

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING**

**WEDNESDAY, AUGUST 3, 2022 – 7:00 P.M.
CITY HALL**



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

REVISED AGENDA

ADD F.1. Mayor's Proclamation- Grace McCallum Day

F. Proclamations/Commendations/Certificate Award

- 1. Mayor's Proclamation- Grace McCallum Day

G. Approve City Council Minutes

- 1. July 19, 2022- Regular Meeting of the City Council
- 2. July 19, 2022- Committee of the Whole Meeting
- 3. July 19, 2022- Budget Work Session

H. Announcements

- 1. Committee of the Whole
- 2. City Council Meeting
- 3. Planning Commission Meeting

Tuesday, August 16, 2022 at 5:00 p.m.

Tuesday, August 16, 2022 at 7:00 p.m.

Tuesday, August 16, 2022

(Immediately following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

City Administrator Josi Wood

- 1. ORD-XXX Amending Chapter 227; Parking and Storage

Community Development Director Stephanie Hillesheim

- 2. ORD-XXX Amending the City Zoning Code, Ordinance Section 6, Articles 1, 2, 3, 4, 5 & 6 Under "Special Regulations"
- 3. Resolution 2022-XXX Approving Site Plans and Conditional Use Permit for a Dairy Queen Restaurant with Drive-Thru Facilities and Outdoor Patio Located at 280 5th Ave NE

Parks, Recreation and Events Coordinator Jordan Clementson

4. Resolution 2022-XXX Approving Amendment to the 2022 Budget

L. Approve Consent Agenda

1. Payroll in the Amount of \$131,142.25 and Accounts Payable in the Amount of \$965,928.02
2. Resolution 2022-XXX Appointing Election Judges for the 2022 Primary Election
3. Resolution 2022-XXX Awarding Quote for the Lease of City of Isanti Owned Crop Land
4. Resolution 2022-XXX Approving Donation Box at Liquor Store
5. Resolution 2022-XXX Accept Quote for Dell Poweredge T440 Server

M. Other Communications

N. Closed Session

1. Closed Session for Labor Negotiations Strategy Pursuant to Minn. Stat. 13D.03

Agenda Amended to Include Items:

- a. Summary of Tentative Agreement with Law Enforcement Labor Services, Local 416 (Lieutenants)
- b. Memorandum of Understanding Between the City of Isanti and LELS, Inc. Local 416
- c. Authorization to Execute Contract with LELS, Inc. Local 416

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING**

**TUESDAY, JULY 19, 2022 – 7:00 P.M.
CITY HALL**



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

The Pledge of Allegiance was recited.

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

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim, Public Services Director Matt Sylvester, Assistant Finance Director Pam Dahlheimer, Community Development Specialist Ryan Saltis, Finance Director Mike Betker and Chief of Police Travis Muyres

Others Present: Jay Bossen, Patrick Ausmus and Melissa Burch

D. Public Comment

None

E. Adopt Agenda

REVISED AGENDA:

Add L.4. Approving the Sole Use of the South Isanti Indoor Arena Restrooms and Warming House to the Rum River BMX Association and Discontinue Use of those for Public Use

Motion by Lundeen, seconded by Bergley to approve agenda with the revision listed above. Motion carried unanimously.

F. Proclamations/Commendations/Certificate Award

1. 2022 Jubilee Parade Mayor's Choice Trophy (*Polaris Battalion*)

Mayor Johnson presented the 2022 Mayor's Choice Trophy to Polaris Battalion followed by a photo.

G. Approve City Council Minutes

1. July 5, 2022- Regular Meeting of the City Council

Motion by Lundeen, seconded by Collison to approve minutes as presented. Motion carried unanimously.

H. Announcements

- 1. City Council Meeting**
- 2. Budget Work Session**

Wednesday, August 3, 2022 at 7:00 p.m.
Wednesday, August 3, 2022

(Immediately following the City Council Meeting)
Wednesday, August 3, 2022
(Immediately following the Budget Work Session)

3. Economic Development Authority Meeting

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

City Administrator Josi Wood

1. ORD-XXX Amending Chapter 227; Parking and Storage

City Administrator Josi Wood shared that discussion was held on May 17th at the Committee of the Whole meeting in regards to no parking on 1st Ave NW. The recommendation from the Committee was to move forward with an ordinance amendment which would prohibit parking on both sides of the street.

Discussion was held at the June 21st Committee of the Whole meeting in regards to parking on the north side of Unity Blvd but allow for staging for the bus or pick up or drop off of students.

The ordinance amendment presented reflects both recommendations.

Patrick Ausmus and Melissa Burch, 218 Unity Blvd, shared their wishes to have no parking on the south side of Unity Blvd instead of the proposed north side.

Motion by Lundeen, seconded by Gordon to revise the ordinance amendment to reflect no parking on the south side and post for the required 10 days and bring back to City Council for consideration. Motion carried unanimously.

Community Development Director Stephanie Hillesheim

2. Resolution 2022-136 Approving a Special Event Permit Application for Rum River BMX for the State BMX Finals

Community Development Director Stephanie Hillesheim shared that this is an application from Rum River BMX to host the Minnesota BMX State Finals on August 19th through the 21st. Friday 4:00 p.m.- 9:00 p.m., Saturday 1:00 p.m.- 6:00 p.m. and Sunday 9:00 a.m.- 5:00 p.m. No street closures or security needed, the event will be open to the public with an estimated 1,000-1,200 people in attendance. Overflow parking will be needed in Bluebird Park and the Soccer Fields. No parking signs will be posted in restricted areas. There will be paid camping allowed in the field south of the Isanti Indoor Arena per the agreement between RRBMX and the City. Four (4) additional portable restrooms will be brought in along with a roll off dumpster. Volunteers will clean up after the event.

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

L. Approve Consent Agenda

1. Payroll in the Amount of \$135,192.49 and Accounts Payable in the Amount of \$672,636.98

2. **Resolution 2022-137** Approving Application for an Exempt Gambling Permit for Rum River BMX 50/50 Raffle for August 21, 2022
3. **Resolution 2022-138** Authorizing Financial Planning Agreement for Tax Increment Finance Districts 9 and 10
4. Approving the Sole Use of the South Isanti Indoor Arena Restrooms and Warming House to the Rum River BMX Association and Discontinue Use of those for Public Use

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

M. Other Communications

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

Adjournment

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

Meeting adjourned at 7:21 p.m.

Respectfully Submitted,



Jaden Strand
City Clerk

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



**TUESDAY, JULY 19, 2022 – 5:00 P.M.
CITY HALL**

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

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

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Public Services Director Matt Sylvester, Chief of Police Travis Muyres, Parks, Recreation and Events Coordinator Jordan Clementson, Community Development Director Stephanie Hillesheim, Finance Director Mike Betker and Assistant Finance Director Pam Dahlheimer

D. Public Comment

None

E. Committee Meeting Items

1. Isanti Indoor Arena Restroom Request

Isanti Indoor Arena requested to take over responsibilities of the bathroom and warming house room attached to the building and close them to the public.

Recommendation from Committee is to close the use of the bathrooms and warming house room to the public and hand over responsibilities to Rum River BMX and bring to City Council later in the night for formal approval.

Committee further recommended staff work with RRBMX to discuss the possibility of RRBMX purchasing of the building.

2. Rental Inspection Timeline Discussion

City staff asked for consideration for revising Chapter 256-7 of City Code to change the annual expiration date of rental licenses to June 1st of each year, allowing for more time to conduct inspections in better weather.

Staff would also review all of Chapters 253 and 256 referencing Rental Inspections and Licensing to ensure any additional recommendations for change will be made at the same time.

Recommendation from Committee to change rental license expiration date to June 1st of each year and for staff to review all of Chapters 253 and 256 and bring to an upcoming City Council meeting for approval.

3. Police Updates and Discussion

Chief Muyres shared patrol shifts are from 4:00 a.m. to 4:00 p.m. The Chief, Lieutenant, Investigator and SRO primarily work day hours and assist patrol with priority calls. Night shift is scheduled with 2 officers on each shift. Day shift is scheduled one officer per shift.

When Isanti Police respond to a priority call procedure is to have minimum of 2 officers respond. When there is only one Isanti officer on duty the Isanti County Sheriff's Office assists.

In 2021 Isanti Police requested mutual aid assistance from Isanti County on 39 incidents. The average response time in 2021 to a priority call for Isanti Police was 3.8 minutes and the average response time in 2021 to a priority call for Isanti County was 9.2 minutes.

The Police Department has had one vacant position since January and went through two hiring processes, two background investigations however, has not hired for the position yet. Muyres said it is still being decided whether to post for the position now or wait until Union negotiations are over.

In addition, the Police Department is budgeted to add one officer in 2024 and one in 2028.

Finance Director Mike Betker recommended to stay with the plan of adding an officer in 2024 and one officer in 2028.

Committee had no further recommendation.

4. City Hall Entrance Apron Update

City Administrator Josi Wood updated the Committee that the cement apron leading into the City Hall parking lot is going to be replaced and the entrance will be closed Thursday through Sunday to cure.

5. THC Discussion

City Administrator Josi Wood shared that with the new laws that came about effective July 1st from the end of the 2022 legislative session for new edible and beverages that contain THC products. The Board of Pharmaceuticals is regulating it however, there were not a lot of things put in place on how local governments and cities shall regulate it. The League of MN Cities is working to help cities know what the options are.

Staff asked for discussion if the Committee would like staff to research to consider regulation like is done with tobacco or alcohol sales or if Committee would like a moratorium. A moratorium would give Council a year to put something in place.

Recommendation from Committee is to bring forward a moratorium draft to allow for more research on options in regards to regulation.

6. Tree Planting

Councilor Steve Lundeen shared that a lot of other cities are doing things to promote trees.

There was discussion with no further recommendation.

7. Street Dance

There was discussion regarding the last street dance with no further recommendation.

F. Adjournment

Motion by Bergley, seconded by Lundeen to adjourn. Motion carried unanimously.

Meeting was adjourned at 6:15 p.m.

Respectfully Submitted.

A handwritten signature in cursive script that reads "Jaden Strand". The ink is dark and the signature is written on a light-colored background.

Jaden Strand
City Clerk

MINUTES
CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION
TUESDAY, JULY 19, 2022
(Immediately following the 7:00 p.m. City Council Meeting)
CITY HALL

Mayor Johnson called the meeting to order at 7: 22p.m.

The Pledge of Allegiance was recited.

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

Members Absent: None

Staff Present: City Administrator Josi Wood, City Clerk Jaden Strand, Community Development Director Stephanie Hillesheim, Public Services Director Matt Sylvester, Assistant Finance Director Pam Dahlheimer, Community Development Specialist Ryan Saltis, Finance Director Mike Betker and Chief of Police Travis Muyres

D. Public Comment

None

E. Adopt Agenda

Motion by Lundeen, seconded by Collison to adopt the agenda as presented. Motion carried unanimously.

F. Work Session Items

1. 2023 Budget Schedule

The July 19, 2022 Work Session includes:

- Tax/Levy History and Projections
- Operating Budgets:
 - General Fund (101)
 - Economic Development Authority (108)
 - Water Fund (601)
 - Sewer Fund (602)
 - Stormwater Fund (603)
 - Liquor Fund (609)
 - Debt Service Funds (929-932)

The August 3, 2022 Work Session includes:

- Capital Budgets
 - General & EDA Funds (920)
 - Street Construction Fund (425)
 - Pavement Management Fund (440)
 - Water Fund (601)

- Sewer Fund (602)
- Stormwater Fund (603)
- Liquor Fund (609)
- Technology Fund (614)
- Operating Budget Updates (if any)

The September 6, 2022 Preliminary Budget and Levy Meeting includes:

- Set 2023 Final Budget and Levy Meeting Date
- Adopt 2023 Preliminary Budget
- Adopt 2023 Preliminary Levy

The December 6, 2022 Final Budget and Levy Meeting includes:

- Final 2023 Budget and Levy Presentation
- Public Comment
- Adopt 2023 Final General Fund and EDA Budgets
- Adopt Debt Levy Variance (If Needed)
- Adopt 2023 Final Levy
- Adopt 2023 Final Enterprise Fund Budgets
- Approve Cost of Living Adjustment for Non-Union Employees

2. Tax Levy / Tax Rate

- The proposed 2023 Total Levy is \$4,042,954.00 and the total Levy is going up to 23.19%.
- The projected tax rate for 2023 is 57.611% with a change of 2.37% from 2022.

3. General Fund Operating Budget (101)

- The proposed 2023 General Fund Revenue is \$4,651,891.00.
- The proposed 2023 Unreserved Fund Balance is 179,989.00.
- The proposed 2023 General Fund Expenditures is \$4,651,891.00.

4. EDA Fund Operating Budget (108)

- The EDA Revenues has a proposed budget of \$134,175.00.
- The EDA Expenditures has a proposed balanced budget of \$110,670.00

5. Water Fund Operating Budget (601)

- Water Fund has a proposed net income loss of \$1,035,526.00 and a net cash flow loss of \$615,526.00.

6. Sewer Fund Operating Budget (602)

- Sewer Fund has a proposed net cash flow of \$356,038.00.

7. Stormwater Fund Operating Budget (603)

- Stormwater has a proposed net cash flow of \$158,434.00.

8. Liquor Fund Operating Budget (609)

- Proposed Municipal Liquor Fund Revenues is \$5,143,265.00.

- Proposed Municipal Liquor Fund Expenditures is \$5,140,060.00.

9. Debt Service Funds Summary (929 thru 932)

- 2010B GO Improvement Bond Fund (929) will no longer be a budgeted Fund. Final debt service payments were made in 2021. Revenues were generated exclusively from the debt service levy which ended in 2020. Fund 929 was closed to Funds 101 and 920.
- 2011A Improvement Bond Fund (930) will no longer be a budgeted Fund. Final debt service payments will be made in 2022. Revenues were generated from the debt service levy, which ended in 2021 and from transfers out of the Water and Sewer Funds.
- 2021A GO Tax Abatement Bonds (931) were issued to cover construction costs associated the Isanti Indoor Arena. Previously known as the 2014A GO Tax Abatement Bonds, that issue was refunded in 2021. Final debt service payments will be made in 2030. Revenues are generated exclusively from the debt service levy, which ends in 2029.
- 2014B GO Improvement Bond Fund (932) is nearing the end of its debt service schedule. Final debt service payments will be made in 2024. Revenues are generated exclusively from the debt service levy which ends in 2023.

Adjournment

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

Meeting adjourned at 7:56 p.m.

Respectfully Submitted,



Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members City Council
From: Jaden Strand, City Clerk
Date: August 3, 2022
Subject: ORD-XXX An Ordinance Amending Chapter 227; Parking and Storage

Background:

Discussion was held at the May 17, 2022 Committee of the Whole meeting in regards to parking on 1st Ave NW. Recommendation from Committee was to move forward with an ordinance amendment with language to include no parking on both sides of the street.

Discussion was held at the June 21, 2022 Committee of the Whole meeting in regards to parking on Unity Blvd. Recommendation from Committee was to move forward with an ordinance amendment that addresses no parking along the north side of Unity Blvd with language to include allowance of staging for the pick up and drop off of students.

An ordinance amendment was presented at the July 19, 2022 City Council meeting for consideration with the above recommended changes. Two citizens spoke sharing their wishes to have no parking on the south side of Unity Blvd rather than the proposed north side. City Council recommended to revise the proposed ordinance amendment to include no parking on the south side of Unity Blvd instead and post for the required 10 days.

The attached ordinance amendment includes both the recommended changes to Chapter 227; Parking and Storage and has been posted for the required 10 days.

Request:

Staff is requesting action on this item.

Attachments:

- ORD-XXX An Ordinance Amending Chapter 227; Parking and Storage

ORDINANCE NO. XXX

AN ORDINANCE AMENDING ORDINANCE NO. 753, ADOPTED ON FEBRUARY 16, 2021 AND ORDINANCE NO. 749, ADOPTED ON JANURARY 5, 2021 AND TITLED PARKING AND STORAGE

THE CITY COUNCIL OF ISANTI DOES ORDAIN AS FOLLOWS:

Section 1 – Amendment. Ordinance 753 and Ordinance 749, Codified in Chapter 227 of the City Code, are hereby amended as follows:

Chapter 227

PARKING AND STORAGE

ARTICLE II

General Parking Regulations

§ 227-2. Parking regulations.

C. Parking, stopping, and standing provisions.

(5) No parking is allowed on any of the following streets or highways:

- (t) Along the south side of Unity Blvd with the exception for staging to pick up or drop off of students.
- (u) Along either side of 1st Ave NW within Bluebird Park.

Section 2 – Effective Date.

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

Adopted by the City Council this 3rd day of August 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

Posted on: 7-20-2022
Adopted on:
Published on:
Effective Date:



MEMORANDUM

TO: Mayor and City Council

FROM: Stephanie Hillesheim, Community Development Director

DATE: August 3, 2022

SUBJECT: Ordinance Amending the City Zoning Ordinance Section 6, Articles 1, 2, 3, 4, 5, & 6 under 'Special Regulations'.

Request: Request by resident, Thomas Bowen, for amendment to City Ordinance 445, Section 6, Articles 1, 2, 3, 4, 5, & 6 under 'Special Regulations'. Said request is to include metal as an acceptable roofing material.

Overview/Background

At the June 21, 2022 Committee of the Whole meeting the Council directed staff to revise the Zoning Ordinance to allow metal as an acceptable roofing material for residential structures.

As required by State Statute, to amend the zoning ordinance a public hearing was called at the July 19, 2022 Planning Commission Meeting, no public comment was made. The Planning Commission recommends metal should be considered an acceptable roofing material in residential districts and should be added to the aforementioned Zoning Ordinance Section 6 Articles.

Staff Recommendation

Staff recommends approval of the amendment to the City Zoning Ordinance Section 6, Articles 1, 2, 3, 4, 5, & 6 under 'Special Regulations'.

Attachments

- Ordinance XXX

ORDINANCE NO. XXX

ORDINANCE AMENDING THE CITY ZONING CODE, ORDINANCE 445, SECTION 6 RESIDENTIAL DISTRICTS, ARTICLE ONE “R-1” SINGLE FAMILY RESIDENTIAL DISTRICT; ARTICLE TWO “R-2” SINGLE FAMILY RESIDENTIAL DISTRICT; ARTICLE THREE “R-3A” LOW DENSITY MULTIPLE FAMILY DISTRICT; ARTICLE FOUR “R-3B” MEDIUM DENSITY MULTIPLE FAMILY DISTRICT; ARTICLE FIVE “R-4” MULTIPLE DWELLING DISTRICT; ARTICLE SIX “R-1A” RESIDENTIAL RURAL DISTRICT, SPECIAL REGULATIONS

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Ordinance No. 445 Zoning, Article One “R-1” Single Family Residential District

Subdivision 7 shall be hereby amended as follows:

- D. The design of the structure shall be similar in character and appearance to other dwellings in the area with regard to unit size, roof overhangs, roof materials, roof pitch, and exterior materials.
- 1. A roof constructed of asphalt composition, shingle, tile, crushed rock, metal or similar roofing material, which is compatible with surrounding development shall be used.

II. AMENDMENTS

Ordinance No. 445, Zoning, Article Two “R-2” Single Family Residential District Subdivision 7

shall be hereby amended as follows:

- C. The design of the structure shall be similar in character and appearance to other dwellings in the area with regard to unit size, roof overhangs, roof materials, roof pitch, and exterior materials.
- 1. A roof constructed of asphalt composition, shingle, tile, crushed rock, metal or similar roofing material, which is compatible with surrounding development shall be used.

III. AMENDMENTS

Ordinance No. 445, Zoning, Article Three “R-3A” Low Density Multiple Family District

Subdivision 8 shall be hereby amended as follows:

- D. The design of the structure shall be similar in character and appearance to other dwellings in the area with regard to unit size, roof overhangs, roof materials, roof pitch, and exterior materials.
- 1. A roof constructed of asphalt composition, shingle, tile, crushed rock, metal or similar roofing material, which is compatible with surrounding development shall be used.

IV. AMENDMENTS

Ordinance No. 445, Zoning, Article Four “R-3B” Medium Density Multiple Family District

Subdivision 8 shall be hereby amended as follows:

- D. The design of the structure shall be similar in character and appearance to other dwellings in the area with regard to unit size, roof overhangs, roof materials, roof pitch, and exterior materials.
- 1. A roof constructed of asphalt composition, shingle, tile, crushed rock, metal or similar roofing material, which is compatible with surrounding development shall be used.

V. AMENDMENTS

Ordinance No. 445, Zoning, Article Five “R-4” Multiple Family Dwelling District Subdivision 8

shall be hereby amended as follows:

- D. The design of the structure shall be similar in character and appearance to other dwellings in the area with regard to unit size, roof overhangs, roof materials, roof pitch, and exterior materials.

1. A roof constructed of asphalt composition, shingle, tile, crushed rock, metal or similar roofing material, which is compatible with surrounding development shall be used.

VI. AMENDMENTS

Ordinance No. 445, Zoning, Article Six “R-1a” Residential Rural District Subdivision 7 shall be hereby amended as follows:

- D. The design of the structure shall be similar in character and appearance to other dwellings in the area with regard to unit size, roof overhangs, roof materials, roof pitch, and exterior materials.
 1. A roof constructed of asphalt composition, shingle, tile, crushed rock, metal or similar roofing material, which is compatible with surrounding development shall be used.

VII. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City’s Official Newspaper.

Adopted by the City Council this 3rd day of August, 2022.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Ryan Saltis, Community Development Specialist
Date: August 3rd, 2022
Subject: Resolution 2022-XXX Approving Site Plans Review and Conditional Use Permit for a Dairy Queen Restaurant With a Drive-Thru Facilities and Outdoor Patio Located at 280 5th Ave NE

Background: A presentation was given at the July 19, 2022 Planning Commission Meeting by the City's Community Development Specialist in regards to the site plans and conditional use permit for the proposed Dairy Queen restaurant with a drive thru and outdoor patio located at 280 5th Ave NE. Discussion was had between Planning Commission Members regarding building materials and appearance, signage, maneuverability of vehicles, and general site design. The owner, James was present at the meeting and available for questions. Planning Commission members asked when the restaurant is planning to open and how many employees will be hired. The owner responded by saying that DQ corporate has set a deadline for opening in November of 2023, but they hope to start in the fall of 2022 and finish in the Spring of 2023. The number of employees is expected to be roughly 50-75 between full and part time workers. The Planning Commission asked if the requested conditions of approval could be met. The applicant said that the conditions requested by city staff can be met and are reasonable. No one else from the public spoke at the public hearing.

The City of Isanti Planning Commission approved the Site Plans and Conditional Use Permit for a Dairy Queen restaurant with drive-thru facilities and an outdoor patio with conditions at the July 19, 2022 Planning Commission meeting. Motion for approval with conditions passed 7-0.

Request: Consider adopting the resolution and findings of fact.

Attachments

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

RESOLUTION 2022-XXX

APPROVING THE SITE PLANS AND CONDITIONAL USE PERMIT FOR A DAIRY QUEEN RESTAURANT WITH DRIVE-THRU FACILITIES AND OUTDOOR PATIO LOCATED AT 280 5TH AVE NE

WHEREAS, Marcus Construction (applicant) has requested approval for site plans of a Dairy Queen Building and a Conditional Use Permit for a Restaurant, Drive-Thru Facilities and Outdoor Patio at 280 5th Ave NE in the City of Isanti (PID 16.126.0060); and,

WHEREAS, the property is located in the “B-2” General Business District and is subject to the additional requirements of the “H65” Highway 65 Corridor Overlay District, in both of the Zoning Districts a *Restaurant, Drive-Thru Facility and Outdoor Patio* are conditional uses; and,

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

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

WHEREAS, the proposed uses for a Restaurant, Drive-Thru Facility and Outdoor Patio meets all of the General Performance Standards of the Zoning Ordinance; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of Dairy Queen Site Plans and Conditional Use Permit for a Restaurant, Drive-Thru Facility and Outdoor Patio on June 19, 2022; and,

WHEREAS, the City of Isanti City Council reviewed the requested Site Plans and Conditional Use Permit at its regularly scheduled meeting on August 3, 2022;

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

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

1. A landscaping plan shall be provided for review by City Staff and shall meet all criteria listed in Section 15 of the City’s Zoning Ordinances.
2. One freestanding pylon sign is permitted on site, if the applicants would like a second pylon sign near the entrance, it must be approved by the City Council

3. If the freestanding sign near 5th Ave NE is approved by the City Council, it must be located at least 10 ft from property lines
4. The dynamic sign shall follow regulations found in Section 16, Subdivision 6 of the City's Zoning Ordinances
5. A trash receptacle shall be placed within the outdoor seating area
6. Applicant shall apply for all permits associated with the building including a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.
7. All other conditions listed in the City Engineer's memo, dated 7/7/2022.

This Resolution is hereby approved by the Isanti City Council this 3rd day of August 2022

Mayor Jeff Johnson

Attest:

Jaden Strand

City Clerk

FINDINGS OF FACT AND CONCLUSION

Request

Request by Marcus Construction for a Conditional Use Permit for a Restaurant, Drive-Thru Facilities and Outdoor Patio located at 280 5th Ave NE.

Findings of Fact

1. The applicant is requesting approval of a Conditional Use Permit for a Restaurant, Drive-Thru Facilities and an Outdoor Patio for the property located at 280 5th Ave NE.
2. The Property is zoned B-2, General Business District within the Highway 65 Overlay.
3. A public hearing on the matter was scheduled before the City of Isanti Planning Commission on July 19, 2022 at 7:00 p.m. at City Hall within the City Council Chambers.
4. Notice of the Conditional Use Permit application was published with the *County Star* on March 5, 2021. Notices were sent to all property owners located within 350 feet of the aforementioned address.
5. Section 21, Article 2: Conditional Use Permits, Subdivision 3(D) of the Zoning Ordinance establishes factors that the judgement of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed Conditional Use Permit request.

Conclusions

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

- C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort. *The establishment will not be detrimental or endanger the public.*
 - D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood. *The conditional uses will not diminish or impair surrounding property values.*
 - E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *The conditional uses will not impede on the normal and orderly development and improvement of surrounding property.*
 - F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed. *The site is served by City sewer and water, and will be able to reasonably accommodate the conditional use for the restaurant.*
 - G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located. *The conditional uses meet this requirement and follow the regulations set in the B-2 Zoning District.*
 - H. The conditional use complies with the general and specific performance standards as specified by within this Article. *The conditional uses meet this requirement in which Drive-Thru Facilities and Outdoor Patio regulations are set in Section 13, Article 2 of the City's Zoning Ordinances.*
2. Section 21, Article 2, Subd. 4 addresses performance standards for Conditional Use Permit. The standards and staff responses (*italicized*) are below:
- A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided. *Staff believes that the existing street is of sufficient capacity to accommodate the type and volume of traffic as a result of the restaurant and drive-thru facilities.*
 - B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance. *The proposed CUP for drive-thru facilities will have the capacity for 12 vehicles in the drive-thru lanes, as well as two waiting stalls to prevent traffic conflicts. The drive-thru and by-pass lanes will not interfere with parking on site. All parking is met under Section 17 of this Ordinance.*

- C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles. *Parking for this development does not impact pedestrian circulation.*
- D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance. *Adequate off-street parking is provided in accordance with section 17 of the City's Zoning Ordinances.*
- E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance. *The drive-thru will be located in a position that is away from off-street parking areas on site and will provide a by-pass lane around the perimeter. The site is not adjacent to a residential area.*
- F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance. *The site is surrounded by other B-2 properties and Highway 65 and is not adjacent to a residential district.*
- G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance. *The site is proposed to have plantings surrounding the outdoor patio area, along 5th Ave NE and around proposed signs. These plantings are in compliance with Section 15 of the City's Zoning Ordinance.*
- H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance. *Proposed lighting complies with the city's zoning code. This section is met.*
- I. The site drainage system shall be subject to the review and approval of the City Engineer. *The site drainage has been reviewed by the City Engineer and has been approved.*
- J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment. *The building features 4-sided architecture with similar materials on all sides and is visually appealing.*
- K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance. *A trash enclosure is proposed in the parking lot to the northwest of the building and outdoor trash and recycling is proposed in the outdoor patio seating area.*
- L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance. *The applicant has submitted a sign package for review of*

the freestanding sign dimensions and location. Wall signage is included with the site plan review. All signage is intended to meet Section 16 of the City's Zoning Ordinances.

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

Decision

The City of Isanti Planning Commission reviewed the request after a public hearing was held on July 19, 2022. The staff memo, and attachments shall be made part of the Findings of Fact and Conclusion.

Planning Commission Recommendation: Motion by Bergley, seconded by Lundeen to recommend approval of the Conditional Use Permit for a Restaurant, Drive-Thru Facilities and Outdoor Patio at 280 5th Ave NE.



MEMORANDUM

TO: Planning Commission

FROM: Ryan Saltis, Community Development Specialist

DATE: July 19, 2022

SUBJECT: Site Plan Review and CUP Approval for a Dairy Queen building with a drive-thru and outdoor patio area located at 280 5th Ave NE

Request: The applicant, Marcus Construction is requesting site plan and CUP approval for a proposed building with a drive thru and outdoor patio area located at 280 5th Ave NE for a Dairy Queen restaurant.

Overview/Background: The applicant would like to construct a building on a 1.1-acre vacant lot located just south of the Alina Clinic. This parcel is currently zoned B-2 General Business and is also within the Highway 65 Corridor Overlay District. A "Restaurant", "Drive-Thru" and "Outdoor Patio" are all Conditional Uses in the B-2 General Business District.

The building is proposed to be 3225 square feet and will consist of an indoor dining area, two kitchen spaces, bathrooms, an office and a breakroom. An outdoor patio of roughly 750 square feet is proposed for use during seasons that would allow for customers to sit outside. The site is designed to accommodate twelve cars stacked in the drive-thru area, with a designated bypass lane running parallel to the drive-thru lane. There will be two drive-thru ordering lanes that will merge into one after ordering. Thirty-three parking stalls are displayed on the site plans, with twenty-four standard parking stalls, 3 bus parking stalls, 2 curbside pickup stalls, two drive-thru wait stalls and two handicap accessible stalls.

Analysis of Application: The site plan for the building shall comply with the following requirements for both the B-2 General Business District and the Highway 65 Corridor Overlay District:

Lot Requirements

- Lot Size 1 acre
- Minimum Building Size 15% of lot size

The area of the parcel is roughly 48,000 square feet or 1.1 acres in size. The proposed building on site is about 3,225 square feet and will not meet the minimum building size requirement (15%

of lot size) in the Highway 65 Overlay District. The area of the proposed building will be 6.7% of the total lot size.

Setbacks and Height Restrictions – Principal Building

- Front Yard Setback 30 feet
- Side Yard Setback 15 feet
- Street Side Yard Setback 20 feet
- Rear Yard Setback 15 feet
- Highway 65 Setback 100 feet
- Maximum Building Height 3 Stories or 45 ft, whichever is less

The proposed building will be located roughly in the middle of the lot and will meet all required setbacks. The building will be single story and will not exceed the 45 ft height requirement.

Impervious Surface Coverage

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

The proposed development intends on having 73% impervious surface on site. The landscaping requirement of 25% of the total lot area as green space will be met.

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:

Commercial Uses

- | | |
|-----------------------------------|---|
| Fast food, drive-thru restaurants | 1 space for every 3 seats and 1 space for every employee on the peak shift, plus stacking space for 6 vehicles per service lane |
|-----------------------------------|---|

Based on this number of required parking spaces standard and the use of the commercial building, the site will have a sufficient amount of parking stalls on site. The site plans indicate 33 parking stalls total, in which twenty-four are standard parking stalls, three are bus parking

stalls, two are curbside pickup stalls, two are drive-thru wait stalls and two are handicap accessible stalls. The site plans meet the required number of parking spaces for the development.

Stall, Aisle and Driveway Design

- A. Except in the case of single-family dwellings, two-family dwellings, and townhouses, parking areas shall be designed so that circulation between parking aisles or driveways occurs within the designated parking lot and does not depend upon a public street or alley, and such design does not require backing into the public street.
- 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
75 degrees	9 feet	9 feet	20 feet	23 feet	24 feet
60 degrees	9 feet	10 feet	22 feet	18 feet	24 feet
45 degrees	9 feet	12 feet	25 feet	13 feet	24 feet

The site features both 90-degree parking and 45-degree parking stalls and will follow the required stall dimensions of 9 feet in width and 19 feet in length. The 45 degree-parking stalls will be lengthened to 22 ft. The drive aisle widths are proposed at 26 feet and meet the requirement for one-way vehicle circulation.

Handicapped Parking Requirements

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

Total Number of Parking Spaces in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1

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

The two designated handicapped stalls are proposed at 9 ft in width and will have a 9 ft wide access aisle in between the two stalls. The handicap stalls are located near the building and will have an accessible sidewalk with a curb ramp in the access aisle. Accessible parking signs are proposed in front of both handicap parking stalls.

Bicycle Parking

Bicycle parking is required for all new construction commercial developments in the city and is determined by the number of required car parking stalls. Since this site will have more than 20 parking stalls, the development is required to include at least 2 bike parking spaces. Bicycle parking is not indicated on submitted plans and will be a condition of approval for the site. City staff will review the location of the bike racks and proximity to the building in accordance with the standards set in Section 17, Subdivision 14 of the City's Zoning Ordinances.

Surfacing

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

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

Lighting

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

Outdoor Lighting Standards

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

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

A photometrics plan was submitted with foot candle readings and lighting types used on the site. Based on the foot candle readings on the photometrics plan these light sources will meet most criteria listed in Section 14 of the City Zoning Ordinance. Some foot candle readings exceed the maximum 5 ft candles measured at a non-residential property line, but is not foreseen to impact the surrounding areas in which the light projects. Seven total downlit light poles are proposed to be placed around the parking areas and curbing.

Visibility

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

There is proposed signage near the south curb cut near 5th Ave NE. It is not expected that this proposed location of this sign would cause visibility issues for traffic movement since it is directionally a one-way street with vehicles entering the site from 5th Ave NE.

Curbing

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

Concrete curbing and gutters will extend around all parking areas and the drive-thru/by-pass lanes.

Striping

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

Four-inch-wide yellow striping will be used across the site for designated parking stalls.

Curb Cuts

The curb cuts proposed along 5th Avenue NE are 26 feet in width and comply with City Standards.

Exterior Building Materials

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

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

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

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

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

Exterior building materials include EIFS Stucco and metal panels in various colors. EIFS panels will be mostly neutral in color, with accent panels of the restaurants signature colors of orange, blue and maroon. Exterior building material colors in the Highway 65 District are to be complimentary of other buildings within the district; the blue and orange siding colors do not specifically match any surrounding buildings in the district but could be acceptable with flexibility and approval from the Planning Commission and City Council. Flexibility has been given for businesses in this district to keep their signature look so that it is recognizable. The exterior of the building has varied detailing with materials, colors and textures on all sides and is architecturally appealing.

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 any outdoor mechanical equipment is proposed, the location must be reviewed by City Staff for the location and screening from surrounding properties.

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

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

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

The site does not abut a residential area.

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

The refuse and garbage receptacle will be completely screened from 5th Ave NE architecturally with a painted fence.

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

The site does not surround a residential area.

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

A landscaping plan was not submitted with the application. A landscaping plan will need to be submitted to City Staff to review tree and planting locations, types and number of trees. The landscaping plan shall meet all landscaping criteria listed in Section 15 of the City's Zoning Ordinances. The City Landscaping Ordinance requires that the site have at least 8 trees based on the lot frontage calculation (1 tree per 50 ft of lot frontage).

Building Orientation

Building shall be oriented towards Highway 65 or, at a minimum, give the appearance of having a front facing Highway 65 (second front).

The building orientation is proposed to have the south elevation as the main storefront/entrance and will also have the east elevation as an entrance for the patio area. The east elevation of the building will face Highway 65 and have signage similar in appearance to the front of the restaurant.

Outdoor Seating

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

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

An administrative permit will not be needed for the outdoor seating area, as a CUP has been applied for and is being reviewed as part of this submittal.

- B. Seating and furniture shall enhance the appearance of the business.
Outdoor seating arrangements will enhance the appearance of the restaurant. Renderings of the outdoor patio area show Adirondack chairs and a fireplace, creating an environment that is consistent with the area and surrounding businesses.
- C. Seating areas shall be located in a controlled or cordoned area with at least one (1) opening to an acceptable pedestrian walk. When a liquor license is involved, an enclosure is required and the enclosure shall not be interrupted. Access to such area shall be through the principal building only. Signage shall be displayed that restricts the consumption of alcohol outside of the designated outdoor seating area.
The outdoor seating area will be accessible by an ADA accessible sidewalk from the parking area. The business will not serve alcoholic beverages and will not have to be completely closed off with the only access being from the inside of the building.
- D. Seating shall be located and designed so as not to interfere with pedestrian and vehicular circulation.
The seating area will be positioned on the east side of the building and will not interfere with traffic or pedestrian circulation. The patio area will be in between the building and drive-thru lanes.
- E. Seating areas shall be equipped with trash receptacles and shall be periodically reviewed for litter pick up.
A trash receptacle is not labeled on site plans but will need to be included for the seating area.
- F. Seating areas shall not have loud speakers or audio equipment that is audible from adjacent property lines. All exterior sound equipment shall be shut off by ten (10) o'clock p.m.
Audio for the seating area is unknown but is not expected that it will be audible from adjacent property lines or played past 10 p.m.
- G. Lighting shall be permitted to the extent that it only illuminates the designated seating area.
Downlit lights are provided according to exterior elevations and will not exceed 1 foot candle around this area according to photometrics plans.
- H. Seating areas shall not obstruct required accesses, entrances, and exits into the business establishment; but shall be located adjacent to the principal use.

- I. Seating shall not be located in such a manner as to obstruct parking spaces. No additional parking is required for thirty (30) seats or less. Any additional seating over thirty (30) seats shall provide required parking based on one (1) space per three (3) seats.
- J. Any proposed outdoor seating plan over fifty (50) seats shall be reviewed as a Conditional Use Permit.

Refuse and Trash Receptacle Enclosures

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

The trash enclosure is proposed to be located on the northwest corner of the site and will be screened architecturally from 5th Ave NE and the surrounding property to the north. The colors of the enclosure are consistent with the principal building on site. The trash enclosure is proposed to be illuminated with a light pole to the east for safety of employees.

Mechanical Equipment

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

Mechanical equipment is not displayed on site plans. If any exterior mechanical equipment is proposed, it shall be labeled on the site plans and reviewed for location and screening.

Drive-Thru Facilities

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

- A. No drive-thru window shall be adjacent to a public street.
The proposed drive-thru windows will be located on the north side of the building and will not be directly adjacent to a public street.
- B. Drive-thru facilities shall be limited to one (1) service window which is part of the principal structure and not more than two queuing lanes, unless approved along with additional landscaping, screening, or other pedestrian amenities such as fencing, seating, raised pedestrian crossings, etc.
The exterior building elevations display three drive-thru windows and two designated queuing lanes, with a bypass lane running parallel to the drive thru lane on the north side of the building. Staff believes that having more than one drive-thru window will speed up the drive-thru process and allow the business to have separate stations for money collection and food handling.
- C. There shall not be any additional curb cuts on a public right-of-way exclusively for the use of drive-thru queuing or exit lanes. Drive-thru traffic shall enter and exit from internal circulation drives.
The curb cuts will be located on 5th Ave NE to access and exit the site. These curb cuts will not be used exclusively to enter the drive thru lanes. Traffic will circulate through the parking area to get to the queuing lanes.
- D. Queuing space for at least four (4) cars or seventy (70) feet shall be provided per drive-thru service lane as measured from but, not including the first drive-thru window or teller station.
The drive-thru lanes will be able to accommodate 12 cars, with 2 additional waiting stalls ahead of the drive-thru windows.
- E. Queuing space shall not interfere with parking spaces or traffic circulation with the parking lot or upon the public right-of-way.

Queuing space is located on the east side of the site and will wrap around the building, while the parking stalls are located on the south side of the building. Car piling near the drive-thru lane is not expected to impact vehicles coming in and out of parking stalls. The building will have two queuing lanes and three drive-thru windows to minimize wait times.

- F. Alcoholic beverages shall not be served.

There will be no alcoholic beverages sold on site.

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

The site does not border a residential area.

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

A by-pass lane is provided that runs parallel to the drive thru lane, allowing vehicles to exit the drive-thru lane from the stacking lane.

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

A landscaping plan was not submitted with the application. A landscaping plan will need to be submitted to City Staff to review tree and planting locations, types and number of trees. The landscaping plan shall meet all landscaping criteria listed in Section 15 of the City's Zoning Ordinances.

Signs

The site proposes wall signage on three sides of the building with the DQ logo and two freestanding pylon signs near Highway 65 and 5th Ave NE. These signs will need to follow criteria listed in both the B-2 General Business District as well as the Highway 65 Overlay District. According to the sign regulations found in Section 16 of the City's Zoning Ordinances, each site is allowed only one freestanding sign. The sign package for DQ is proposed to have one freestanding pylon sign facing Hwy 65 and another pylon sign facing 5th Ave NE. Since the sign package is completed with the submittal of the site plans, the Planning Commission and City Council can make recommendation to allow for two freestanding signs on site. Staff believes that two signs on this lot are reasonable since there are two road frontages. The sign plans show a dynamic sign with an electronic message board. Dynamic signs are permitted in the B-2 and TH 65 Overlay Zoning Districts. Specific regulations shall be followed for a dynamic sign found in Section 16, Subdivision 6 of the City's Zoning Ordinances. Menu boards for the drive thru are not proposed to exceed 60 square feet.

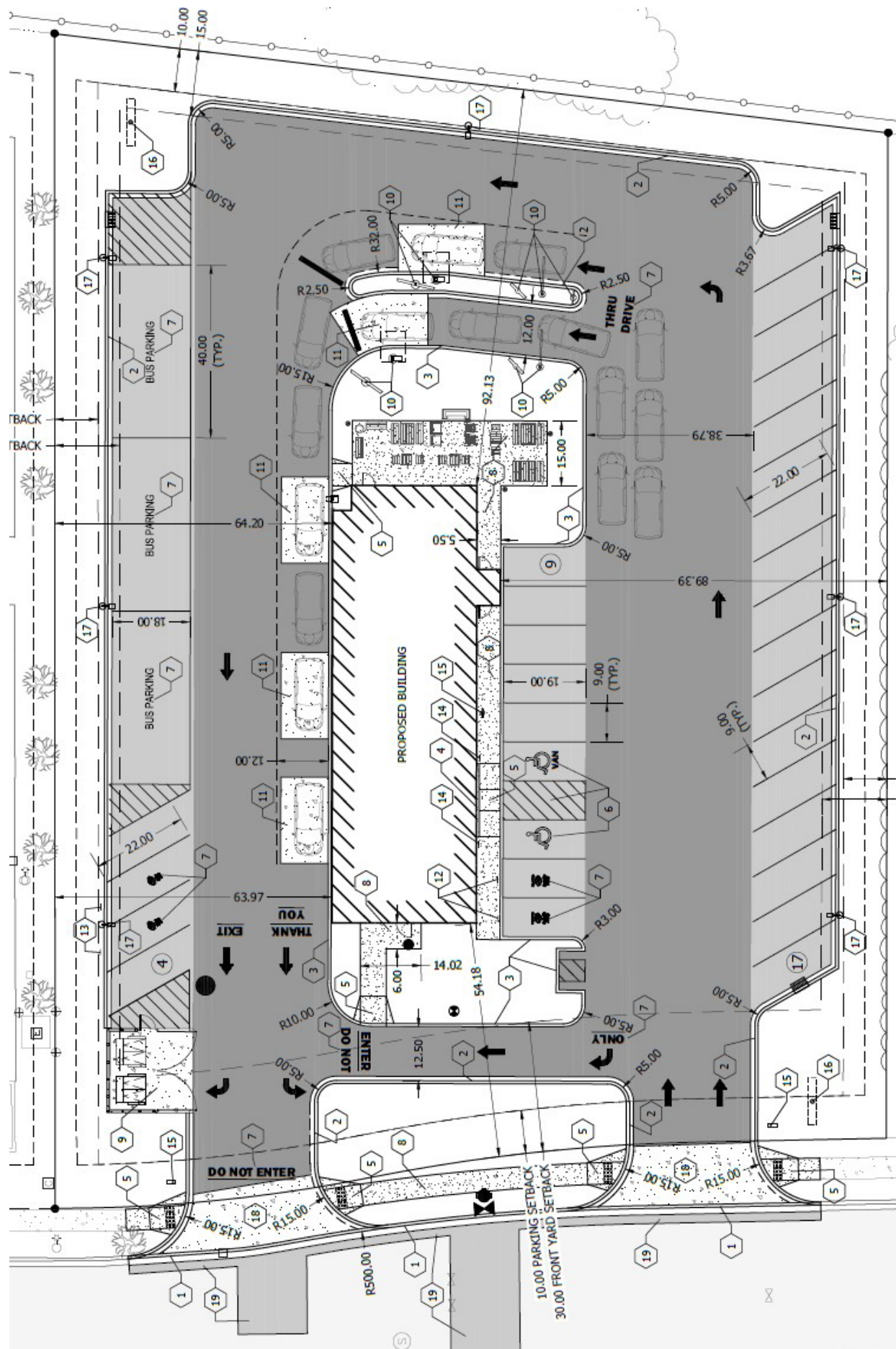
Staff Recommendation: Staff recommends approval of the proposed Dairy Queen building site plans and Conditional Use Permit located at 280 5th Ave NE with the following conditions:

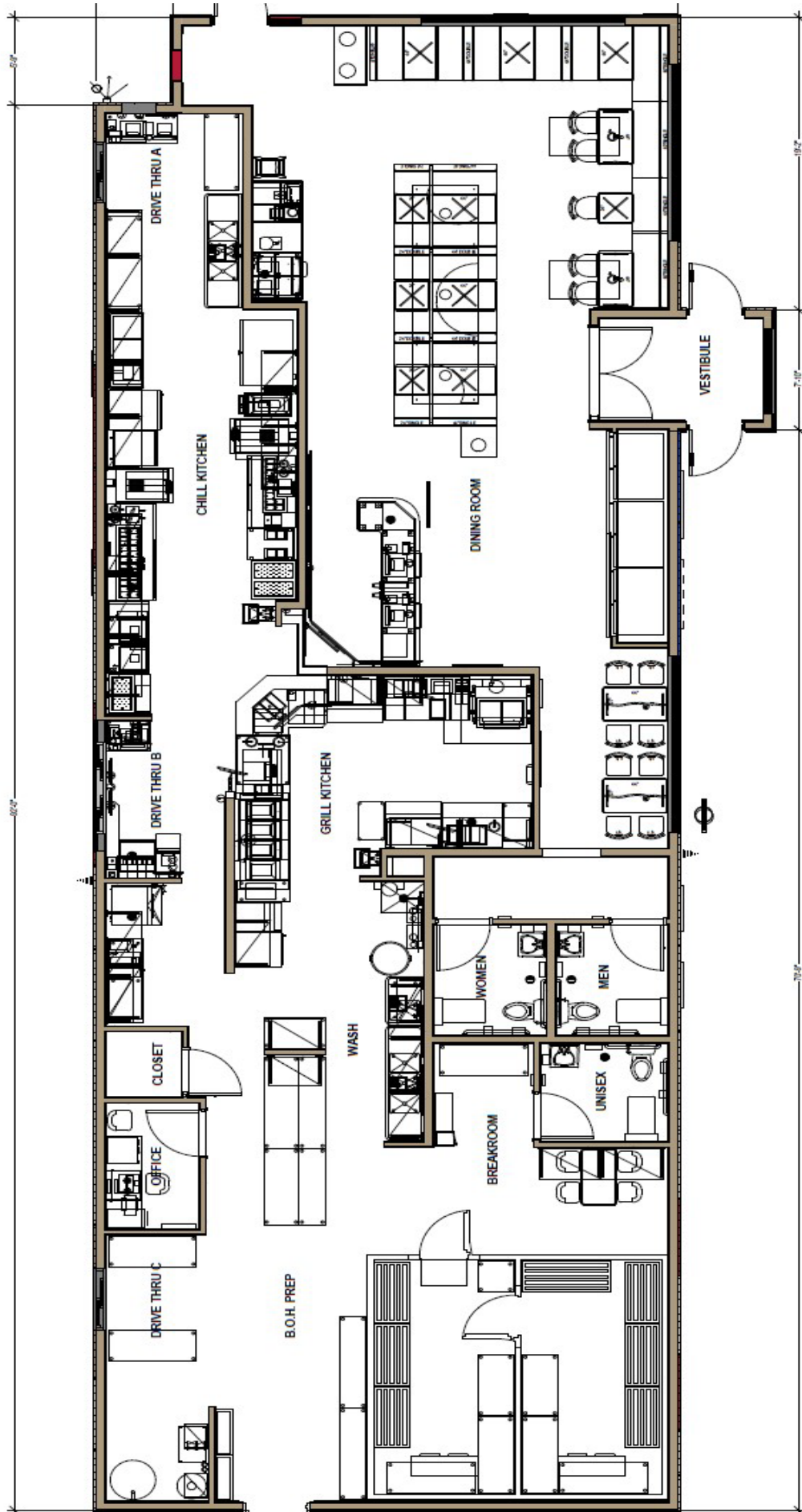
Conditions:

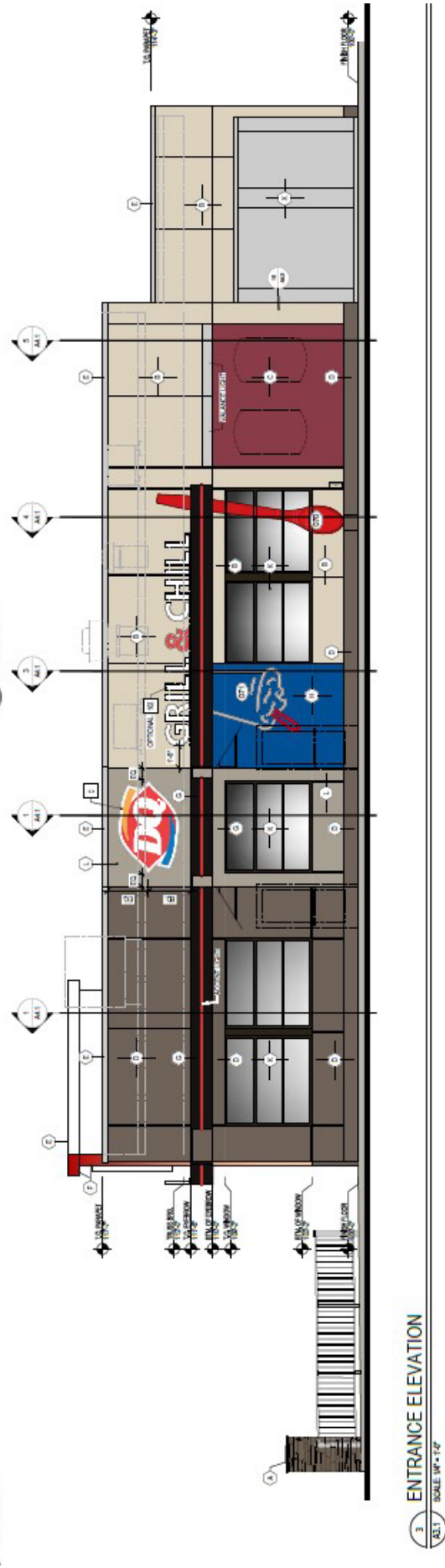
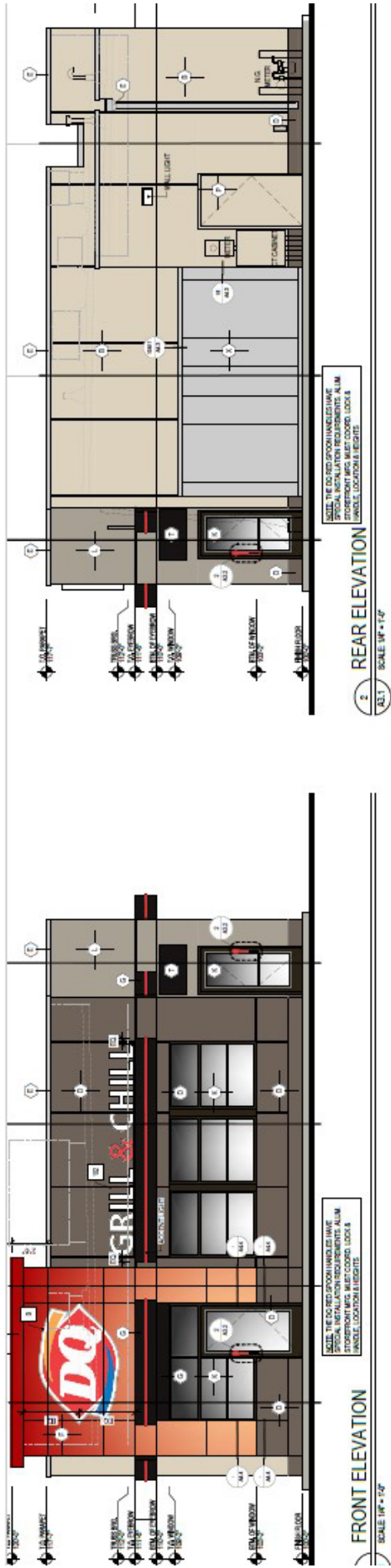
- The site is required to provide at least 2 bike parking stalls in accordance with Section 17, Subd. 14 of Isanti's Zoning Ordinances
- A landscaping plan shall be provided for review by City Staff and shall meet all criteria listed in Section 15 of the City's Zoning Ordinances.
- One freestanding pylon sign is permitted on site, if the applicants would like a second pylon sign near the entrance, it must be approved by the City Council
- If the freestanding sign near 5th Ave NE is approved by the City Council, it must be located at least 10 ft from property lines
- The dynamic sign shall follow regulations found in Section 16, Subdivision 6 of the City's Zoning Ordinances
- A trash receptacle shall be placed within the outdoor seating area
- Applicant shall apply for all permits associated with the building including a building permit, mechanical permit, plumbing permit, electrical permit, and sewer and water hookup.
- All other conditions listed in the City Engineer's memo, dated 7/7/2022.

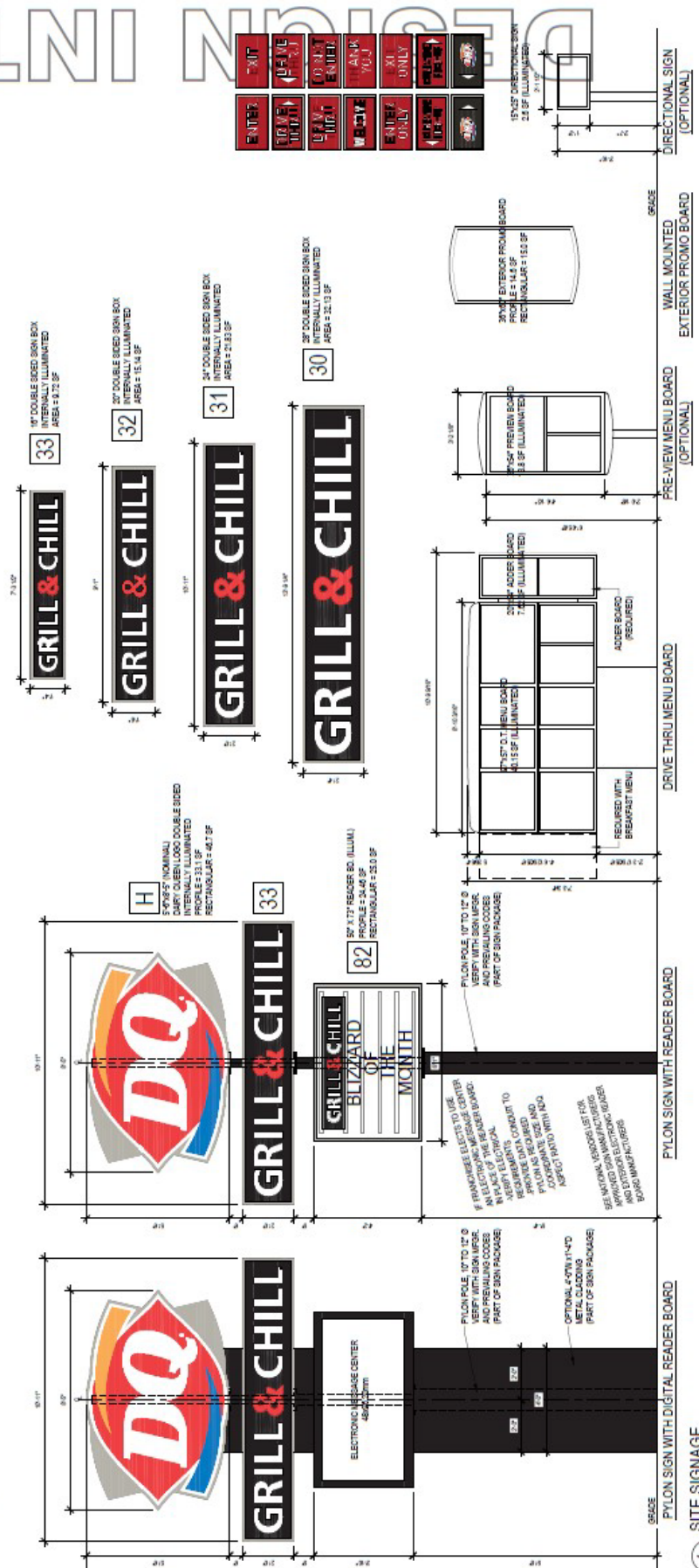
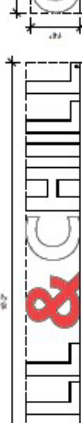
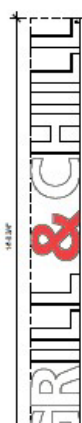
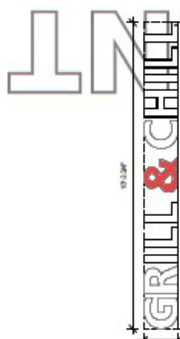
Attachments:

- Site Plans
- Floor Plan and Exterior Elevations
- Sign Plans
- Engineer's Memo Dated 7/7/2022
- Fire Chief's Memo











Real People. Real Solutions.

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

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

MEMORANDUM

Date: July 7, 2022
To: Stephanie Hillesheim, Community Development Director
From: Jason W Cook, P.E.
City Engineer
Subject: Dairy Queen – Site Plan Review
City of Isanti, MN
Project No.: 0R1.126218

We have reviewed the Site Plan and supporting documents entitled “Dairy Queen Grill & Chill” with a signature date of June 24, 2022.

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

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

1. Sheet C102 Removals Plan:
 - a. Preserve large pines where possible along the south property line.
 - b. Avoid cutting into the drive lanes on 5th Avenue, see comments on hydrant lead below.
 - c. Cut a minimum 2-foot bit patch width along the curb.
2. Sheet C201 Civil Site Plan:
 - a. Use the heavy duty pavement section on 5th Avenue.
 - b. Clarify which “directional sign” will be used at the entrance and exit.
 - c. Construct both entrances with the attached valley gutter detail. Add detail to plans.
 - d. General Comment (not a requirement): allowing 90-degree parking on a one way road can be confusing and cause accidents. The single lane along the west side of the building would also not be need to exist if all angled parking were used.
3. Sheet C401 – Utility Plan:
 - a. Call out a Neenah R-3347-A casting to replace the existing casting on the existing catch basin that will now fall in the driveway. Revise on C602 table as well.
 - b. We do not want additional taps made onto the waterline, nor the full street being cut into and closed, therefor, show removing the existing hydrant and valve, adding 2 45-degree bends and reinstalling the hydrant and valve on the south side of the new exit, centered in the boulevard.



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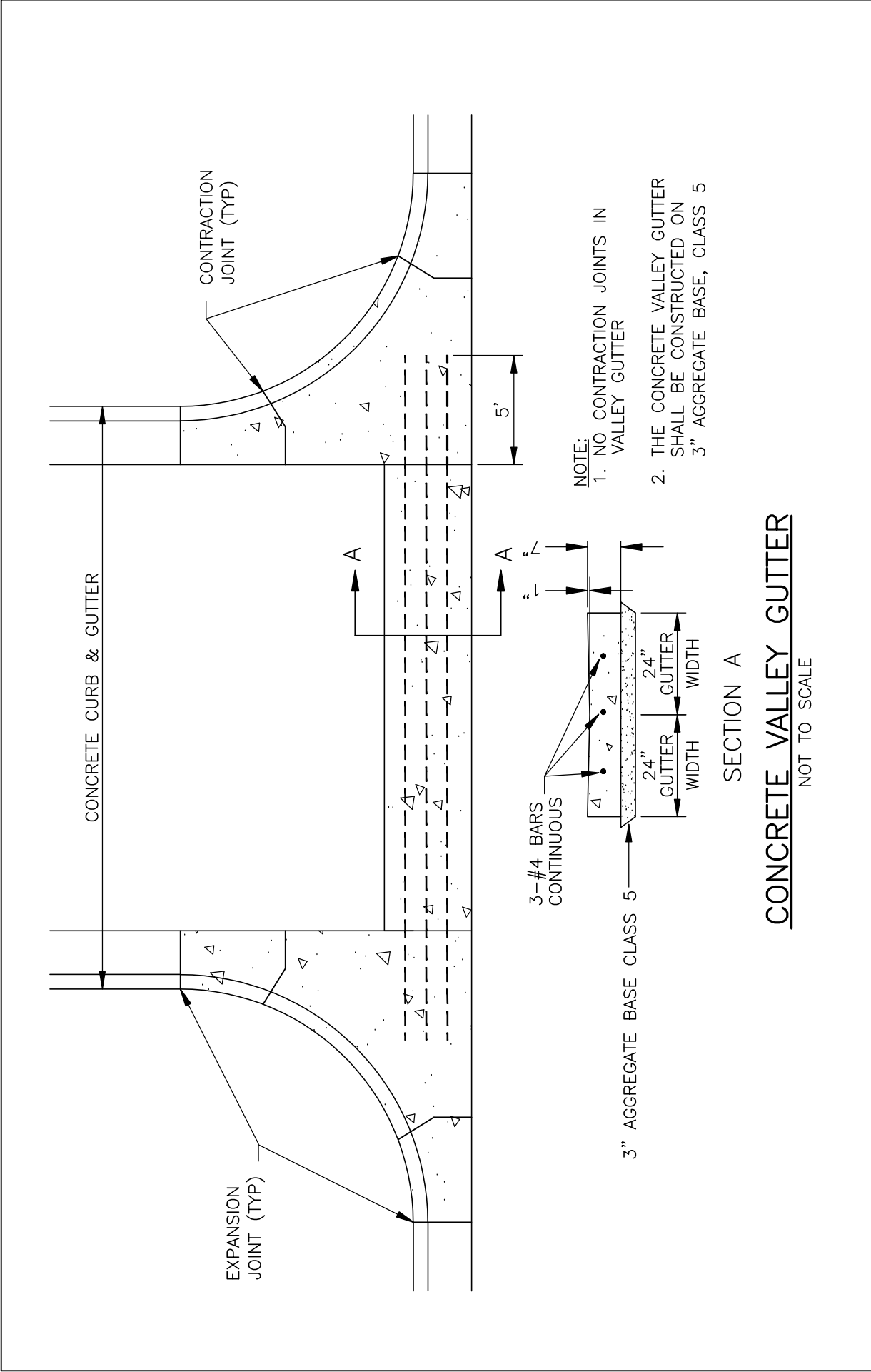
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

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

- c. A large portion of the site in the NW area drains to the street, this needs to be collected on site. Move STMH-1 to the connection point of the existing storm stub and add a new Catch basin next to the trash enclosure.
4. Sheet 501 – Erosion Control Plan:
 - a. All turf establishment shall be sod, not seed, per City standard.
5. Sheet C6.02 – SWPPP Narrative:
 - a. Submit NPDES Permit to City prior to beginning work.
 - b. Submit City SWPPP checklist (attached)

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

Please contact me if you have any questions.



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



SWPPP Checklist

Construction Stormwater Permit Program

Doc Type: Stormwater Pollution Prevention Plan (SWPPP)

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

Site Information

Applicant: _____ Project name: _____

Application date: _____ Reviewer name: _____

SWPPP Narrative

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

SWPPP Plan Sheets

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

Stormwater Discharge Design

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

Which method of permanent stormwater treatment has been selected?

Yes No

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

☐ ☐ Is adequate maintenance access provided?

☐ ☐ Infiltration or filtration

Yes No

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

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

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

☐ ☐ Is a pretreatment device planned?

Yes No

☐ ☐ Wet sedimentation basin:

Yes No

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

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

☐ ☐ Basin outlets designed to prevent discharge of floatables.

☐ ☐ Stabilized emergency overflow.

Yes No

☐ ☐ Regional ponds:

Yes No

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

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

Other Requirements

Yes No

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

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

☐ ☐ Has appropriate construction phasing been implemented?

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

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

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

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

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

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

☐ ☐ Are all inlets protected?

☐ ☐ Stockpiles have sediment control.

☐ ☐ Construction site entrances minimize street tracking.

☐ ☐ Plans minimize soil compaction and preserve topsoil.

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

☐ ☐ Is a dewatering plan required?

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

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

☐ ☐ Vehicle and equipment washing.

☐ ☐ No engine degreasing allowed on site.

☐ ☐ Containment of Concrete and other washout waste.

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

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

Requirements of Appendix A

Yes No

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

Yes No

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

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

☐ ☐ 100-foot buffer

☐ ☐ Other as appropriate

Wetland Impacts

Yes No

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

Yes No

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

July 15, 2022

City of Isanti Planning Commission
110 1st Ave NW
Isanti, MN 55040



RE: Dairy Queen

City of Isanti Planning Commissioners,

Isanti Fire District has reviewed the proposed Dairy Queen Grill & Chill by American Dairy Queen, constructed by Marcus Construction on PID 116.126.0060.

Isanti Fire supports the continuation as presented in the July 5, 2022 development review meeting providing that all State and City fire codes are conforming per City of Isanti Code 111-113: *Adoption of MN State Fire Code*.

Sincerely,

A handwritten signature in blue ink, appearing to be "AJ", with a stylized flourish extending to the right.

Alan Jankovich | Fire Chief
Isanti Fire District



Memo for City Council

To: Mayor Johnson and Members of the City Council
From: Jordan Clementson, Parks, Recreation & Events Coordinator
Date: August 3, 2022
Subject: Resolution 2022-XXX Amendment to the 2022 Budget

Background:

In spring of 2022 the City of Isanti decided to stop running the Isanti Family Farmers Market to allow a private group to host a new market in Isanti called the Neighborhood Market. Since the city is no longer running a farmers' market, city staff would like to make an adjustment to the City of Isanti 2022 Budget.

We are requesting to move the \$2,200.00 in the Farmers Market account 101-45300-498 into the Recreation Program account 101-45300-491. The \$2,200.00 can be used to supplement remaining Parks events and programs in 2022. Events that we would consider giving a boost to would be the Family Summer Entertainment Series on August 9th and 30th in the Bluebird Park Amphitheater as well as Family Day at Legacy Park on September 25th.

We are considering adding bounce house rentals for the Family Summer Event Series. Currently the events are 1 hour in duration and we'd like to add activities to help draw people into the park before the main performance each night. For Family Day we would like to purchase small pumpkins and paint kits to handout to kids. They will bring them home to decorate. When completed they can submit a photo of their completed pumpkin to the city Facebook page to enter in a contest for a chance to win a prize.

Request:

Staff is requesting action on this item.

Attachment:

- Resolution 2022-XXX - PARKS - BUDGET - Amendment to the 2022 Budget

RESOLUTION NO. 2022-XXX

RESOLUTION APPROVING AMENDMENT TO THE 2022 BUDGET

WHEREAS, on December 7, 2021 the City Council approved the City of Isanti 2022 Budget;
and,

WHEREAS, the 2022 budget includes \$2,200.00 for the Isanti Family Farmers Market; and,

WHEREAS, the Isanti Family Farmers Market was taken over as a private venture by The Neighborhood Market in the spring of 2022. The City of Isanti no longer has involvement in the market; and,

WHEREAS, the \$2,200.00 will be moved into the Recreation Program fund to be used on upcoming programs and events for the remainder of 2022; and,

WHEREAS, the Isanti City Council authorizes the following amendment to the 2022 budget.

	CURRENT	PROPOSED	CHANGE
101-45300-498	\$ 2,200.00	\$ 0.00	\$ (2,200.00)
101-45300-491	\$ 11,875.00	\$ 14,075.00	\$ 2,200.00

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to amend the 2022 budget.

This Resolution is hereby approved by the Isanti City Council this 3rd day of August, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

City of Isanti

Gross Payroll	113,166.77
Social Security & Medicare	6,378.03
Public Employees Retirement	11,597.45
Total City Expense	<u><u>131,142.25</u></u>

Pay Date 7/22/2022

Pay Period 15 (7/3-7/16/22)

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/22	07/19/2022	58778	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	790.00
07/22	07/19/2022	58779	2863	AMAZON CAPITAL SERVICES	228-20200	1,589.94
07/22	07/19/2022	58780	1141	ASSURANT EMPLOYEE BENEFITS	861-20200	554.60
07/22	07/19/2022	58781	53	BELLBOY CORPORATION	609-20200	4,239.15
07/22	07/19/2022	58782	9	BERNICKS PEPSI-COLA	609-20200	3,196.18
07/22	07/19/2022	58783	2621	BUREAU OF CRIM. APPREHENSION	101-20200	150.00
07/22	07/19/2022	58784	2956	CAMBRIDGE ISANTI ICE ARENA CORP	609-20200	500.00
07/22	07/19/2022	58785	2487	CAPITOL BEVERAGE SALES	609-20200	586.50
07/22	07/19/2022	58786	1815	CENTURYLINK	602-20200	531.60
07/22	07/19/2022	58787	1736	COMM OF MMB TREAS DIV	101-20200	420.00
07/22	07/19/2022	58788	918	CRYSTAL SPRINGS ICE	609-20200	427.90
07/22	07/19/2022	58789	8	DAHLHEIMER DISTRIBUTING CO	609-20200	22,044.60
07/22	07/19/2022	58790	1941	DELTA DENTAL	861-20200	3,516.80
07/22	07/19/2022	58791	833	DIAMOND VOGEL PAINT	101-20200	2,245.00
07/22	07/19/2022	58792	2478	EAST CENTRAL ENERGY	101-20200	43.85
07/22	07/19/2022	58793	739	HACH COMPANY	601-20200	165.96
07/22	07/19/2022	58794	1891	ISANTI AREA JOINT FIRE DISTRICT	101-20200	68,270.28
07/22	07/19/2022	58795	2611	J ROBINSON CONSTRUCTION LLC	505-20200	6,000.00
07/22	07/19/2022	58796	7	JOHNSON BROTHERS LIQUOR CO	609-20200	2,924.50
07/22	07/19/2022	58797	5	KAWALEK TRUCKING	609-20200	183.20
07/22	07/19/2022	58798	3221	LKO PRODUCTIONS LLC	101-20200	2,000.00
07/22	07/19/2022	58799	1479	LOFFLER COMPANIES INC	108-20200	238.45
07/22	07/19/2022	58800	3117	MAVERICK WINE LLC	609-20200	1,575.26
07/22	07/19/2022	58801	17	MCDONALD DISTRIBUTING CO	609-20200	21,156.80
07/22	07/19/2022	58802	2953	MIDCONTINENT COMMUNICATIONS	609-20200	315.21
07/22	07/19/2022	58803	1536	MINNESOTA DEED	219-20200	833.33
07/22	07/19/2022	58804	2116	MINUTEMAN PRESS	101-20200	990.00
07/22	07/19/2022	58805	1445	MN PUBLIC FACILITIES AUTHORITY	601-20200	413,612.05
07/22	07/19/2022	58806	2080	MVTL LABORATORIES INC	601-20200	394.53
07/22	07/19/2022	58807	2553	O'REILLY	101-20200	23.97
07/22	07/19/2022	58808	617	PAUSTIS & SONS	609-20200	845.75
07/22	07/19/2022	58809	44	PHILLIPS WINE & SPIRITS INC	609-20200	3,624.60
07/22	07/19/2022	58810	3120	ROOTSTOCK WINE COMPANY	609-20200	1,045.05
07/22	07/19/2022	58811	1892	SIGNS BY JILL	101-20200	1,254.00
07/22	07/19/2022	58812	2396	SOUTHERN GLAZERS OF MN	609-20200	34,243.87
07/22	07/19/2022	58813	3209	SUMMER LAKES BEVERAGE LLC	609-20200	535.50
07/22	07/19/2022	58814	2156	SUMMIT FIRE PROTECTION	101-20200	24.00
07/22	07/19/2022	58815	2598	T.A. SCHIFSKY & SONS INC	101-20200	227.25
07/22	07/19/2022	58816	1290	THE AMBLE GROUP	101-20200	131.19
07/22	07/19/2022	58817	42	VIKING COCA-COLA BOTTLING CO	609-20200	486.40
07/22	07/19/2022	58818	1286	VINOCOPIA INC	609-20200	264.00
07/22	07/19/2022	58819	4	WATSON CO INC	609-20200	2,537.06
07/22	07/19/2022	58820	2009	WOOD, JOSEPHINE	101-20200	64.38
Grand Totals:						604,802.71

Report Criteria:

Report type: Summary

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
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07/22	07/27/2022	58825	9	BERNICKS PEPSI-COLA	609-20200	2,636.74
07/22	07/27/2022	58826	2020	BOYLE, EUGENE	101-20200	2,843.20
07/22	07/27/2022	58827	2319	BREAKTHRU BEVERAGE OF MN	609-20200	3,804.28
07/22	07/27/2022	58828	1474	CDW GOVERNMENT INC	614-20200	803.44
07/22	07/27/2022	58829	120	CONNEXUS ENERGY	101-20200	21,143.24
07/22	07/27/2022	58830	918	CRYSTAL SPRINGS ICE	609-20200	729.50
07/22	07/27/2022	58831	8	DAHLHEIMER DISTRIBUTING CO	609-20200	25,248.98
07/22	07/27/2022	58832	3100	DW COMPANIES LLC	920-20200	2,500.00
07/22	07/27/2022	58833	1866	EDINA REALTY TITLE	601-20200	33.88
07/22	07/27/2022	58834	3159	ELM CREEK BREWING	609-20200	246.00
07/22	07/27/2022	58835	3222	ENGLUND, DANA	101-20200	295.28
07/22	07/27/2022	58836	1320	EXECUTIVE TITLE INC	601-20200	61.32
07/22	07/27/2022	58837	1320	EXECUTIVE TITLE OF MN LLC	602-20200	45.16
07/22	07/27/2022	58838	912	FASTENAL COMPANY	101-20200	373.34
07/22	07/27/2022	58839	114	ISANTI COUNTY RECORDER	101-20200	92.00
07/22	07/27/2022	58840	7	JOHNSON BROTHERS LIQUOR CO	609-20200	15,208.57
07/22	07/27/2022	58841	2647	JOHNSON CONTROLS	101-20200	1,195.48
07/22	07/27/2022	58842	5	KAWALEK TRUCKING	609-20200	326.20
07/22	07/27/2022	58843	3172	LAMAR COMPANIES	609-20200	250.00
07/22	07/27/2022	58844	2762	LEGACY SECURITY TECHNOLOGY INC	108-20200	112.25
07/22	07/27/2022	58845	2727	LEGACY TITLE	601-20200	69.44
07/22	07/27/2022	58846	2727	LEGACY TITLE	601-20200	98.56
07/22	07/27/2022	58847	17	MCDONALD DISTRIBUTING CO	609-20200	16,998.15
07/22	07/27/2022	58848	616	MENARDS - CAMBRIDGE	226-20200	547.93
07/22	07/27/2022	58849	2500	METRO SALES INC	101-20200	92.84
07/22	07/27/2022	58850	3224	MICHAUD DISTRIBUTION	609-20200	1,238.40
07/22	07/27/2022	58851	2978	MILBANK WINWATER WORKS	601-20200	66,693.40
07/22	07/27/2022	58852	2080	MVTL LABORATORIES INC	602-20200	292.26
07/22	07/27/2022	58853	3226	NATOLE, NICHOLAS	601-20200	204.06
07/22	07/27/2022	58854	3122	NEW FRANCE WINE COMPANY	609-20200	679.83
07/22	07/27/2022	58855	3094	NORTH VALLEY INC	425-20200	132,528.93
07/22	07/27/2022	58856	3149	ORIGIN WINE & SPIRITS	609-20200	256.00
07/22	07/27/2022	58857	44	PHILLIPS WINE & SPIRITS INC	609-20200	959.05
07/22	07/27/2022	58858	3148	R & B HOMES LLC	505-20200	27,000.00
07/22	07/27/2022	58859	2341	RED BULL DISTRIBUTION CO INC	609-20200	214.90
07/22	07/27/2022	58860	2518	SEMLER CONSTRUCTION INC	505-20200	21,000.00
07/22	07/27/2022	58861	2396	SOUTHERN GLAZERS OF MN	609-20200	3,272.31
07/22	07/27/2022	58862	315	ST PAUL STAMP WORKS	101-20200	34.60
07/22	07/27/2022	58863	1361	STAPLES ADVANTAGE	609-20200	56.31
07/22	07/27/2022	58864	73	STAR	101-20200	309.43
07/22	07/27/2022	58865	3209	SUMMER LAKES BEVERAGE LLC	609-20200	472.50
07/22	07/27/2022	58866	2614	SW WOLD CONSTRUCTION INC	505-20200	6,000.00
07/22	07/27/2022	58867	1290	THE AMBLE GROUP	602-20200	4.60
07/22	07/27/2022	58868	3223	THESING, DAKOTA	505-20200	250.00
07/22	07/27/2022	58869	2076	TITLE SPECIALIST INC	601-20200	75.33
07/22	07/27/2022	58870	3125	UNCOMMON LOON BREWING CO	609-20200	240.00
07/22	07/27/2022	58871	42	VIKING COCA-COLA BOTTLING CO	609-20200	323.55
07/22	07/27/2022	58872	4	WATSON CO INC	609-20200	1,768.10
07/22	07/27/2022	58873	780	WINE MERCHANTS	609-20200	368.00
07/22	07/27/2022	58874	2626	WW GOETSCH	602-20200	742.17

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 7/27/2022 - 7/27/2022Page: 2
Jul 27, 2022 10:09AM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
Grand Totals:						361,125.31

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

RESOLUTION 2022-XXX

APPOINTING ELECTION JUDGES FOR THE 2022 PRIMARY ELECTION

WHEREAS, the Primary Election shall be held on August 9, 2022; and,

WHEREAS, the City of Isanti must appoint election judges for both precincts for the City of Isanti;

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

1. The following persons shall be appointed to serve as election judges and/or as alternates for the City of Isanti precinct at the Primary Election to be held on August 9, 2022:

Allen Garber
Connie Anderson
David Rysted
Dan Balk
Dean Fleming
Ed Honzik
Elaine Fischer
Glenn Farrell
Jaden Strand
Jodi Anderson
Katie Grotte

Kayla Saltis
Laureen Simons
Leroy Johnson
Leslie Knudson
Margaret Engquist
Pamela Dahlheimer
Ryan Saltis
Tabitha Peltier
Margaret Johnson
Pamela Van Buren
Megan Drews

2. Election Judges (non-staff) shall be compensated for mileage to and from training, for election training, and for the hours served as an Election Judge.
3. Election Judges (non-staff) shall be compensated at \$14.00/hr.
4. City Staff is authorized to provide reasonably priced snacks to election judges and to purchase any additional supplies needed in order to ensure elections run efficiently and effectively.
5. The Election Administrator is authorized to train and appoint election judges as necessary.

This Resolution is hereby approved by the Isanti City Council this 3rd day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

MEMO



To: City Council

From: Mason Voshell, Economic Development Intern

Date: August 3, 2022

Subject: Resolutions 2022-XXX Awarding Quote for the Lease of City/EDA Owned Crop Land

Background:

On June 1st the Council/EDA Directed Staff to publicly advertise for crop lease quotes for crop year 2023 for EDA owned land. City Staff opened the quotes at 11 AM on July 20, 2022 and read them aloud. The quotes were as follows:

Parcel A – 67 acres “more or less”

Wayne Calander, Calander Farms \$6,800.00/year

This is \$2,163.85 less than the 2022 lease. Staff is in the process of obtaining an updated appraisal for this parcel. The lease agreement will have a clause about selling the land. Mr. Calander’s quote for the 2023 crop year would put that land valuing at \$101.49 per acre. In 2022 Mr. Calander was awarded Parcel A, he paid \$8,963.85 for the year, this put the land valuing at \$108.39 per acre.

Based on the quotes received staff recommends the following awards:

Parcel A – 67 acres “more or less”

Wayne Calander, Calander Farms \$6,800/year

Requested Action:

Staff recommends adoption of the attached resolutions and staff to execute the lease.

Attachments:

- 1) Resolution 2022-XXX

RESOLUTION 2022-XXX

AWARDING QUOTE FOR THE LEASE OF CITY OF ISANTI OWNED CROP LAND

WHEREAS, the City of Isanti has determined that certain property currently owned by the City of Isanti and the City of Isanti Economic Development Authority will not be needed in the near future for the intended public use; and,

WHEREAS, the City Council and EDA have identified the property to be leased/rented for crop production on the map attached Exhibit A as Parcel A for 67 acres “more or less”, north and east of the City of Isanti Wastewater Treatment Facility and Public Works site, located to the east of 3rd Avenue North on the western boundary of lots 1, 2, 3, and 4 of Isanti Railview North Industrial Park, and south of 299th Avenue; and,

WHEREAS, the City Council and EDA advertised and obtained one quote from parties interested in farming the above stated property for the production of row crops for the 2023 Crop Year as follows:

Wayne Calander, Calander Farms \$6,800/yr;

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

1. Hereby awards the bid as received for a period of one crop year to Wayne Calander, Calander Farms, for the amount of \$6,800/annual rent for the 2023 crop year for the rental of approximately 67 acres “more or less” of EDA property for crop farming as described above.
2. That the annual rent of \$6,800/yr. shall be due and paid to the City of Isanti Economic Development Authority according to the following schedule:
3.

On December 1, 2022	\$3,400.00	(1 st half of first year 2023 annual fee)
On December 1, 2023	\$3,400.00	(2 nd half of year 2023 annual fee)
4. The EDA reserves the right to develop the property at any time through the contract period. If the EDA exercises this right, the EDA shall compensate Mr. Calander for the fair market value of the crop destroyed, valued at the average market price per bushel as of the date of initial construction activity resulting in the removal of the crop, based upon the average per acre yield as established by the records maintained by USDA pertaining to the subject field or as available for similar fields located in Isanti Township, in the event such records are not available for the specific crop field herein.
5. That Mr. Calander shall have no right to rent the land for future crop years after year 2023 unless awarded the lease by the EDA through a bid process.

This resolution was duly adopted by the City of Isanti this 3rd day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Exhibit A
Map of Parcel A



APPROVED RENTER:

WAYNE CALANDER, CALANDER FARMS

Signature

Date

RESOLUTION 2022-XXX

APPROVING DONATION BOX AT LIQUOR STORE

WHEREAS, on June 2nd, 2009 City Council approved a donation box policy; and,

WHEREAS, Isanti Liquor is requesting use of a donation box at the liquor store in support of the “4th Annual MMBA Fire Department Fundraiser”; and,

WHEREAS, the Donation Policy has been reviewed and approval is recommended;

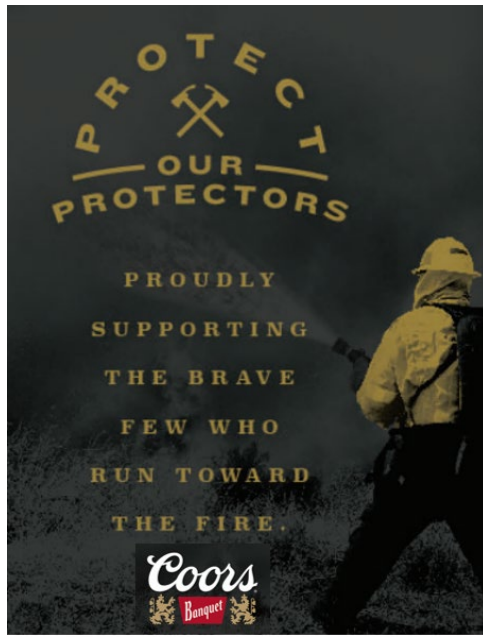
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota hereby approves placement of a donation box for the “4th Annual MMBA Fire Department Fundraiser” at the Isanti Liquor Store from August 4, 2022 through September 11, 2022, allow the Isanti Fire District to park fire equipment on-site at times within the dates of the fundraiser, and to also allow the Isanti Fire District to provide a prize or prizes to be given away during the fundraiser.

Adopted by the Isanti City Council this 3rd day of August 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk



4th Annual MMBA Fire Department Fundraiser

In an effort to help your cities promote the Community Value of their Municipal Liquor Operation, the MMBA, in partnership with MolsonCoors, is coordinating the 4th annual fundraiser **benefiting your local fire departments.**

This is an effort to help raise additional \$\$ for local fire departments as many are running on very tight budgets. All funds raised will go directly to the local fire department that services your community.

In addition, for each store that participates, you will be part of a random drawing for 1 of 5 additional \$500 donations for local fire departments! **Send in a photo of your display/participation to be entered.**

In appreciation for the largest donation gathered, MolsonCoors will also donate a case of Coors Banquet to each and every fire fighter at that cities department!

NEW in 2022*** Molson Coors will also be supporting a greater cause with every case of Coors Banquet sold (4/6/12 stubby bottles and 4/6/16 cans) We have selected MN Fire to receive a cents/case donation up to \$15,000! This non-prof supports local MN firefighters with insurance, family needs and health benefits.



MnFIRE 
 Gearing Up for Health
 Every case gets us
 closed to our goal.*

We will also have special packaging calling out firefighters too!!



Here are execution details for this program:

- **The fundraiser will run from August 1 – Sept 11th, 2022.** At the end of the event (Sept 11th), please take the collected cash to your local fire department while contacting Paul Kaspszak with your results.
- Each participating Municipal store will raise funds in various ways (suggestions noted below)
- POS to help Support the event
 - Signage will be available from your Coors Distributor – please contact them and determine exactly what you need and what you want the POS to communicate
 - Banners for front of store
 - Posters for inside store and above Coors/Coors Light display
 - Donation cards (To start, it is suggested that you get 100 donation cards with scannable UPC for ease of collection)

Here are some successful ideas to help promote the event and raise the most funds:

- ✓ Donation cards – every person who donates signs a card and the cards are proudly displayed in store (behind register, around Coors display, entry way – this helps to increase awareness as well as thank those that donate)
- ✓ Contact your local Fire Chief to gain their participation and more suggestions.
 - Plan a day or 2 when fire trucks can be parked in-front of the store
 - Have station donate items to be raffled in silent auction (ie signed helmet or boots)
 - Have firefighters in your store for photos and help with donations
 - Is there a piece of equipment the fire department is in need of? Set a goal and help them achieve it!
- ✓ Run a silent auction in-store to raise \$\$ - items could be donated by fire station, city, local businesses, breweries, distributors, etc
- ✓ Donate a portion of Coors/Coors Light sales for the month of August. \$.50/case being a suggestion.

- ✓ At the end of the program, tally your funds and ask your local Coors distributor to mock up a large check. This is a great photo opp for your store/local paper and it can be then posted in your store thanking the community for their efforts.

Your Coors distributor will be asking about your participation and how they can help. They will also be incentivized to build large creative displays with Coors and Coors Light cases to help with your efforts.

Any and all additional display/feature consideration for Coors and Coors Light is greatly appreciated!

Send in all your photos of your participation to

Email: kaspszak@outlook.com and CC : jonathan.chance@molsoncoors.com

If you have any issues contacting your local distributor, please contact Jon Chance

Phone: 612-718-6862

Thanks for your participation!!!!



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: Finance Director Betker
Date: August 3rd 2022
Subject: Resolution 2022-XXX Accepting Quote for Dell Poweredge T440 Server

Background:

The Server for City Hall is scheduled for replacement. The 2022 budget for Fund 614 included \$12,621 for a new server. However, given rising prices and an ever expanding need for digital storage, especially video of public meetings, White Bear IT Solutions has quoted a price of \$25,090. Finance Director Betker solicited a second quote online directly from Dell. That quote was more than \$33,000.

In discussions with IT, staff is satisfied that this server will meet the needs of the City for at least the next 7 years. 2 years longer than the standard useful life assigned in our capital improvement plan. In addition to mitigating risk with redundant fans and power source the proposed server will also come with 4-hour On-Site support, provided by Dell, for 7 years.

The current server was originally purchased in 2016. When the current extended support contract runs out in April of 2023, no support/warranty contract options will be available. Additionally the current server is down to less than 10% of its memory available.

Recommendation:

While this purchase would be well above budget and would likely leave Fund 614 with a negative cash balance at year end, staff is recommending moving forward with the purchase. The long run financial outlook for Fund 614 is still strong. And this purchase would mitigate substantial risk for at least 7 years and potentially 10 years.

Action Required:

If Council concurs with staff's recommendation, Council would motion to approve the attached Resolution.

Attachments:

- Res 2022-XXX
- White Bear IT Solutions Server Quote
- Dell Direct Purchase Quote

RESOLUTION 2022-XXX

ACCEPTING QUOTE FOR DELL POWEREDGE T440 SERVER

WHEREAS, The city capital improvement plan, which is reviewed and adopted by the Council annually provides for the replacement of the existing City Hall Server; and,

WHEREAS, the current server is nearing the end of its support contract as well as limits on available memory; and,

WHEREAS, the city has received two quotes and Fund 614 is the identified funding source;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to accept the quote from White Bear IT Solutions for Dell PowerEdge T440 Server in the amount of \$25,090.

This Resolution is hereby approved by the Isanti City Council this 3rd day of August, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand, City Clerk



White Bear IT Solutions LLC
4986 Stewart Ave
White Bear Lake, MN 55110
United States
jkritta@wbtsolutions.net

Estimate 1493

ADDRESS	DATE	TOTAL
Pam Dahlheimer City of Isanti 110-1st Avenue NW Isanti, MN 55040 USA	07/22/2022	\$25,090.00

ACTIVITY	QTY	RATE	AMOUNT
Hardware	1	25,090.00	25,090.00
Dell PowerEdge T440 Server:			
2 x Intel Xeon 2.5GHz 8C Processor			
12 x 16GB RDIMM (192GB) RAM			
BOSS controller w/2 x 480GB M.2 (RAID1) - OS Partition			
6 x 980GB SSD (RAID5) 4.9TB Data Partition			
1 x Windows Server 2022 STD 16C License			
70 x Windows Server 2022 STD User CAL			
Redundant Fans			
Dual Redundant 495W PS			
Dell ProSupport 4 hour On-Site Support (7 Years)			
SUBTOTAL			25,090.00
TAX			0.00
TOTAL			\$25,090.00

THANK YOU.

Accepted By

Accepted Date

PowerEdge T440 Tower Server

Share


COMPONENTS

Base

PowerEdge T440 Server

Selected

Trusted Platform Module (TPM)

-  Windows Server 2022 requires UEFI BIOS Setting and Trusted Platform Module 2.0.
- ☒ These options are compatible with your configuration

Help Me Choose

- ☒ **Trusted Platform Module 1.2** **Selected**
- ☐ No Trusted Platform Module - \$36.52

Chassis

Help Me Choose

- ☒ **Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration, PERC/HBA11** **Selected**
- ☐ Chassis with up to 8, 3.5" Hot-Plug Hard Drives, Rack Configuration,PERC/HBA11 + \$30.94
- ☐ Chassis with up to 16, 2.5" Hot Plug Hard Drives, Tower Configuration,PERC/HBA11 + \$92.84
- ☐ Chassis with up to 16, 2.5" Hot-Plug Hard Drives, Rack Configuration,PERC/HBA11 + \$111.41

Quarterly Business Sale: 42% off with code SERVER42

View Special Offers

Estimated Value **\$53,874.47**

Total Savings **\$20,528.38**

Shipping **Free**

Dell Price \$33,346.09

Support prices are dependent on hardware and OS costs.

Dell Business Credit

As low as \$1,001 /mo ^ | Apply for credit

★ Get up to \$1,000 back in rewards

Get it as soon as **Jul 29 - Aug 4**

View Delivery Dates for 55063

Add to Cart: **\$33,346.09**

Order Code pe_t440_12421_vl_vp



June 15, 2022

SUMMARY OF TENTATIVE AGREEMENT

City of Isanti and LELS Local # 416 (Lieutenants)

1. Article 8 – Grievance Procedure

Section 8.4 is amended as follows to reflect legislative changes to arbitrator selection procedures:

Step 4. A grievance unresolved in Step 2 or Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1979 and Minnesota Statutes section 626.892, as amended.

2. Article 17 – Vacation

a. Section 17.1 is replaced in its entirety with the following language:

Vacation will accrue at the following rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
First (1) year	6 days (48 hrs.)
Second (2) year	12 days (96 hours.)
Sixth (6) year	18 days (144 hrs.)
Tenth (10) year	24 days (192 hrs.)
Fifteenth (15) year	27 days (216 hrs.)

b. Section 17.2 is amended as follows:

~~48 hours of unused vacation and the Employee's annual accrual may be carried over from year to year~~ Employees may carry accrued vacation leave up to a maximum of 480 hours.

3. Article 19 – Sick Leave

Section 19.4 is amended as follows:

An employee who is drawing worker's compensation shall be allowed to use accumulated sick, vacation, or compensatory leave as necessary to

insure a full monthly paycheck, providing that employee shows documentation to the Employer.

4. Article 21 – Insurance

Article 21 is amended as follows:

- 21.1 Health Insurance. The Employer will provide a health and medical care insurance program to all employees. The Employer will pay 100% of the premium for single coverage health insurance. Employees choosing dependent care health coverage will be required to pay according to current City policy applicable to all City employees. Essentially, Employee contributions toward the premium costs of dependent coverage will increase or decrease by the same percentages as the City's overall policy cost increase or decrease for the health care coverage for the duration of this Agreement.
- 21.1.a ~~Effective 01/01/2019~~ For the duration of this Agreement, the Employer will provide a plan with coverage and benefits at least equivalent to the coverage provided under the Public Employee Insurance Program (PEIP). For the duration of the ~~2020-2022~~2023-2025 collective bargaining agreement, the Employer will offer Employees the choice of coverage pursuant to the PEIP Advantage Health Plan and the PEIP HSA Compatible Plan.
- 21.1.b For the duration of the ~~2020-2022~~2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. The amount will be pro-rated if less than a full year is worked. This provision shall sunset effective December 31, ~~2022~~2025.
- 21.1.c For the duration of the ~~2020-2022~~2023-2025 collective bargaining agreement only, the City will continue to offer a \$443.75 per month taxable Opt- Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of certification for proof of coverage pursuant to City policy. This provision shall sunset effective December 31, ~~2025~~2022.
- 21.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for, life insurance in the amount of \$25,000.00 for each full-time employee.
- 21.3 Effective Date. The health and medical and term life insurance shall be in effect the first day of the first full month of employment.
- 21.4 Dental Insurance. The Employer shall make dental insurance coverage available to employee and employee's dependents. The Employer will pay 100% of the premium for single coverage and 100% of the premium for dependent care

coverage.

5. Article 22 – Holidays

Section 22.2 is amended as follows:

During the month of December Employees will be paid a lump sum check at the employee's regular rate of pay for the above holidays or receive days off in lieu of payment. Days off must be scheduled with the employee's supervisor. Employees terminating employment during the calendar year will receive a pro-rated payment. In the event of a resignation occurring after payment of the lump sum check but before the occurrence of holidays set forth in this Article, the Employer is authorized to deduct any amounts paid for holidays occurring after the effective date of said resignation from the wages of a resigning Employee.

6. Article 26 – Duration

Article 26 is amended as follows:

This AGREEMENT shall be effect from January 1, ~~2020~~2023 until December 31, ~~2022~~2025, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this AGREEMENT.

7. Miscellaneous Language Items

The City and Union agree to the following non-substantive/formatting changes:

- a. Article 13: "com1" in the last sentence of the first paragraph is amended to read "court."
- b. Section 19.1: "Hours" should not be capitalized.
- c. Section 19.3: "four hundred eight" is amended to read "four hundred eighty."
- d. Section 22.1: Amended to move "Eve" up a line next to "1/2 day Christmas."

8. Wages and Wage Adjustments

- a. Market Adjustment: Adoption of new salary scale consistent with City Compensation Study (3 highest steps of Grade 15 on 2022 scale):

START	STEP 1	STEP 2
\$43.7197	\$45.0352	\$45.9051

- b. COLAs:

2023: 4%
2024: 3.75%
2025: 3.5%

- c. Appendix A Wage Schedule:

LIEUTENANT HOURLY WAGES

	2023 (4% over new salary scale)	2024 (3.75% over 2023)	2025 (3.5% over 2024)
Starting	\$45.4685	\$47.1736	\$48.8246
Step 1	\$46.8366	\$48.5930	\$50.2937
Step 2	\$47.7413	\$49.5316	\$51.2652

- d. MOU regarding retention/experience pay

The parties will enter into a Memorandum of Understanding recognizing Employee John McCarty's experience as a licensed peace officer and implementing a retention bonus in recognition of the same. Said retention bonus shall be based upon the longevity provisions of the Agreement and the recognition of Employee John McCarty's years of experience (Only 75% outside experience shall be recognized).

[SIGNATURE BLOCKS ON FOLLOWING PAGE]


**THE UNDERSIGNED AGREE THAT THIS DOCUMENT REPRESENTS THE
TENTATIVE AGREEMENT REACHED BETWEEN THE CITY AND THE
UNION DURING NEGOTIATIONS OCCURRING JUNE 14, 2022**

CITY OF ISANTI

Date: _____ by _____

Its _____

LAW ENFORCEMENT LABOR SERVICES, INC.

Date: 06/20/2022 by 

Its Business Agent

RRM: #466874

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ISANTI
AND
LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #416**

This Memorandum of Understanding (MOU) is entered into by and between the City of Isanti, Minnesota (“City”), Law Enforcement Labor Services, Inc., Local #416 (“Union”), and John McCarty (“Employee”). The City, the Union, and Employee are collectively referred to as the parties.

WHEREAS, Employee is employed by the City as a Lieutenant with the Police Department; and

WHEREAS, the Union is the exclusive representative of all licensed essential supervisory employees in the position of Lieutenant employed by the City; and

WHEREAS, the City and the Union are parties to a collective bargaining agreement effective January 1, 2023 through December 31, 2025 (CBA), which governs the terms and conditions of employment for City employees within the bargaining unit represented by the Union, including Employee; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding for the purpose of recognizing Employee’s experience as a law enforcement officer and the benefits that an experienced supervisory employee brings to the City.

NOW THEREFORE, the parties agree as follows:

1. **Longevity.** The City shall recognize Employee’s years of full-time outside experience as a licensed peace officer in Minnesota prior to Employee’s full-time employment with the City at a rate of 75% (1-year prior full-time experience = 0.75 years) for purposes of determining eligibility for longevity pay pursuant to Article 16.4 of the CBA.
2. **Duration.** This MOU shall remain in effect until Employee is no longer employed by the City as a full-time Lieutenant.
3. **Not Precedent Setting.** The parties agree that this MOU shall not be considered precedent setting, constitute a past practice, or be used as evidence in any proceeding involving the City and the Union other than for purposes of enforcement of this MOU.
4. **Mutual Drafting.** This MOU is the result of negotiations between the parties and, accordingly, shall not be construed for or against any party, regardless of which party drafted the MOU or any portion thereof. The MOU shall for all purposes be deemed to have been mutually drafted.

5. **Entire Agreement.** This MOU constitutes the entire agreement between the parties relating to the matters set forth herein. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this MOU will be valid unless they are in writing and signed by the parties.


IN WITNESS WHEREOF, the parties have entered into this MOU on the dates shown below.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

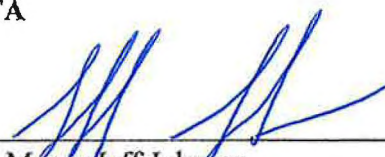
EMPLOYEE

Dated: 8-22, 2022 By: 
John McCarty

UNION

Dated: 8/15/, 2022 By: 
Its: LELS Business Agent

CITY OF ISANTI, MINNESOTA

Dated: 9-1-, 2022 By: 
Mayor Jeff Johnson

Dated: 9/6, 2022 By: 
City Administrator Josi Wood

N.1. c.

Labor Agreement

between

The City of Isanti, MN

-and-

Police Lieutenants
Law Enforcement Labor Services, Inc.

Local# 416

January 1, 2023 - December 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Isanti, hereinafter called the Employer, and Local Number 416 of Law Enforcement Labor Services, Inc., hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENTS interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative under Minnesota Statutes for all licensed Essential Supervisory employees in the position of Lieutenant employed by the City of Isanti Police Department, Isanti, Minnesota who are public employees within in the meaning of Minn. Stat. 179A.03, subd.14 excluding confidential and all other employees.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local No.416.
- 3.2 EMPLOYER: The City of Isanti.
- 3.3 UNION MEMBERS: A member of Law Enforcement Labor Services, Inc., Local No. 416.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.5 DEPARTMENT: The City of Isanti Police Department.
- 3.6 CHIEF: The Chief of Police of the City of Isanti Police Department.
- 3.7 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 3.8 OVERTIME: Work performed in excess of an employee's scheduled shift.
- 3.9 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of or an early report to a scheduled shift is not a call back.
- 3.10 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse, child, father, mother, spouse's mother, spouses' father, grandchild, sibling-in-law, sibling, grandparent, grandparent-in-law, step parent, step brother/sister, step child.
- 3.11 DAYS: Unless otherwise indicated, mean the City's regular business days.
- 3.12 EMERGENCY: A crisis situation or condition which reasonably may be expected to endanger life or property as defined by the Employer.
- 3.13 PROBATION PERIOD: Means one (1) calendar year from the employees' date of hire. The probationary period for promoted or reassigned employees will last for six (6) months from date of promotion or reassignment.
- 3.14 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two-week notice, providing the employee has not been discharged for misconduct.

ARTICLE 4 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee on any basis prohibited by law.

ARTICLE 5 - UNION RIGHTS

In recognition of the Union as the Exclusive representative the Employer shall;

- 5.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; and
- 5.2 Remit such deduction to the appropriate designated officer of the Union.

- 5.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice
- 5.4 The Employer shall make available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.
- 5.5 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.
- 5.6 The Union agrees to indemnify and hold harmless the Employer against any claims, suits, orders, or judgments brought or issued against the Employer under the provisions of this article.

ARTICLE 6 - EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to the law. In the event that any provision of this AGREEMENT shall be held to be contrary to the law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

ARTICLE 8 - EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

- 8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 8.2 Union Representative. The Employer will recognize representative designated by the Union as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the name of such Union representative.

8.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor.

8.4 Procedure. Grievances, as defined by section 9.2, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the Police Chief. At this step, the grievance may be presented either orally or in writing. The Police Chief will discuss and give an answer, in writing, to such Step 1 grievance within twenty-one (21) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Police Chief's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the grievance shall be in writing and presented by the Union to the City Administrator. The City Administrator will give the Union the Employer's Step 2 answer in writing within ten (10) calendar days. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance not resolved in Step 2, by mutual consent, may be mediated using the services of the Bureau of Mediations Services. A petition for mediation by either party stops all timelines. A grievance not resolved in mediation, may be appealed to Step 4.

Step 4. A grievance unresolved in Step 2 or Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 and Minnesota Statutes section 626.892, as amended.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services a list of qualified arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name the question will be decided by the flip of a coin.

8.5 Arbitrator's Authority

8.5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.

8.5.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

8.5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

8.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employers last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 9 - DISCIPLINE

- 9.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Demotion, or
 - E. Discharge
- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspensions, notices of demotion and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. Such documents more than twenty-four (24) months old may not be used for promotional evaluation or disciplinary action and shall be removed unless the original signed letter of discipline indicates otherwise.
- 9.4 Employees may examine their own individual personnel files at reasonable time under the direct supervision of the Employer.
- 9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given adequate opportunity to have a Union representative present at such questioning.
- 9.6 Grievances relating to this Article shall be initiated by the Union at Step 2 of the grievance procedure under Article 8 of this Agreement.

ARTICLE 10 - JOB SAFETY TRAINING

- 10.1 The Employer agrees to provide employees with body armor as required by law.
- 10.2 The Employer will pay the cost of maintaining POST licensure.
- 10.3 The time an employee spends attending training, approved by the Chief and the City Administrator, and shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

ARTICLE 11 - HOURS OF WORK

- 11.1 The normal work year is an average of two thousand eighty (2,080) hours to be accounted for by each employee through

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time.

11.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

11.3 Scheduled shifts shall be bid by seniority prior to November 15th of each year.

ARTICLE 12 - OVERTIME PAY

12.1 Hours worked in excess of the employee's scheduled shift will be compensated at one and one-half times the employee's regular base pay rate.

12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

12.3 In lieu of monetary compensation, an employee may choose to receive compensatory time at the rate of time and one-half (1 ½) to a maximum accumulation of eighty (80) hours.

12.4 Credit for overtime hours worked (pay and/or compensatory time off) shall only be given upon receipt of supervisor approved documentation as to the purpose and need for the overtime and must be approved by the City Administrator.

12.5 Overtime shall be paid to nearest 1/4 hour. Officers shall report their start time at the time scheduled and any time worked over their shift as authorized by the Chief.

ARTICLE 13 - COURT TIME

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) time the employee's base pay rate or for time worked, whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum. Overtime for court appearances shall be paid at the 1 ½ times current rate of pay.

Court Standby: An off-duty employee who must remain available for a court hearing, and is required to call for verification that an appearance is necessary. An employee shall be compensated at the rate of \$20.00 per day of standby only if no appearance is required. Compensation shall be paid for standby only on Tuesday, Wednesday, Thursday, and Friday. An employee may not receive standby pay and the court time minimum on the same day.

ARTICLE 14 - CALL BACK TIME

An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) time the employee's base pay rate or for time worked, whichever is greater. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

Call back time shall not include phone calls, must include employee reporting to work at the office or the scene of an incident.

ARTICLE 15 - SENIORITY

- 15.1 Definition: Seniority will be determined by an employee's length of continuous service with the Employer and posted in an appropriate location. Seniority rosters may be maintained by the Employer on the basis of time in grade and time within specific classifications. Full time employees shall always have seniority over part time employees. Seniority within the part time personnel shall not be transferable to a full-time position.
- 15.2 Probationary Employees: During the probationary period, an employee may be discharged at the sole discretion of the Employer.
- 15.3 Lay-offs: Lay-offs are defined as separation from service by the Employer not related to discipline. Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for one year after layoff. No employees will be hired in any jobs classifications in which employees are laid off who have recall rights.
- 15.4 Vacancies: Job vacancies within the bargaining unit will be posted by the Employer in the department in a conspicuous place, for a period of ten (10) working days. An employee must apply for the position within the ten (10) working days posting time. An employee assigned to the posted job will be on probation for six (6) months, during which time the employee may be returned to their former position upon the request of the employee, without loss of seniority.

ARTICLE 16 - COMPENSATION

- 16.1 Rates of Pay: Employees covered by this AGREEMENT shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this AGREEMENT.
- 16.2 Meals: Employees will be reimbursed for meals according to current policy.
- 16.3 The City shall pay the following lump sum payments to employees possessing a

valid Post License and current Firearms Qualifications on December 31 of the preceding year. Payment shall be made in January of each contract year.

Post License	\$325.00
Firearms Qualifications	\$300.00

- 16.4 Longevity: Longevity pay is based upon full length of service as a full-time officer/lieutenant in the City of Isanti from date of hire. Members will receive longevity in accordance with the following schedule:

10 Years of Service - Two Percent (2%) above base wage rate
15 Years of Service - Four Percent (4%) above base wage rate
20 Years of Service - Six Percent (6%) above base wage rate

Longevity rates are applied to the base wage rate for full time employees for that year of tenure. The employee's anniversary date shall be the date used for the purpose of longevity increment movement.

ARTICLE 17 - VACATION

- 17.1 Vacation will accrue at the following rates:

<u>Years of Service</u>	<u>Annual Accrual</u>
First (1) year	6 days (48 hrs.)
Second (2) year	12 days (96 hours.)
Sixth (6) year	18 days (144 hrs.)
Tenth (10) year	24 days (192 hrs.)
Fifteenth (15) year	27 days (216 hrs.)

- 17.2 When an employee terminates employment with the City in good standing, the employee shall receive the value of 100% of vacation time earned but unused as severance pay. Employees may carry accrued vacation leave up to a maximum of 480 hours.
- 17.3 Seniority shall apply on vacation scheduling up to March 1st of each year. After March 1st, vacation scheduling shall be on a first come, first serve basis.
- 17.4 Vacation Donation Option: An employee may voluntarily donate their accumulated vacation hours (up to a max of 2 days / or 24 hours) to other employees whose accumulated leave balances are exhausted and who would otherwise be subject to a loss of income during a continued absence from work due to illness or injury. Donations will not be paid until all types of paid leave are exhausted by the recipient. The donated time will be paid to the recipient at the recipient's regular rate of pay on an hour per hour basis, and there will be no consideration for differences in wage rates applied to the transfer.

ARTICLE 18 - LEAVES OF ABSENCE

- 18.1 Military Leave. Any military leave of absence shall be handled as provided by law.
- 18.2 Negotiating Committee. An employee elected to serve on the negotiating committee representing the bargaining unit members shall suffer no loss of pay if negotiations are held during the employee's on-duty hours. The employee shall not be eligible for overtime or straight time if meetings are held during the employee's off-duty hours.
- 18.3 Jury Duty. Employees required to serve on jury duty will be compensated by the Employer for the difference between the employee's regular rate of pay and the amount paid for jury duty.
- 18.4 Parenting Leave. Unpaid parenting leave is available to employees pursuant to law.

ARTICLE 19 - SICK LEAVE

- 19.1 All full-time employees shall be credited with 8 hours of sick leave for each month of service, with a maximum accumulation of 480 hours.
- 19.2 Employees may use their accrued sick leave for an illness or injury of the employee, employee's immediate family, and or to attend the funeral of a fellow employee. "Immediate family" will be defined by, and limited by, Minnesota Statutes Section 181.9413.
- 19.3 Upon termination of an employee in good standing and with five years consecutive employment, the employee shall be reimbursed one-half pay for sick days not used to a maximum of four hundred eighty (480) accumulated hours at the employee's current rate of pay; and the employee shall be reimbursed for any unused sick leave for hours accrued in the termination year at the rate of one-half (1/2) of the employee's daily salary based on a maximum of accrual of ninety-six (96) hours.
- 19.4 An employee who is drawing worker's compensation shall be allowed to use accumulated sick, vacation, or compensatory leave as necessary to insure a full monthly paycheck, providing that employee shows documentation to the Employer.
- 19.5 The Employer may require an employee to submit a medical certificate verifying that the employee may return to work.
- 19.6 At the employee's option, the employee may sell back to the Employer unused sick leave in excess of 480 Hours up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of 480 Hours may be

sold back under this provision up to six (6) days in any one year.

ARTICLE 20 - FUNERAL LEAVE

- 20.1 Funeral Leave is defined as paid leave not charged to an employee's sick leave or vacation leave, given in the event of a death in the employee's immediate family. (See Article 3.10)
- 20.2 Funeral leave in an amount equal to three eight-hour work days or 24 work hours shall be granted to each employee in the event of a death in the Employees immediate family. Requests for funeral leave will not be denied if the Employer's needs can be accommodated during the proposed absence.
- 20.3 Additional days. Additional leave time may be taken only with the permission of the City Administrator. These additional days will be charged against accumulated sick leave or vacation leave at the employee's discretion.

ARTICLE 21 - INSURANCE

- 21.1 Health Insurance. The Employer will provide a health and medical care insurance program to all employees. The Employer will pay 100% of the premium for single coverage health insurance. Employees choosing dependent care health coverage will be required to pay according to current City policy applicable to all City employees. Essentially, Employee contributions toward the premium costs of dependent coverage will increase or decrease by the same percentages as the City's overall policy cost increase or decrease for the health care coverage for the duration of this Agreement.
 - 21.1.a For the duration of this Agreement, the Employer will provide a plan with coverage and benefits at least equivalent to the coverage provided under the Public Employee Insurance Program (PEIP). For the duration of the 2023-2025 collective bargaining agreement, the Employer will offer Employees the choice of coverage pursuant to the PEIP Advantage Health Plan and the PEIP HSA Compatible Plan.
 - 21.1.b For the duration of the 2023-2025 collective bargaining agreement only, the City will contribute the annual IRS defined maximum to the employee's HSA account on a bi-annual basis in January and July of the calendar year for those benefit-eligible employees who are eligible to receive an HSA contribution and elect the PEIP HSA Compatible Plan. The amount will be pro-rated if less than a full year is worked. This provision shall sunset effective December 31, 2025.
 - 21.1.c For the duration of the 2023-2025 collective bargaining agreement only, the City will continue to offer a \$443.75 per month taxable Opt- Out Waiver payment for those benefit-eligible employees not electing health insurance coverage, upon presentation of certification for proof of coverage pursuant to City policy. This provision shall sunset effective December 31, 2025.
- 21.2 Life Insurance. The Employer will provide and pay the full cost of the premiums for,

life insurance in the amount of \$25,000.00 for each full-time employee.

21.3 Effective Date. The health and medical and term life insurance shall be in effect the first day of the first full month of employment.

21.4 Dental Insurance. The Employer shall make dental insurance coverage available to employee and employee's dependents. The Employer will pay 100% of the premium for single coverage and 100% of the premium for dependent care coverage.

ARTICLE 22 - HOLIDAYS

22.1 Recognized Holidays. Holidays include the following:

New Year's Day
Presidents Day
Columbus Day
Independence Day
Veteran's Day
½ day Christmas Eve
Christmas Day
Martin Luther King
Day Memorial Day
Labor Day
Thanksgiving Day
Floating Holiday

22.2 During the month of December Employees will be paid a lump sum check at the employees' regular rate of pay for the above holidays or receive days off in lieu of payment. Days off must be scheduled with the employee's supervisor. Employees terminating employment during the calendar year will receive a pro-rated payment. In the event of a resignation occurring after payment of the lump sum check but before the occurrence of holidays set forth in this Article, the Employer is authorized to deduct any amounts paid for holidays occurring after the effective date of said resignation from the wages of a resigning Employee.

22.3 Employees who work on a recognized holiday shall be paid at one and one-half (1 ½) times their regular straight time rate for all hours worked, up to 12 hours pay depending on the length of the employee's normally scheduled work day, in addition to holiday pay as provided in Article 24.2. Holidays excluded from pay at the one and one-half (1 ½) times the regular straight time rate are the Floating Holiday and ½ Day for Christmas Eve which shall be paid at the regular straight time rate for all hours worked.

22.4 An employee utilizing the Floating Holiday will be allowed up to (12) hours pay, depending on the length of the employee's normally scheduled work day.

ARTICLE 23 - UNIFORMS

- 23.1 The Employer shall provide the initial uniform issue, as listed in Appendix B, for each permanent full-time employee.
- 23.2 Each employee shall receive a uniform allowance of \$100.00 per month.
- 23.3 The Employer shall cover all costs of eyeglasses or other eyewear damaged or destroyed in the line of duty, except in those instances where the damage is loss or caused by the personal neglect of the employee.
- 23.4 The Employer shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed in the line of duty, except in those instances where the damage or loss is caused by the personal neglect of the employee.
- 23.5 Employees terminating from the Police Department, with less than three (3) years of service, for any reason must return their entire uniform, including accessories, except for any items that were individually purchased by the officer using resources other than the uniform allowance. Regardless of the years of service, an employee terminating from the Police Department must return their body armor and other uniform accessories if originally paid for by the employer, and must return all uniform insignia and department "patches".
- 23.6 The Employer shall provide an annual stipend of \$100 for the maintenance and replacement of the Officer's service firearm to each permanent full-time employee employed by the Departments as of December 31 of the preceding year. The payment shall be made in January of each contract year.

ARTICLE 24 - OUTSIDE EMPLOYMENT

Employees must receive prior written approval from the Chief and City Administrator before accepting outside employment.

ARTICLE 25 - WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in

this AGREEMENT. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this AGREEMENT, although such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed.

ARTICLE 26 - DURATION

This AGREEMENT shall be in effect from January 1, 2023 until December 31, 2025, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

THE CITY OF ISANTI

**LAW ENFORCEMENT LABOR
SERVICES, INC.**

Mayor

Business Agent

Date

Date

City Administrator

Steward

Date

Date

APPENDIX A WAGE SCHEDULE

LIEUTENANT HOURLY WAGES

	2023 (4% over new salary scale)	2024 (3.75% over 2023)	2025 (3.5% over 2024)
Starting	\$45.4685	\$47.1736	\$48.8246
Step 1	\$46.8366	\$48.5930	\$50.2937
Step 2	\$47.7413	\$49.5316	\$51.2652

APPENDIX B INITIAL UNIFORM ISSUE

- 3- Summer Shirts
- 3- Winter Pants
- 3- Uniform Pants
- 2- Name Tags
- 3 - Badges (2 breast/1 hat) collar Brass
- 3 - Ties
- 1 - Winter Jacket
- 1 - Winter Hat
- 1 - Summer Hat
- 1 - Pair Gloves
- 1 - Pair Boots
- 1 - Belt for Pants
- 1 - Duty Belt
- 1 - Holster for Side Arm
- 1 - Cuff Case
- 1 - Key Holder
- 1 - Ammo Pouch
- 1 - Flashlight Holder
- 1 - Mace
- 1 - Mace Holder
- 1 - Radio Holder
- 1 - Handcuffs
- 1 - ASP Baton
- 1 - ASP Holder

In the event that Class A dress uniforms are required by the employer, they will be included in the Initial Uniform Issue.