time) provide the customer with a discounted price that is lower than the standard hourly rate. If the customer opts not to choose one at this time they acknowledge that any premium service executed by RITE will be done at their current hourly rate billed in 15-minute increments and subject to their standard support agreement.
- ☐ All products and services that are to be delivered as per this quote need to be explicitly included in writing in this quote. We want to make sure you know exactly what you're getting and that we understand your expectations to ensure the highest level of customer satisfaction. If something is not explicitly listed on the proposal, it's not included. Please make sure any and all special requests or special circumstances are well documented on this contract.
- ☐ By signing this document you are agreeing to Cloud Retailers Data Ownership, Privacy Policy, and Terms of Service. Details can be found here:

<http://wiki.cloudretailer.com/tech-articles/other/privacy-policy-azure>

If any of these options are not acceptable or desirable PLEASE discuss alternatives with us prior to executing this proposal.

MONTHLY SUBSCRIPTION CANCELLATION POLICY

We fully expect the Cloud Retailer product to earn your continued patronage each and every month. If we are not living up to your expectations you are free to cancel your service at any time with the following considerations:

- If more than the current month's fees have already been paid (i.e. a yearly subscription paid in full), a prorated refund will be issued after the thirty (30) day data retention period, less any discounts that were previously applied.
- All licensed POS Devices that have been active for at least one (1) day during the current month will be billed for the entire month. For example, if you wanted to activate service so that you could have additional registers for Christmas, a minimum of one month would be billed.
- Written notice of termination is sent to billing@rite.us at least ten (10) business days prior to the end of the current month. Notices sent after this period will end during the next month.
- All outstanding or past due balances with RITE have been paid in full (or appropriate arrangements made with the billing department).
- Access to the POS terminals and back office will cease at the end of the current month's service. All data required should be exported prior to sending the cancellation notice as data will be removed at this time and will no longer be recoverable.
- Cloud Retailer "core" fees represent the cost associated with the service of initially setting up and turning on your Cloud Retailer software. It does not include costs for installation of the point of sale software. It is non-refundable.

UPTIME GUARANTEE. Cloud Retailer has a guaranteed uptime of 99% on all *hosted* services.

- The back office application viewed through a browser is considered the "hosted" service. The point of sale/cash register application is reliant on the user's hardware and is not wholly reliant on the hosted back office services. Therefore, the uptime of this functionality is based on the end users responsibility to maintain their equipment and is therefore excluded from this guarantee.
- RITE Enterprises Inc. is responsible for the uptime of its "cloud" (servers, network, etc). If a user loses access to hosted services due to a network, the internet, or computer issues on their end it would not be counted as downtime.
- Measurement of the uptime excludes time between 1 AM and 3 AM Eastern Standard Time (nightly) as this is a maintenance window for the application.
- If Cloud Retailer does not meet this uptime guarantee then the user can submit notice of times they suspect as qualifying as downtime at which point they will be compared to internal records. If valid the user would be credited for that downtime that is in excess of the 1% downtime allowed. This credit will be prorated to their bill based on the percentage of downtime that occurred. This credit cannot exceed the monthly subscription cost of the software for any given month.
- Downtime is defined as a problem with the software that inhibits the user from being able to perform more than 80% of the normal functions in any reasonable capacity. The user must report these issues within 15 minutes of the occurrence taking place for them to be logged as downtime.

DEFECT. For purposes of support, this agreement defines a defect as a problem with the software or systems not operating in accordance with how the software was originally designed (which may or may not be in agreement with what any given user would prefer).

LICENSE. RITE Enterprises Inc. shall retain the ownership of the provided copy of Cloud Retailer software and the documentation provided therewith (referred to as a single entity, or as components, as "the Licensed Software") which is licensed on a non-exclusive basis for use under the following conditions.

PERMITTED USES. Subject to the terms hereunder, RITE hereby grants to Licensee a limited, non-exclusive, non-transferable, revocable license, without the right to sub-license, to install and operate the Licensed Software and to operate an account on the RITE website and related applications solely for the benefit of Licensee and not for any third party, until the termination of this Agreement. Any rights not expressly granted hereunder are reserved. There are no implied rights of any kind. To the extent that the Licensed Software includes intellectual property rights of any third party ("Third Party Rights"), the license granted is to the extent that RITE is able to license such Third Party Rights.

PROHIBITED USES. Licensee shall not (a) make copies of or further distribute the Licensed Software, including copying onto any other medium, (b) distribute, rent, sublicense, lease, resell, or assign the Licensed Software, (c) alter, modify or adapt the Licensed Software or the RITE Services, including but not limited to, translating, decompiling, disassembling, reverse engineering, or creating derivative works, (d) export the Licensed Software without the appropriate foreign government licenses and without RITE prior written approval, (e) resell, rent or otherwise provide access to the RITE services to a third party or (f) take any action in an attempt to obtain any other RITE user's data, cause malfunction, crash, tamper with or otherwise impair the RITE website and related applications, and their services. Any rights not expressly granted hereunder are reserved by RITE.

No rights in the Licensed Software or RITE Services are granted, whether expressly or by implication, including, without limitation, any rights in any patents, copyrights, trademarks or trade secrets embodied therein, except in connection with the permitted uses expressly described herein.

ARBITRATION. The validity of any controversy or claim arising out of or in connection with this Agreement shall be subject to Arbitration by a single arbitrator under the auspices of the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. Notice of the hearing is to be given to the parties in writing by registered mail, return receipt requested, addressed to said parties at the addresses herein set forth. All arbitration proceedings shall be conducted in accordance with the rules of the AAA at the branch of the AAA closest to the Vendor's principal place of

TAXES. Customer hereby agrees to be responsible for and to pay any and all sales taxes levied by federal, state or local governments, and such taxes shall be collected by Vendor pursuant to Paragraph 3 above; and, in addition, the Customer shall indemnify and hold Vendor harmless from payment of any taxes, including but not limited to sales, use, or personal property taxes when and if Vendor is required to pay such tax based on this Agreement.

LIMITATION OF REMEDY. Customer's exclusive remedy and vendor's entire liability in contract, tort or otherwise, in the event that vendor, exercising reasonable diligence and having made repeated efforts, is unable to comply with the requirements as set forth herein, shall be the payment of actual damages incurred, but not to exceed the actual contract price for the item as specified herein.

INDEMNIFICATION. You agree to indemnify, defend, and hold harmless RITE Enterprises Inc., its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of the use or the ability to use the Site or services, any user posting made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed duly given, upon dispatch, if sent registered or certified mail, return receipt requested, to the parties at the addresses listed on the first page of this Agreement, or to such other address as the parties may from time to time designate by appropriate notice.

Recurring ACH Payment Authorization

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement.

Business Name: _____

I _____ authorize RITE Enterprises to charge my
(Full Name) (Merchant's Name)

bank account indicated below for \$ _____ on the 1st or 15th of
(Amount \$) (day)
each month.
(week, month, etc.)

This payment is for Recurring software subscription.
(Description of Goods/Services)

Billing Information

I also authorize the one-time charge of _____ for my current
order of _____ Initials _____

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

Bank Details **

☐ Checking ☐ Savings

Account Name _____
Bank Name _____
Account Number _____
Routing Number _____



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify RITE Enterprises Inc. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that RITE Enterprises Inc. may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$ 35 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____ DATE _____
(Account Holder's Signature)

**** For accuracy purposes, please attach a copy of a voided check with this form.**

I agree to allow RITE to auto charge me for the Monthly Service Agreement associated with CloudRetailer based upon the amount of **360.00 per month plus tax**. I hereby approve and am authorized as such to do so. Number of POS Stations involved **_(3)_POS, (3) Integrated EMV terminal, eShop__**

☐ I prefer to be billed annually via invoice for the full year at \$4,320 + tax

Signature: _____

Date:_____

I certify that I accept this quotation and have the authority to do so on behalf of the undersigned company and have determined that the solution provided through this system purchased meets our company's requirements and needs as we explained them to RITE. I also agree to participate and in the terms associated with RITE's Proven Process for projects.

Name and Job Title: _____

Shipping Address

Company: _____

☐ Same as Company

Company Address: _____

City, State, Zip: _____

Phone: _____

Cell Phone: _____

*Email Address: _____

***(Correspondence will be directed to this address)**

Signature: _____

Date: _____

**Checks can be made out to RITE and mailed to:*

**RITE - Accounting Dept.
1001 2nd Street S - Suite 100
Sartell, MN 56377**

In order to process this document efficiently for you, ***ALL PAGES*** OF THIS DOCUMENT MUST BE INITIALED AND RETURNED. If not, we will contact you to resend it. Thanks for your help!

Please fill out form and fax to: 320-230-1796 or email to billing@rite.us

RESOLUTION 2021-XXX

AUTHORIZING REQUEST FOR PROPOSALS FOR AUDITING SERVICES

WHEREAS, the City of Isanti is required by statute to have an annual financial audit; and,

WHEREAS, the City of Isanti seeks to procure the services of an audit firm to perform annual financial audits.

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

1. Approval of the Request for Proposals for Municipal Auditing Services, attached as Exhibit "A".
2. Publication of notice of the Request for Proposals and distribution to seek proposals for such services from qualified consultants and firms.

This Resolution hereby approved by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Exhibit A

CITY OF ISANTI REQUEST FOR PROPOSALS MUNICIPAL AUDITING SERVICES

STATEMENT OF PURPOSE:

The City of Isanti is requesting proposals from qualified firms to audit its financial statements for five consecutive years beginning with audit work to be completed in 2022 for the fiscal year ending December 31, 2021.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, as well as the provisions of the Minnesota Legal Compliance Audit Guide for Local Government and requirements of the Office of State Auditor.

There is no expressed or implied obligation for the City of Isanti to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

DESCRIPTION OF THE GOVERNMENT:

The City of Isanti operates under “Optional Plan A” form of government as defined by the State of Minnesota statutes. The Council consists of a Mayor and four Council members. For 2021, the City has approximately 30 full time employees, and a General Fund budget of just over \$4 million. City enterprise funds include water, sewer, stormwater and an off-sale liquor store. Inventory audit procedures will be required for liquor store operations. More information, including past financial audit reports can be obtained at www.cityofisanti.us.

RFP TIMELINE:

The following timeline is anticipated in the RFP process:

Council Approval of RFP	July 6 th 2021
Advertise RFP	July 7 th 2021
Deadline to submit proposals	4:30 p.m. August 4 th 2021
City Council consideration	August 17 th 2021

AUDIT PROCESS:

The City of Isanti will be ready for fieldwork beginning the final week of February. The City of Isanti will be flexible in the scheduling of audit fieldwork, however the final audit report and management letter should be presented to City Council at the second meeting in April, which is always the third Tuesday of the month.

Finance Staff will work the audit firm to ensure that mutual expectations are met prior to the commencement of annual audit fieldwork. The City of Isanti will provide audit firm staff a reasonable work area within City Hall while fieldwork is progressing.

Two to three hard copies and one electronic file (pdf format) of the audit report and management letter are to be provided. Drafting of the audit report is not completed by City staff but is to be included as part of the audit proposal and fee.

WORK PAPERS:

The audit firm shall provide digital copies of all work papers, journal entries, and adjusted trial balances no later than the delivery of the final audit report. The auditors will also make available all work papers as requested by any subsequent audit firm.

OTHER REQUIRED SERVICES:

Other services may be requested as necessary and will be billed at hourly rates of the individuals performing requested duties. These services may include, but are not limited to the following:

- Office of State Auditor Annual City Financial Reporting Form
- Preparation of Tax Increment Financing Annual Reports
- Technical assistance in tax increment and audit issues
- Other financial assistance as requested

EVALUATION PROCEDURES:

Proposals will be evaluated holistically, considering but not limited to the following criteria: Experience, Technical Expertise, and Price. The City of Isanti intends ultimately to choose an audit firm based exclusively on the best interests of the City of Isanti.

The City Council will select a firm with consideration for staff recommendations. It is anticipated a firm will be selected on August 17th 2021. Firms may be requested to make oral presentations.

The City reserves the right to reject any or all proposals.

TERMS OF CONTRACT:

Firms submitting a proposal should extend not to exceed pricing for the following audit years:

2022 Audit for Year-end 12-31-2021	\$ _____
2023 Audit for Year-end 12-31-2022	\$ _____
2024 Audit for Year-end 12-31-2023	\$ _____
2025 Audit for Year-end 12-31-2024	\$ _____
2026 Audit for Year-end 12-31-2025	\$ _____

The City of Isanti requests that the proposal include the staff assigned to the audit as well as title, profile, and normal hourly billing rate.

Either party may terminate the contract at any time with 120 days written notice.

PROPOSAL SUBMISSION:

All proposals should be clearly identified as Municipal Auditing Services Proposals and must be received by 4:30 PM on August 4th 2021. Hardcopy proposals will be accepted but digital submissions are preferred.

Please mail hardcopy proposals to:

City of Isanti
110 1st Ave NW, PO Box 428
Isanti, MN 55040

Please email digital proposals to:

MBetker@cityofisanti.us

Questions concerning the proposal may be submitted to Finance Director Betker at MBetker@cityofisanti.us or by telephone at 763-762-5758.

RESOLUTION 2021-XXX

**APPROVING THE RE-HIRE OF PART-TIME PUBLIC WORKS
SEASONAL GENE WEST**

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

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

WHEREAS, Gene West is selected as the most qualified candidate for the open Seasonal position. Gene West is a Seasonal re-hire from 2020;

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

1. That Human Resources is hereby directed to offer the Public Works Seasonal position to Gene West for the City of Isanti and shall be eligible to start on or after April 7th, 2021.
2. Gene West shall start at the wage scale of \$15.70 per hour.
3. Seasonal hires shall not work more than 100 days per the Union Contract in the position of the Public Works Seasonal position effective through Fall 2021.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offers.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This Resolution is hereby approved by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



Memo for Council

To: Mayor Johnson and Members of the City Council
From: City Administrator Josi Wood
Date: July 6, 2021
Subject: Resolution 2021-XXX Accepting Quote for New Liquor Store Security System

Background:

Staff solicited quotes for security for the new liquor store. There will be security on all access entrance points with an alarm system that is connected to a phone line/internet to call out if there is unauthorized entry. There will be security cameras placed throughout the store on the interior to deter theft and aid in the safety of all staff. There will be security cameras placed on the perimeter of the exterior and parking lot of the store as well.

Cameras from the current liquor store will be utilized to save on cost. The DVR at the old store will not be utilized as the functions are limited. It will be retained as an emergency back up if needed.

Recommendation:

Staff recommends entering into an agreement with Legacy Security as they are in the best interest of the City.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2021-XXX
- Legacy Quotes

RESOLUTION 2021-XXX

ACCEPTING QUOTE FOR LIQUOR STORE SECURITY SYSTEM

WHEREAS, the Liquor Store requires security software and hardware that will be installed on the interior and exterior of the new store as well as access entry points; and,

WHEREAS, the security system at the current liquor store will be utilized at the new store plus additional hardware and upgrades due to the size of the facility; and,

WHEREAS, staff solicited quotes from two vendors and found Legacy Security to be in the best interest of the City; and,

WHEREAS, the cost for access alarm is \$3,122.49 and cost for security camera software and hardware is \$14,551.97;

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

1. Accept security equipment quotes by Legacy Security with additional \$1,000.00 for specific camera angles if necessary, in the total amount, not to exceed, \$18,674.46.
2. Funding identified as the 2021A bond issue.
3. Authorize staff to enter into an agreement for security services with Legacy Security including on-going annual costs.

This resolution was duly adopted by the Isanti City Council this 6th day of July 2021.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Estimate

Legacy Security
4356 4th St NE
Columbia Heights, MN 55421
Sales@LegacySecurity.Technology
763-781-5945

Date	Estimate #
6/29/2021	3458

City of Isanti
Josi Wood
PO Box 428
Isanti, MN 55040-7372



Your Salesperson	PO / Project Name	Exp Date	Terms
Jeremy	Liquor Store Cameras 24ch	7/29/2021	50% Down

Quantity	Description	Price Each	Total
4	Travel Assessment	65.00	260.00
1	Camera DVR, 24Ch, IP HD, 16TB, HDD Backup, UPS Surge Protector, Includes programming and installation	2,213.95	2,213.95
4	Camera, Bullet, IP, 4MP, 2.8mm Wide Angle Lens, IR 130ft, 24/7 Full Color, 12VDC / PoE, Includes cabling, installation, and programming LOCATIONS: Front Parking Left Front Parking Right Back Delivery Area	701.0275	2,804.11
4	Camera, Dome, IP, 4MP, 2.8mm Wide Angle Lens, IR 130ft, 24/7 Full Color, 12VDC / PoE, Includes cabling, installation, and programming LOCATIONS: Front Entry POS1 POS2 Walk-In Cooler	615.055	2,460.22
16	Camera (Moved from current Liquor Store Location), Dome, IP, 2 MP, 2.8mm, Nightvision 100ft, Includes cabling, installation, and programming LOCATIONS: Retail Areas 1-16	381.60	6,105.60
1	Surveillance Monitor, 20" LED with ceiling mount, HDMI, VGA, BNC, Includes HDMI Extender & Cables Note: this monitor may be installed up to 200' from the DVR, if the location is within 50' we can change the install to HDMI cable direct and lower the cost by \$225.00	708.09	708.09
Please contact Jeremy at Jeremy@LegacySecurity.Technology or (763) 607-1854 with any questions or comments.		Sales Tax (7.125%)	\$0.00
		Total	\$14,551.97

By signing below you agree to the prices presented in the above estimate and the terms and conditions on the following pages.

Acceptance Signature: _____ Date: _____

Estimate

Legacy Security
4356 4th St NE
Columbia Heights, MN 55421
Sales@LegacySecurity.Technology
763-781-5945

Date	Estimate #
6/29/2021	3459

City of Isanti
Josi Wood
PO Box 428
Isanti, MN 55040-7372



Your Salesperson	PO / Project Name	Exp Date	Terms
Jeremy	Liquor Store Cameras 24ch	7/29/2021	50% Down

Quantity	Description	Price Each	Total
4	Travel Assessment	65.00	260.00
1	Enterprise Camera DVR, 24Ch, IP HD, 12TB, Backup, UPS Surge Protector, Includes programming and installation	7,293.83	7,293.83
4	Camera, Bullet, IP, 4MP, 2.8mm Wide Angle Lens, IR 130ft, 24/7 Full Color, 12VDC / PoE, Includes cabling, installation, and programming LOCATIONS: Front Parking Left Front Parking Right Back Delivery Area	701.0275	2,804.11
4	Camera, Dome, IP, 4MP, 2.8mm Wide Angle Lens, IR 130ft, 24/7 Full Color, 12VDC / PoE, Includes cabling, installation, and programming LOCATIONS: Front Entry POS1 POS2 Walk-In Cooler	615.055	2,460.22
16	Camera (Moved from current Liquor Store Location), Dome, IP, 2 MP, 2.8mm, Nightvision 100ft, Includes cabling, installation, and programming LOCATIONS: Retail Areas 1-16	381.60	6,105.60
1	Surveillance Monitor, 20" LED with ceiling mount, HDMI, VGA, BNC, Includes HDMI Extender & Cables Note: this monitor may be installed up to 200' from the DVR, if the location is within 50' we can change the install to HDMI cable direct and lower the cost by \$225.00	708.09	708.09
Please contact Jeremy at Jeremy@LegacySecurity.Technology or (763) 607-1854 with any questions or comments.		Sales Tax (7.125%)	\$0.00
		Total	\$19,631.85

By signing below you agree to the prices presented in the above estimate and the terms and conditions on the following pages.

Acceptance Signature: _____ Date: _____

**CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD MEETING MINUTES
June 22, 2021**

Call to Order: Aaron Zdon called the meeting to order at 6:00 p.m.

Roll Call: Members Present: James Witte, Aaron Zdon, Zachary Gahm and Council Member Jimmy Gordon
Staff Present: Alyssa Olson, Parks, Recreation & Events Coordinator, Maizy Burk, Parks, Recreation & Culture Intern, and Mayor Jeff Johnson

Agenda/Modifications: None

2. Meeting Minutes: Motion by Gordon; second by Witte to approve meeting Minutes from April 27, 2021. Motion passed 4-0.

3. Oath of Office: New member Zachary Gahm pronounced the Oath of Office and was officially welcomed to the Board.

4. VFW Park Lease Termination: Olson shared an update on the VFW Park lease termination conversation with the VFW. She relayed that a discussion has taken place with the incoming VFW President who has brought the position to the Post members. Olson is awaiting the decision from the VFW on whether they wish to receive and maintain the playground equipment as a donation or if they would like the City to dismantle the property in terminating the lease agreement.

5. Department Updates: Olson shared updates from May and June events, which have been well-attended. An Adopt-A-Park application has been received and accepted for the Rotary of Cambridge and Isanti. They will begin maintaining Rum River Meadows Park beginning in June through the end of the Park season. New bleachers have been installed at Unity Park. Community Center maintenance was completed and the Isanti Lions are working on getting the oven up to code. Pickleball court has been painted at Mattson Park. The park survey has been distributed to 100+ residents surrounding both Rum River Meadows Park and Isanti Hills Neighborhood Park. Responses are coming in and Maizy is collecting results to be analyzed after the June 30 deadline. Zdon noted the previous survey didn't receive many results so the 50+ received so far is a good improvement.

The Farmers' Market has welcomed a good assortment of vendors, featuring 18-20 through the rest of the season. Attendance has been low, but office staff are taking measures to increase promotion of the weekly markets. First Street Dance was a hit and welcomed an estimated 3000 attendees. The band had a short sound issue at the beginning, but recovered quickly. 8 vendors were onsite and all sold out of most items; they were very pleased with attendance and excited for the next event. Trash was excessive and there was a large number of unsupervised youth in attendance so increased safety and waste measures will be added to the upcoming dates. Medallion Hunt will take place again this year. Maizy is managing the project and coming up with clues and hiding location. She is also connecting with area businesses to secure prizes with a goal of a \$500 value. Olson confirmed they are taking measures to extend the hunt period this year and make the medallion more difficult to find. Fireworks have been scheduled for July 8 following the Jubilee Days parade and 4 food trucks will be present onsite. Splish Splash Summer Bash will take place at Bluebird Park on July 9. This year will feature Kids Dance, a waterslide, slip 'n slide, food trucks, pop bottle rockets, face painting and additional water-based activities. Gahm inquired about having community organizations involved. Olson noted she had connected with a few, but it may not be viable for them to participate this year. The goal is to continue to grow the event for future years and include more participation from local businesses and groups.

Olson shared that the Committee of the Whole, prompted by Councilmember Gordon, has requested research on adding an archery range to the Isanti park offerings. Olson will be looking into options and considerations to share at the July COW meeting, and for the PRC Board in July. The Board had a number of questions regarding safety measures and staffing options, to which Olson will be including in her research. Olson shared that the Performance Center and lighting project in Bluebird Park was approved by the City Council and should be completed in mid-August/early September. Olson noted the goal is to move the September 11 Street Dance to the park, but will depend on construction timeline. Members of the Board had a number of questions regarding the decision to move the Street Dances to the park. Mayor Johnson provided some background on that decision and that it would help with safety measures and event logistics

to be able to use the park instead of the downtown streets. The Board shared concerns about the Street Dances losing their appeal by not being in the street, and that the downtown businesses would not benefit from the move. Olson noted that the businesses downtown don't currently engage in the event and all are closed during it. Zdon shared that bands will want an elevated stage and that should be considered in the height of the Performance Center. Olson noted that the Performance Center was scoped as an amphitheater, which assumes a downward view, but would clarify the height of the cement base. Witte asked about the splash pad plans and if those were to move forward. Olson noted the restrooms and splash pad projects had been postponed, per the Council, and she would be researching those projects more moving into 2022. Mayor Johnson provided some insights into the project from his initial research and stated it is slated to be completed in 2024.

Adjournment: Motion by Witte, second by Gordon to adjourn the June 22, 2021 meeting of the Parks, Recreation, and Culture Board. Motion passed 4-0, meeting adjourned at 6:48 p.m.

Respectfully Submitted
Alyssa Olson
Parks, Recreation & Events Coordinator