



AGENDA
Nowthen City Council
September 14, 2021 @ 7:00 PM

1. **7:00 PM:**
 - Call to Order
 - Pledge of Allegiance
 - Roll Call
 - Approve Agenda
2. **7:03 PM: Consent Agenda:**
 - a) Approve City Council Budget Workshop Minutes of 07-20-2021 and City Council Meeting Minutes of 08-10-2021.
 - b) Financial Report: Approve Treasurer's Report, and Claims dated August 11, 2021 through September 7, 2021.
 - c) Resolution 2021-28 Authorizing the Acceptance of a Donation from the Elk River Youth Hockey Association
 - d) RCA – Recycle Center Attendant Additional Hours
3. **7:15 PM: Floor Items**
4. **7:25 PM: Sheriff's Report**
5. **7:45 PM: Financials – Bruce Kimmel, Sr. Municipal Advisor for Ehlers**
 - a) Bond Rating Report and Resolution 2021-29 Awarding the Sale of General Obligation Bonds, Series 2021A
6. **8:00 PM: Fire Department**
 - a) RCA – Declare Surplus Property – Gear Grid Lockers(old) and MSA 5-gas monitor
7. **8:15 PM: Planning & Zoning**
 - a) Toft 1st Addition Final Plat & Development Agreement
 - b) Kontz Lot Split - Request for Approval of a 3-lot Subdivision
 - c) Ordinance 2021-04 Accessory Buildings
 - d) Process Diagram and Checklists
 - e) TPC Memo - Assessments
 - f) Wall Maps
8. **9:30 PM: Council**
 - a) Set a Date for Communications Meeting – Tabled from August Meeting
 - b) RCA – Policy & Procedures for Notification of Land Use Applications
 - c) RCA – Nowthen Memorial Park Improvements
 - d) RCA - Patching a section of Waco Street & Waco Drive
 - e) RCA - City internet/phone service – costs and speeds
 - f) RCA - Authorize PCS to conduct an evaluation to determine costs for wireless internet service throughout portions of Nowthen
 - g) RCA – Cleaning, painting, replace lights in the basement of Historic Town Hall
9. **10:00 PM: Adjourn**

MINUTES
Nowthen City Council Workshop
July 20, 2021 @ 6:00 PM

Members attended: Mayor Pilon, Councilmember Alders, Councilmember Blake, Councilmember Greenberg, Councilmember Rainville

Also in attendance: City Clerk, Lori Streich; RTY Financial Consultant, Lori Yager; Fire Chief, Dave Schmidt; Assistant Fire Chief, Joe Lawrence

Workshop Opened at 6:00 pm. Microphones turned on at 6:05 pm.

1. **6:00 PM:** Capital Improvement Plan

Rainville requested that if the funds dedicated for remodeling the Historic Town Hall cannot be used this year, they be used in 2022, and a concentrated effort be made to have improvements made to the inside of the building.

Blake asked about the \$80,000 dedicated for the Fire Department Well. Pilon said Chief Schmidt should have input regarding where that will fit in his schedule. The current well services the Historic Town Hall, Fire Station and Memorial Park, and is not powerful enough to fill Fire Tankers as quickly as they need. The Fire Department well needs to be a commercial well with required approval from the State of MN regarding where it hits the aquifer. New Tanker Tender Truck will not be in service for 12-18 months from time of ordering, according to Chief Schmidt. Discussion about the Fire Department well as the next priority for Chief Schmidt, possibility of partnering with farmers in the area. Leave the \$80,000 as currently designated.

Pilon asked if unused funds in an account would roll over to the next year's budget. Consultant Yager responded that yes, they could be rolled over. Typically, if a project does not get done in one year, the funds will roll over to the next year unless something drastic happens to make those funds unneeded. If it's a goal of the Council's, the funds would roll over to the next year.

Discussed Interest rates being very low.

Park Capital Improvement Fund – Greenberg asked about the \$50,000 designated for the Memorial Park; Clerk Streich explained that she wants to make the Memorial area nice, new plants, nice monument, etc. Park Dedication Funds are from developers and can be used for the Memorial area. Greenberg requested to earmark funds for pickleball at Nowthen Memorial Park, on the basketball court area. Discussed adding two (2) pickleball courts and leaving the basketball court as it is or starting with one pickleball court first, in conjunction with the basketball court, and see what interest there is before making two of them. Greenberg also would like to fix up the disc golf course. He would like to earmark another \$50K for these Park projects. Discussed upgrading and improving existing buildings and shelters, BBQ grills, Concession stand area at Nowthen Pavilion, condition of lake shore & vegetation encroaching the swim beach area, widening the beach area, condition of the sand.

Consultant Yager summarized what she was hearing from the Council and will incorporate this into the budget process. She will be rolling over the well and building improvements and will add the following items:

Park Fund: a pickleball court, fix up the BBQ grills, beach improvements

Capital Fund: Concession stand improvements, Pavilions & shelter improvements

Sand may come out of the Park Fund or possibly the General Fund as part of maintenance budget

Alders said that if the Recycling Center plan is to keep an attendant on duty, something will be needed for winter. The baler room is insulated. Clerk Streich asked Alders about a building outside that he had mentioned previously. He responded that it was a one-person, four-season shelter for checking people in and out of an area (like Menards) and is air-conditioned and heated and about the size of a phone booth. It could also work for receiving fees for recycling items, as residents will see that the Center is manned, and someone is there.

Suggestions made to add additional playground equipment, including something for seniors to use to encourage movement. Discussed both park playgrounds. Yager said it depends on the cost of playground equipment, so would like

to do research on cost, used equipment, MN Twins grant possibilities. Discussed potential park development fees and concept plans coming in to the Council for upcoming approval.

Chief Schmidt present; discussed Fire Department budgeting for the well. Asked if the Capital Fund was rolled over year to year, and incrementally increased to cover expenses, or if the budgeted amount was for this year and that was the expected expenditure. Yager explained that the amount that is budgeted is just a plan and is rolled over from year to year. If an item is in the budget, it got there because it is needed in the first place. For example, the lawnmower and the Sterling Truck are in the budget because they need to be replaced eventually. Need to determine when it is needed. Discussed budgeting process in Nowthen – if it is there and not used, it's rolled over to the next year unless the item is no longer needed. Larger items are budgeted yearly to save up over the long term, so the City doesn't have to borrow money to purchase them. Schmidt would like to keep the \$80,000 as budgeted for the well with the intent to get it done yet in 2021. Discussed fire equipment purchases, truck purchase and bonding requirement for items purchased to last 10 years. Schmidt would like funds contributed yearly to the Capital Fund for Fire Department purchases, to help become predictable for tax levy planning and administration, and also to prevent the possibility of getting caught at a zero balance if equipment fails. Currently addressing urgent needs for the transition, and long-term planning has not been discussed yet. Operating budget and Capital Plan – identifying fleet issues, life cycle, replacement cost, SCBA equipment needs – Schmidt's rough estimate is a starting place of \$90K-\$95K yearly to set aside for Fire Capital purchases, setting funds aside incrementally for those purchases that will be needed. He will refine his Capital budgeting plan. Schmidt said he was communicating with Pilon regarding his operating budget but was told not to do that.

Consultant Yager explained how the budget process is supposed to work – staff puts together a budget and presents it to the Council as a whole at a public meeting. The interim budgets and discussions involved in preparing that budget for presentation to the full Council are fluid and stay at the staff level until ready to present, instead of sending ideas to one councilmember individually for comment. Yager had requested Schmidt not to forward interim budgets to the mayor, because it complicates and drags out the process unnecessarily. She doesn't need to comment regarding every change made before the budget is ready to present to the full council. Consultant Yager has a 25-year Improvement Plan, which includes Fire Equipment and transfers from the General Fund. The ultimate goal is to have an established equipment plan so the Fire Department will have funds available in the future, balances of around \$50 million, sitting in a Fund ready to purchase equipment without bonding for it. Incremental increases to Capital Funds implement that without making great impact on taxpayers with an increase in the levy. Most cities do this kind of planning, and that is how it is done. Clerk Streich said historically the City of Nowthen has bonded for needed large purchases, but having Consultant Yager's seasoned experience with this is a very valuable asset to the City and to Streich in directing the City down this path instead of borrowing money and bonding all the time.

Chief Schmidt said he would determine the expected life cycle and anticipated replacement costs for Fire Department assets. CARES money availability has jacked up the cost of things. Alders commented that the current situation is a bit of a "double dip," as the City is buying a brand new Fire Tanker/Tender and then anticipating the life cycle of that brand new truck. Part of the contract with St Francis Fire Department was that Chief Schmidt would develop a budget that will fit in the proposed City Budget presented by Staff. Discussion about specific items included that can now be removed as approved and/or purchased already, and Yager said that discussion about these types of details should be limited to staff and consultant in an effort to get the numbers accurate to present to Council. Council should not need to focus on these details. Yager requested Council focus on 2022 because it is so late in the budget process. Chief Schmidt, Consultant Yager and Clerk Streich need to work together on specific items on the Fire Department List and funding for them. Yager has a list of equipment on the 25-year plan, not all items are included in the 5-year plan that was in front of the Council at this meeting. It would be well worth the time to work together and get the 2022 equipment right, and then she can change the document going forward. It is not a good use of time to try to do that at this meeting.

The \$125,000 allocated for the tanker stayed in the Fund because the Tanker was not done, and now the tanker cost is \$550,000 instead of \$125,000 as originally planned. Discussed equipment details purchased, needed purchases, potential grant availability. Yager said the former practice of allocating \$2500 yearly just for turnout gear has been changed to contribute \$72,500 into the equipment fund. Part of the discussion that Chief Schmidt and Yager/Streich need to have is to determine which equipment needs to be purchased annually, and what needs to be budgeted in the 5 to 25 year plan. That \$72,500 is projected to be increased \$20,000 yearly, until it is \$195,000 a year that will be put into the equipment Fund in order to replace all of the equipment in the future. Part of the equipment is turnout gear.

Yager is concerned that the \$600,000 bond may not be enough to cover the items being discussed for purchase now. Chief Schmidt said that very early estimates for the Tanker purchase are under \$500,000, which would allow flexibility for

purchasing the other items needed that are being discussed. Yager said that as long as the equipment purchased with the bond has a 10-year life expectancy those bond funds can be used legally. The Bond Request is being submitted as a flexible equipment replacement bond. If the funds are not spent on the Fire Equipment, then whatever is left of the \$600,000 bond can be used to purchase other equipment needs within the City – Toro lawnmower, Public Works truck, etc. The only requirement to use the equipment funds is that each item needs to have at least 10 years of life, and the City has three (3) years to spend the money.

Yager's Financial Plan is to for the City to pay the \$60,000 annual payment/debt out of the Equipment Fund, so the City does not need to levy anything in addition to pay the debt. If handled correctly, it should not impact taxpayers. The Professional Service line item is a cost that needs to be paid no matter what bond it is allocated for within the budget. The \$600,000 bond will be part of the \$2.575 million bond for the Road Improvements. Ehlers will be presenting the bond discussion to the Council. Chief Schmidt asked at what point the contract for purchasing the truck can be executed, and Yager replied that he should be able to do that in September after the bond issues have been approved for sale. Contract will be sent to Council for approval before it is executed.

Alders asked if bonding \$620,000 would cover the replacement of the 2001 snowplow truck as well. Yager replied that it could be part of that bond. Discussed interest rates and cash balance. Yager highly recommended adding the snowplow truck into the equipment bond purchased this year. Instead of \$600,000 it could be increased to \$800,000 or \$850,000. The total bond would be \$2,850,000 to cover 2020 and 2021 Road Improvements and Equipment purchases.

Staff has asked to meet with Engineer Nelson regarding upcoming road project needs for the budget. He didn't anticipate a need for a huge project like the current year, but he thought \$900,000 was a good ballpark number to start. He is gathering information and better numbers, but the numbers in the budget at this time are ballpark numbers.

Rainville requested to start budget talks in April. Yager said her report was prepared in April/May, and she did request to meet with Council, but agendas didn't allow it. She explained that generally, a normal budget calendar starts with Capital Planning in April/May. Administrative Staff meet with Department Heads to discuss needs and planning regarding Capital Planning and budget impact. Budget presentation to the Council does not generally happen until August, but Yager requested to meet earlier (July 20) because she is going out of the country. Pilon asked when Council input happened regarding their goals. Response was at the Capital Planning meeting in August. Generally speaking, operational budgets don't change much from year to year, unless more staff needs to be hired. If Department Heads need to request a bigger item, a "big picture" thing, they get discussed at the Staff level in May and then get incorporated into the August discussion with Council. Then the budget numbers get reworked, and staff would present the new budget in September with the Levy for Council approval. Generally speaking, Council has a large input into the capital spending, big equipment, etc., but general operations don't change much from year to year. This year the Sheriff contract is a significant change, and will impact the budget significantly.

Yager will meet with Chief Schmidt to assure the Capital that will go into his budget. Council will meet again to review it after adjustments are made. In September the preliminary levy will come for approval along with the adjusted budget numbers. Yager requested to move on to the Budget Planning.

Questions about Road Improvement estimates that had been presented. Yager said this is only a planning document, based on the information she has, and she makes estimates from that. The numbers presented are based on history, the knowledge and experience that she has, and her predictions for the next 5 years. They are not fixed in stone, but the estimates help in planning for the future, levy impacts, etc. Interest rates are very low at this time, but the interest earnings she included in her planning document were based on interest earnings on the fund balance in the City's road improvement fund – 1% based on what the cash balance will be at the end of 2021.

MS4 Regulations regarding pond cleanup will require cities to dig up, remove and haul to IL contaminated pond materials. Cities need to plan ahead and include in their budgets funds to use for this future expense and requirement. Ditches will also need to be cleaned out and maintained. Suggested to include in the budget MS4 Fund for pond cleanup and the road plan needs to include reviewing ditches and culverts.

Park Dedication Fees should significantly increase in the next year, due to the increased development in the City.

Discussed issues with well at Historic Town Hall. Mork Well is planning to come inspect in August and will determine the status and make recommendations at that time.

2. 7:30 PM: Budget Planning

Page 6 – This page presents things that have changed from the previous year.

In 2022, the City will not be getting any Fire Aid. City will be joining the PERA, and State of MN sends money directly to PERA for Nowthen Fire Fighters. There may be a portion that the City is required to pay to get to the right amount, which has been taken into consideration in the budget presented. Between Ramsey Fire and the State Legislature, negotiations were made that Nowthen Fire Firefighters would qualify for 2021 state aid, payable in October, 2022. Asst Chief Lawrence explained that the state aid would go directly to PERA for the purpose of Fire Fighter Retirement, not passing through city funds. Yager explained that if the state aid falls short of what the fire fighter pension should be, the City will be required to pay to get it to the right amount, and that amount is unknown at this time. Chief Schmidt said they have done some calculations and are comfortable with the City's contribution at \$500 per Fire Fighter, which is included in the budget.

Page 10 – actual fire budget; Projections based on historical information regarding fire department expenses. PERA pension contribution was removed, training pay, and salaries were combined into one line item. Discussed certification requirements and fees increasing with new fire fighters hired. JPA fees increase yearly. Payroll is generally projected higher than actual, as it may be necessary based on call volume. Discussed billing residents for fire service calls to get some of the insurance claim money for the fire department, physical testing and drug screening.

Page 2 – Synopsis of total General Fund changes.

Revenue side and Expenditures side both going up the same amount \$221,580. The Grader bond will mature next month, and the payment amounts will continue to go into the Equipment Fund. The increase in the Sheriff Department Operational budget will have impact on the operational budget this year. Recommended adding the Public Works truck to the equipment bond because interest rates are so low. In 2021, the City budgeted to use Fund Balance of \$96,425. That has now been rolled into the Levy so no Fund Balance will be used. Biggest increase is the law enforcement (LE) contract going up 44% (\$114,000 increase). Discussed LE contract option to start mid-year, so increase is spread over 2 budget years and state aid would help the 1st year. Contract includes coverage for 12 hours daily, which allows more proactive time for sheriffs. Adjusting budget numbers based on the mid-year plan would reduce the levy substantially, from a 7.62% increase to only 3.98% increase. Discussed allowing the on-duty sheriff access to the fire station to park his vehicle and use the new office to do paperwork during the 12 hours on duty. 2022 Levy increase projected to be 9% based on 2020 & 2021 Road Improvements - debt service increased from \$81,000 to \$192,800, including the payoffs for both 2021 and 2022. 2023 numbers may be adjusted based on prepaid assessments that come in this year. Vehicle purchases will be wrapped into the General Debt levy for 2023, as the General Fund budget is covering the initial cost. The actual tax capacity has consistently gone down, because property values are going up within the City (see page 19 of packet).

Page 8 –

Council Salary – Category for Maintenance and Contract Services is a budget category for training and travel.

Office & Administration – budgeted for adding full time position, but City Clerk decided to go with part-time for 2022. Staff health plans have changed and will be saving money for the City and for the staff.

2022 Election budget discussed; possible need to raise election judge wages; potential help in the office for early voting.

Finance & Assessing – Accounting increase \$1100 – based on historical use; adjusted accordingly

Audit Fees projected to decrease because Staff will be going out for RFP for auditing services; auditing generally starts January 1 after year-end is complete, so auditing fees won't kick in until 2022 budget. Council will review RFPs that are submitted.

Assessing services projected to be \$26,000. Discussed reviewing contract for current assessors, rates, duties, etc.

Alders asked why legal fees are double what was projected for the 2021 budget. Yager responded that it was based on the Civil Attorney actual time billed for calls and professional information. Legal fees related to road projects are billed to the Road Fund. The budget numbers presented do not include road issues. Discussed reasons for attorney fees being so high. Attorney invoices are sent out to council each month for review. Blake asked about the procedure for council asking questions directly from attorney. Clerk Streich responded that the council generally directs staff to contact the attorney with questions and then she provides all of the information to the whole council. Rainville said that if the Council has directed a councilmember to contact the attorney regarding a specific item, then that individual has the authority to contact the attorney directly. Blake asked regarding those situations if the council member is to bring back the information to the full council, and Rainville said that has never been a task that's been assigned. Yager will adjust down the attorney budget, considering the 2021 increase may have been inflated due to the addition of the Nowthen Fire Department. Adjustment taking \$6,000 from Administrative and adding it to General Government for Newsletter and printing. Other increases in property insurance and workers' compensation premium increases.

Maintenance training transferred to General Government instead of Public Works budget. Engineering budget adjustments do not include road improvement costs. Building Official budget adjusted based on increased construction and need for inspection trips. Budget Expense line item and Revenue line item for Building Official generally offset each other. Rainville asked about getting a report that showed how much the city absorbs and how much the residents pay as they use the contractors, and Yager responded that this was a lot of work, very detailed, and it would cost the city too much money for her to create that report, especially considering individual contractor invoices. Public Works budget projected increase – salary increase included; COLA increase possible; increase in materials and supplies, maintenance and contract services. Discussed what is included and the variation in actual costs over the past 5 years. Farmers Market income varies – budgeted within permit revenues. Upper Rum River Water Management budget numbers unknown. \$10,000 seems to be a reasonable budget. Discussed what this money pays for and how it benefits Nowthen residents. Cannot opt out of the organization. Parks budget projections discussed – might be lower than actual; repair and maintenance costs have been lower this year, but need to budget for potential repairs. Gravel costs now paid for out of Public Works instead of Parks.

Page 11 – numbers show that the City is currently way under budget; means that some projects may not have started yet, etc. Full-time Admin staff position was not filled; staffing costs down in 2021 for various reasons. May want to consider some transfers or adjustments.

Page 12 – synopsis of all the changes to General Fund categories; based on history.

Recycling Fund Discussion

Page 13 – Possibly building shed for attendant – Clerk Streich suggested this is a project opportunity to apply for County SCORE Grant Funds. Recycling Revenue increases due to fee increases and residents using time at home to clean up. Discussed advantages of having Recycle Center staffed; items being paid for more consistently. Still cleaning up things dumped in ditches, etc.

Adjustments as discussed will be made to the Park Improvements, Building Improvements, Equipment, and Road Budgets. Levy will be reduced from 7.62% to 3.98% increase; discussed potential opportunity to reduce Levy further. 2023 Levy increases could potentially be offset by excess fund balances.

Greenberg asked the amount in the Park Budget Yager responded that at the end of 2020 it was \$218,000, and in 2021 it should be \$255,000 after Park Development fees are received.

All the City moneys are invested in CDs and money market funds through the 4MFund. Blake asked why the question about fixing up the park buildings if the money is there. Discussed improving trails and approved projects.

Yager will implement changes and get the budget back to Council. Council will adopt a Resolution to Adopt the Preliminary Budget on September 14th. Suggested having another budget workshop on September 7th to rehash the budget after they have had a month to review adjustments. Notices for Public Hearings to adopt budget resolution will be handled by City Staff.

CAPITAL IMPROVEMENT AND BUDGET WORKSHOP CLOSED at 10:00 PM.

Respectfully Submitted,

Lori Streich, City Clerk/Treasurer

Jeff Pilon, Mayor

Nowthen City Council Regular Meeting
Minutes
August 10, 2021

Meeting Opened at 7:00

Members attended: Mayor Pilon, Councilmember Alders, Councilmember Blake, Councilmember Greenberg, Councilmember Rainville

Also in attendance: Deputy Clerk, Ellen Lendt; City Planner, Liz Stockman; Anoka County Sheriff, Commander Wayne Heath, and Assistant Fire, Chief Joe Lawrence

Agenda amended by Blake to add discussing a date for the Communication Workshop in Section 8, For the Good of the Council; and Rainville, requested to move Item 6.a) RCA – Letter of Credit Reduction – Breyen's Bend and Item 6.b) Rogers Lake Area Road Improvement Update to Consent Agenda, and to add her RCA requesting reimbursement for purchases for the Nowthen Park Pavilion.

MOTION BY RAINVILLE TO APPROVE THE AMENDED AGENDA; 2ND BY BLAKE. ALL IN FAVOR; MOTION CARRIED.

1. **7:00 PM: Consent Agenda:**

- a) Approve City Council Meeting Minutes of 05-24-21 & 06-08-21 & 06-15-21. 06-08-21 CORRECTION to Greenberg's name; add the names of 2 assessment hearings and special Council meeting to 05-24-21 minutes
- b) Financial Report: Approve Treasurer's Report, and Claims dated July 7, 2021 through August 3, 2021.
- c) Ramsey Lions Application & Permit for 1-4 Day Temporary On-Sale Liquor License
- d) Resolution 2021-27 Authorizing Acceptance of a Donation from B&L Custom Finishing & Lakeside Cabinets & Woodworking – for new Fire Station Addition
- e) RCA – Letter of Credit Reduction – Breyen's Bend
- f) RCA – Reimbursement to Rainville for improvements to Pavilion
- g) Rogers Lake Area Improvement Updates

MOTION BY GREENBERG TO APPROVE THE AMENDED CENSENT AGENDA AND THE CHANGES IN THE MEETING MINUTES; 2ND BY RAINVILLE. ALL IN FAVOR; MOTION CARRIED.

2. **7:15 PM: Floor Items**

Dave Johnson 8863 184th Ave NW – Here to state his opposition to rezoning of Baugh St.; went through PZ 4 yrs. ago, new Comp Plan stayed RRA, here again for rezoning.

Jerome Lindner – 9133 184th Ave NW – He is opposed to rezoning at 181st & Baugh St .

Dick Walstrom – 20390 Basalt Ave – There is an issue with traffic & speeding on Basalt; come from north side and speeding; 6 driveways on each side between the top of the hill and 204th; little kids; no speed limit posted; Tar road with no shoulders; horse riding; wheel chairs; ATV's on the road. If someone is walking on the road, there is no place to go if someone is coming fast up the hill. Not sure what to be done about it; something needs to be done or we will need to bury someone eventually. Invited sheriff to park in his driveway and set up radar.

Clayton Connelly – 9030 184th Ave NW – The neighborhood was here 4 years ago and was all against rezoning 181st and Baugh for possibility of Bill's and G-Will Liquor store. He and his wife and their neighbors are adamantly against any rezoning to a business district. He based moving to Nowthen based on the Comprehensive Plan. He has done some legwork for taking decibel readings of that intersection and other intersections where Bill's Superettes are, and he is willing to send information to Council. Mr. Rademacher runs a very clean business; his employees are well-respected, but this does not need to be rezoned. There are plenty of places to get food and the things that would be offered there, and he understands that population and housing are increasing. The southwest area of the City is a horse community, five-acre lots, trails, etc. Residents don't want the issues of fast cars, as expressed by Walstrom. A stand-alone gas station/liquor store in a residential neighborhood will increase criminal activity. Recently he had called 911 on a suspicious person/suspicious car with an out-of-state plate, and it took 20 minutes to get sheriff response to the location. Ramsey

officer was in the area with no idea what was happening, and Connelly flagged him down to make the traffic stop. This is his neighborhood and he does not want suspicious vehicles and behaviors.

3. **7:15 PM: Sheriff's Report**

Commander Heath will follow up on complaint regarding speeding on Basalt and request extra patrols. He requested vehicle descriptions. Informed residents that the speed limit on a rural road that is not posted is by State Law 55 MPH.

Reviewed July's 138 calls for service; 9 of those to Bar None (4 runaway calls, 2 assaults, 1 medical, and phone property calls). Still having issues with young people staying on property.

Proactive incidents – Deputies on routine patrol and observed motorcycle traveling w/o headlight; driver impaired; sobriety tested; arrested. Sheriffs try to be proactive as they are on duty in the city. Increased activity in Nowthen, car crashes, house calls. Some days it is very busy, and it keeps law enforcement busy with calls. Response time for EMS response time is about 15-20 minutes; two personal injury crash events on July 31, 2021, Asst Chief Lawrence reported that Nowthen Fire beat the ambulance to the calls. 3 ambulances responded to the crash involving 3 individuals – 2 were transported by Elk River EMS Ambulance to Mercy Hospital; Allina Ambulance initially used, but then empty after the most critical patient was airlifted to HCMC by Life Link. Fire calls are also responded to by sheriff department, depending on the potential of involving personal injury, to help firemen concentrate on fighting the fires. Working on rescheduling work session with Sheriff James Stuart.

4. **7:25 PM: Fire Department**

a) RCA-Firefighter COVID-19 Reimbursement

Asst Chief Joe Lawrence presented the RCA for reimbursing a Firefighter, considered an essential worker by State of MN, so it is automatically treated as if the individual contracted it on the job, regardless. Estimated \$150-200 in back pay, as the individual was out longer due to complications from COVID, and less than \$300 in medical bills to be reimbursed. Funding would be from payroll budget. Future occurrences would be treated on a case-by-case basis. First in Injury Report is submitted to LMC. Not sure if it is an OSHA situation, but it will not be requested as Workers Compensation. Dealing with it through payroll. Total amount not to exceed \$500, which will include back pay and medical compensation.

MOTION BY RAINVILLE TO APPROVE RCA TO REIMBURSE FIRE FIGHTER COVID REIMBURSEMENT NOT TO EXCEED \$500; 2nd by GREENBERG.

Rainville asked if the expense would be reimbursable through American Rescue Act. Lawrence responded potentially, but it is more for infrastructure; **RAINVILLE AMENDED MOTION TO TRACT THIS FOR POTENTIAL REIMBURSEMENT THROUGH AMERICAN RESCUE ACT; GREENBERG AGREED. ALL IN FAVOR. MOTION CARRIED.**

5. **7:35 PM: Financials**

a) Resolution 2021 This will not -26 Pre-Sale Report for City of Nowthen, General Obligation Bonds, Series 2021A, presented by Bruce Kimmel of Ehlers Public Finance Advisors

Bruce Kimmel was not able to be present, so he was called via speaker phone to address the Council and to answer questions. Kimmel presented an overview of the financing plan for the 2021 Bond Issue. This is not a legally binding Resolution and can still be amended. September 14, 2021, is the date of the bond sale, and a Resolution will be then be considered that will obligate the city to close on the financing. He reviewed the Pre-Sale Report so all council members could ask questions and be prepared for the September 14th Bond presentation.

Five purposes for the proposed Bond:

- Krypton St Improvements (2020)
- 189th Lane Improvements (2020)
- Ebony St Improvements (2021)
- Rogers Lake Improvements (2021)
- Equipment Certificates to fund Fire Equipment and other City Equipment

Much more efficient to bundle several project purposes together as to makes a larger, more attractive bond sale, attracting more bidders in the bond market. Different portions have different amounts of time. Overall term of the bond is approximately 10 years & 4 months. The full bond will mature in 2032. First Interest payments will be due in August, 2022, and Principal payments due in February, 2023 through 2032. February 2023 payment will be funded by 2022 budget. Refinancing available in February 1, 2028. Early payoff also available at that time. Interest rates locked. Nowthen has a

stellar rating of AA+ with Standard & Poors. Kimmel does not see any issues with S&P affirming that rating for Nowthen again. Government Finance Officers Association (GFOA) and investors will be eager to snap up these bonds through a competitive sale. Ehlers is dialed in with the amount of money needed for these projects, and has been in discussions with Clerk Streich, Consultant Yager & Engineer Nelson regarding upcoming projects and equipment needs.

Discussed arbitrage and overage of funds available because residents prepay assessments, which would be resolved by reducing the tax levy to balance things out over 1-3 years, as all residents are subsidizing the road projects. No refunding opportunities. If project actual costs come in less than the estimates, then Ehlers would work with City Staff and the upcoming levies would be adjusted to the benefit of all residents in the city. If the actual cost is significantly less (thousands), then Ehlers should be informed and would adjust the amount of the bond before the bond sale occurs. Arbitrage earnings are basically holding onto the proceeds from the bond issue, and having more on the investing of those proceeds than is actually being paid on the bond issue. City needs to be aware and would need to write a check to the IRS for any excess earnings. Ehlers will keep track of this, but doesn't think it will happen here. May need to make adjustments for early payments or prepaid assessments. Bonds are tax exempt to investors.

Resolution is giving Ehlers the green light to move forward and work with City Staff to get the Bond; Official Bond statement will be presented September 14, 2021 to Council.

Equipment Certificate is the amount of net proceeds that the City would be able to use for the current and future year purchases of equipment. Ten years is a relatively short bond issue. Inflated the estimated rates by 25 basis points. Debt service schedule for each project detailed. Real numbers will be available on September 14, but the numbers presented are for planning purposes. 6% Interest rate totals were shown for each project. MN Law requires the levy to be 105% of the debt service, to cover delinquent fees. Nowthen delinquent fee is very low. Can avoid the 105% by showing other funds are available. Required to show the 105%, but it is more of a formality and may not be required. Alders asked regarding the total debt service for 2022 debt levy including the 105%. The individual improvement sheets do make an assumption on the prepaid assessments. Residents have until November 15th to prepay, and bonds are sold in September. Imperfect science. If information comes in regarding prepayment, the size of the Bond can be adjusted even on the date of the sale.

Nowthen has had very good financial management, so is in very good shape. This Bond issue will do very well in the bond market. Very little activity at this time, which is good for Nowthen. Bond/Buyer index is good. Nowthen is well positioned to fund these projects and equipment purchases. Taxpayers are contributing 50% of the debt service for each project. Additional tax burden per household in 2022 will be approximately \$167/per year.

MOTION BY ALDERS TO APPROVE RESOLUTION 2021-26 AUTHORIZING EHLERS TO WORK WITH STAFF TO MOVE FORWARD THE \$2,830,000 BONDING PROCESS; 2ND BY BLAKE. ALL IN FAVOR. MOTION CARRIED.

6. **8:22 PM: Engineering**
 - a) RCA – Letter of Credit Reduction – Breyen's Bend – moved to Consent Agenda
 - b) Roger's Lake Area Road Improvement Update – moved to Consent Agenda
 - c) Ebony & Garnet Road Improvement Update

Email from Engineer Nelson included in packet which outlines concerns with Molnau Trucking. A Notice of Default was issued to Molnau Trucking with a request to respond to the issues by August 6, 2021. Registered letter was not deliverable because of dogs on property. As it is unclear whether or not they received the letter, the Molnau Trucking Registered letter was re-sent, and they were also sent an email copy. Council reviewed Engineer Nelson's summary regarding the lack of response from Molnau Trucking. Today, August 10, 2021, Attorney Ruppe spoke with Anna Molnau about Ebony & Garnet. Ms. Molnau said she sent the original payment for performance bonds on July 29, 2021, and is not sure why it wasn't received. She ordered duplicate original bonds and will contact West Bend Mutual Insurance Company the bond agent regarding the status update on when new bonds will be available. She also had Hakanson Anderson Associates (HAA) added as an additional insured on the certificate of insurance, which was confirmed by Engineer Nelson this afternoon, August 10, 2021. Ms. Molnau said they were preparing a preliminary schedule in a meeting with Nick Molnau, August 10, 2021, which will be emailed to Engineer Nelson when completed. A pre-construction conference would also be arranged. Attorney Ruppe informed Ms. Molnau that if these items were not completed to Engineer Nelson's satisfaction by the end of the day, August 10, 2021, he would expect the City Council to authorize Attorney Bob Ruppe to send a letter notifying the company's surety, West Bend Mutual Insurance, that the city is requesting a

conference as the first step to declaring her company in default, which would adversely affect Molnau Trucking's future requests for bonds. Ms Molnau assured Attorney Ruppe that she would work to resolve these issues. As of the start of the City Council meeting tonight, the documents had not been received yet, but could be pending.

Attorney Ruppe is requesting that his email be entered into the record. He intended to get it out to the Council before the meeting, but Molnau was finally responding, so it was delayed. He is also asking the Council to engage his services to aggressively pursue this to its end.

Mayor read aloud the Registered letter that Attorney Ruppe drafted, attached at the end of these minutes.

Council discussed taking steps to potentially terminate contract with Molnau Trucking. Substantial completion date is September 3, 2021, and basic meetings have not taken place to date.

Rainville recommended to direct Attorney to take whatever steps to cancel this contract as they have not fulfilled their obligations and have had sufficient time to do so, and the City would move forward with the next lowest bidder. Nelson said they have 10 days to respond to the letter, and then the City can proceed with the default. Nelson also said that should they default, he recommends going to the next lowest bidder. The Attorney's opinion is that the City would need to re-bid which would mean the project would not get done this year. The bond is good for 3 years, so the project could be delayed until next year and still use the bonded funds. Nelson did all of the investigation and reference checks to verify the contractor. States preference would be to go to the next lowest bidder. North Valley was 2nd lowest bidder in both Ebony project and the Rogers Lake project. State law requires a city to take the lowest bidder.

MOTION BY GREENBERG TO AUTHORIZE ATTORNEY RUPPE TO MOVE FORWARD WITH THIS LETTER TO MOLNAU AND WESTBEND GIVING THEM 10 DAYS TO RESPOND, TO DETERMINE IF MOLNAU IS IN DEFAULT, AND TO LET COUNCIL KNOW THE NEXT STEPS NEEDED; 2ND BY RAINVILLE. ALL IN FAVOR. MOTION CARRIED.

7. **8:40 PM: Planning & Zoning**

a) Thompson Interim Use Permit – Jump City Inflatables, 8766 Norris Lk Rd.

Planner Stockman explained that Thompson is constructing a 54X99 pole building to house inflatables and jump houses; off-site rental of bounce houses, castles and water slides, with no onsite events. Some outside storage in designated areas. Applicant needs to sign and approve the Findings & Conditions (learned in Planning & Zoning training; incorporate immediately). Need to include in the motion that Planner Stockman will work with Attorney Ruppe to develop legal format

Discussed cost-effective way to enforce a time frame for zoning applications approved; inspection every 5 years.

MOTION BY RAINVILLE TO APPROVE THE IUP FOR JUMP CITY INFLATABLES AT 8766 NORRIS LK RD AS AMENDED AND AUTHORIZE PLANNER STOCKMAN TO WORK WITH ATTORNEY RUPPE TO DEVELOP LEGAL FORMAT FOR APPLICANT SIGNATURE AND APPROVAL OF FINDINGS; 2ND BY BLAKE. Blake is concerned about all the trailers. The Planning & Zoning Commission approved more than the applicant requested. Reviewed Site plan and explained screening and plan. Applicant Thompson understood Blakes concern and will be installing privacy fencing and trees to hide all of the inflatables and trailers. Inflatables are cleaned Tuesdays & Thursdays, weather permitting. Once inflatables have been cleaned & sanitized, they will be stored inside. Intention is to put the trailers behind the fence and trees. Work will be done in the back and will not be visible from the road. He likes things nice and neat. Planning & Zoning suggested increasing the number of trailers to 5 to allow for growth and expansion in the future. **RAINVILLE AMENDED HER MOTION** by removing specific days for cleaning (Item 2); Change 4.c to remove the number of inflatables. Alders agreed that days should not be specified for cleaning, as the applicant's business could expand, and they may need more than 2 days for cleaning. Requirements don't need to be that specific. Recommended the wording to be "Inflatables are set up for cleaning days." **BLAKE APPROVED AMENDED MOTION. ALL IN FAVOR; MOTION CARRIED.**

b) 181st Avenue/Baugh Street Rezoning – Work Session Scheduled

Planner Stockman reported that after the discussion at Planning & Zoning; Mr. Rademacher has requested a work session. Concept Plans typically only go to Planning & Zoning, which is the defined process and does not require a public hearing until the Preliminary Plat stage. Because a Rezoning Application requires a 4/5 vote of the Council, it is important for both parties to know if they have support before they invest the funds into it. If Council chooses, it can schedule a work session, and direct staff to share with surrounding neighbors to discuss his plan.

Planning & Zoning packet stated that this proposal differs quite a bit from the previous proposal. Ten (10) acres is currently being requested for rezoning instead of the previous proposal of 41 acres. The current proposal also includes the adjacent 100 acres for residential development. Mr. Rademacher is going to move forward either way with the residential section of this concept. Rezoning Application can only be done once per year. Mr. Rademacher is in the process of purchasing the land from Mr. Roessler, so Mr. Roessler had to sign the application as the current owner of the property. Residents have not heard what Rademacher is willing to do in the area. He is very straightforward and wants to communicate openly. Rademacher is in the Concept Plan stage, the intent is to talk about the Concept to provide the developer some sense of what the Council is thinking before moving forward. Stockman said that the residents have not heard what Rademacher is planning to do, and thinks this idea is a fair way to inform the neighbors.

Greenberg clarified for the record that this rezoning idea was proposed by Mr. Rademacher and not the City Council. He thinks rezoning should not be considered by the Council; just leave it as it is and follow the 2040 Comp Plan. Greenberg is willing to discuss the platting of residential lots and the park. Alders said that this is the proposal, and a 4/5 vote can change the Comprehensive Plan to allow a 10-acre commercial lot on the corner. The Council needs to discuss it to see if there is value in the development. Rademacher would like to split the development into residential and commercial.

Discussion about transparency. Concept plans don't require a public hearing; application from 4 years ago brought a large crowd to the public hearing; Roessler still owns the land that Rademacher is purchasing; unknowns get people concerned. Stockman restated that this application is still in the Concept Plan stage. Nothing has progressed or been withdrawn. The Concept Plan stage is advisory only – the City has not agreed to one single thing. Pilon alluded to the other requirements in the preliminary plat stage. Stockman reiterated that the intent of this request is to talk about this Concept Plan so the applicant can walk away with some indication of acceptance or not. Pilon said that the Planning & Zoning packet did not address the specifics of the Comp Plan or the Ordinance that would need to be changed, and said those things never came up for discussion at that meeting. Stockman disagreed, saying they were actually in her presentation. Stockman asked Attorney Ruppe point blank about spot zoning, which is rezoning one property instead of a group of a properties for the benefit of a single owner. Other factors are required to be considered: characteristics of the property, location of the property on arterial street and a collector road; and the degree of traffic at the corner. The decibel level is insignificant information. There is no legal basis to not allow this. Neither City Ordinance nor State Statute require a public hearing for Concept Plan. Pilon said even though it isn't required by law it seemed reasonable notify residents about the Concept Plan being presented. Stockman asked what Pilon might have suggested. If staff had gone ahead and gone "outside the box" in the established process for Concept Plan review and had done something that wasn't verbatim according to the City Code and Ordinance that the City Council has established, staff would've been reprimanded. Pilon responded that proactive communication is needed, and knowing the sensitivity of this parcel, suggested a number of options. Discussed packets being uploaded but not sorted to the top of the list on the website.

Blake asked for clarification regarding what is being asked of staff. Is Stockman supposed to come to the City Council before Planning & Zoning to get input before moving forward? Pilon said, in this case, it would have been worth meeting with the Council. Blake said she did not agree with that. Regardless of the situation, if there is protocol in place, the City should stay with the protocol for every situation. Applicants should be treated in the same way and have the same process, as it is a matter of equality regardless of past experiences. She said the mayor is requesting to change protocol in this specific situation just because of something that happened regarding a property 4 years ago. No one has done anything "on the sly." Everything is being done exactly how it should be done, and nothing has been decided regarding it yet. The applicant is still in the stage of sharing information with the Council, and the decision can be made later. The applicant has every right to share his thoughts. Stockman stated that part of the intent of the Concept Plan is for it to be reviewed by staff so things can be weeded out. Council should not skirt the important role of the Planning & Zoning Commission in the process, as they did an admirable job reviewing this and wanted to discuss it with Council before moving it along. We are still in the Concept Stage, and the residents could be involved. The plan can be shown and discussed openly. That is the initial reason for the RCA, and in her initial presentation, Stockman stated that Council can invite residents to the Open Meeting for input.

Greenberg stated that he believes the residents in that area do not want to consider spot rezoning to Commercial, so if the Council wants to talk about the development planning, park, trails, etc. he's for that, and residents can weigh in on that. He suggested removing the rezoning part of the application and just limiting the discussion to the residential development. Rainville said she didn't think that the Council can stipulate what an applicant presents to the Council. Applicants bring requests to the Council, and the Council is obligated to have a conversation on that request. Stockman clarified that the Council is not obligated at all to even necessarily discuss the Concept Plan. However, if Council wants to be part of the advisory role in guiding this development, it can choose to do that. There is no formal decision on a Concept

Plan. As a courtesy, before the representative of the property invests a great deal of money into development, Council allowing resident input would be a benefit to all.

Stockman recommended holding a "Neighborhood Meeting and/or Open House" and allow Rademacher to present his concept to the neighbors, City Council and Planning & Zoning Commission. This would allow input from everyone involved and concerns can be expressed. Applicant can answer questions at that time. Meeting will be recorded to have comments on the record. City will cover the cost of the letters, publication and Planner Stockman's time to prepare this meeting. A letter would be sent to residents to invite them, the meeting would be published in the newspaper, and 2 blue Land Use signs will be put up. Discussed times and dates. Mr. Rademacher asked if the Planning & Zoning Commission was going to be present at this Open House, and he was assured that they would all be invited. Connelly agreed that the letters and Open House would hopefully diminish the potential of the rumor mill distorting the facts.

MOTION BY RAINVILLE TO HOLD AN "OPEN HOUSE" ON AUGUST 23, 2021, 6:00-8:00 PM, AND ALLOW RADEMACHER TO PRESENT HIS ENTIRE CONCEPT PLAN FOR THE CORNER OF 181ST AND BAUGH, TO ALLOW RESIDENT INPUT FOR AN ALLOTTED TIME AND ALLOW RADEMACHER TO ANSWER ANY QUESTIONS; 2ND BY BLAKE. CITY COUNCIL HAS AGREED TO COVER COST FOR PUBLICATION, LETTERS, AND STAFF TIME TO PREPARE FOR THIS MEETING. 2 LAND USE SIGNS WILL BE DISPLAYED, ONE ON 181ST, AND ONE ON BAUGH. ALL IN FAVOR. MOTION CARRIED.

- c) Ordinance 2021-04: Accessory Building Clarifications

Planner Stockman put her comments regarding the issues in blue on the draft. The existing language in 11-4-2 is old language, harkening back to Township days.

MOTION BY PILON TO TABLE THIS ITEM. Directed Planner Stockman to clarify the issues. **ALL IN FAVOR. MOTION CARRIED.**

- d) Ordinance 2021-05 Interim Ordinance Placing a Temporary Moratorium on All New Commercial & Industrial Developments with the C-1 and I-1 Zoning Districts in the City

Planner Stockman reminded the Council of the recommendation to include a separation of the moratorium issues that were discussed. Discussed establishing a district. Alders asked if Rademacher's Concept would be subject to the moratorium. Page 2, Section 4 Hardship, a waiver would address that. Any uses cannot be prohibited as long as they meet the zoning uses, but Ordinance wording can be stringent and limiting regarding defined spacing. The Council can define spacing, but it cannot have an Ordinance prohibiting businesses within the Industrial zone permanently.

MOTION BY RAINVILLE TO ADOPT ORDINANCE 2021-05 AS AMENDED; 2ND BY BLAKE. ALL IN FAVOR. MOTION CARRIED.

- e) Process Diagram and Checklists

MOTION BY PILON TO TABLE THE DEVELOPMENT REVIEW PROCESS AND MATRIX; ALL IN FAVOR. MOTION CARRIED.

- f) VOA Memo

August 9, 2021, meeting is not on the calendar because Pilon canceled it, due to the fact that the purpose of the meeting was not defined and other principal parties were not included. The purpose of the Planner's memo is to move this forward and get things moving, as discussed at the last meeting. Doing nothing is not going to help. The DHS & VOA have still not settled their differences, and things are not getting better. DHS has cited Bar None, and VOA has contested that citation. Pilon's opinion is that the City needs to wait for the DHS & VOA to resolve their issues, and the institutions sending individuals to Bar None need to be informed and involved. Until that is done, the City can't do anything, in his opinion. Rainville agreed saying that she is not interested in moving forward with anything until the Council understands what is there now.

Stockman reminded the Council of her recommendation last month, that the City would be the one to try to coordinate the meeting so everyone is on the same page, and nothing gets lost in the cracks. It is a big task, but VOA could come to the

City tomorrow with an application, and then the Council would need to rush around to get things together. She advised trying to meet with some of the principal parties and figure this out. Someone needs to be in charge, and currently no one is taking the lead. It is not going away, and doing nothing is not going to help. Pilon said that everything that has been done with VOA over the years is like nailing jello to the wall. Stockman proposed that she call VOA attorney to get his point of view, and contact DHS and learn what they are thinking as well, in an effort to find out where things stand now.

Greenberg requested permission to speak pointedly. He stated that the City is not prepared to respond to any potential VOA application. The City needs to develop specific requirements for Bar None stating what the City would expect, regardless of where DHS and VOA are currently. He recommended that the City require Bar None to be a lockdown if the school were to be approved, and use the Anoka County Sheriff Dept and DHS as allies in developing the requirements. Getting VOA and DHS together for a meeting is just having another unproductive meeting, because they are master wordsmiths. The City just needs to be covered on its end to make sure requirements in this situation are addressing the issues and concerns of residents, with Attorney Ruppe's help.

Attorney's opinion is that right now, VOA is in violation because they expanded the program without the notifying the City and updating their CUP or IUP. Stockman asked if the Council is interested in revoking the existing CUP. Suggested engaging Attorney Ruppe to investigate what can be done to shut down the operation.

MOTION BY PILON TO ENGAGE ATTORNEY RUPPE TO FORMALLY INFORM VOLUNTEERS OF AMERICA THAT THE CITY OF NOWTHEN HAS GROUNDS TO SHUT DOWN THE OPERATION DUE TO VIOLATIONS OF CUP REQUIREMENTS; 2ND BY RAINVILLE.

Council needs to move forward boldly, or this issue will never be addressed. Greenberg requested addressing his comments about establishing requirements in the case that an application would be submitted also. Stockman suggested that to begin, Ruppe will need an outline and the historic violations that have been documented. Pilon requested Council approval to work with Ruppe on this.

AMENDED TO INCLUDE PLANNER STOCKMAN SENDING ATTORNEY RUPPE THE INFORMATION, AND AUTHORIZING PILON TO WORK WITH THE ATTORNEY ON THIS. ALL IN FAVOR. MOTION CARRIED.

8. **9:45 PM: For the Good of the Council**
a) Closed Meeting Memo

Pilon investigated the policy of closed meetings and possible violation of the Open Meeting Law. Council is acknowledging the inadvertent closing of the meeting, quoting MN Statute. The video of the meeting will be posted on the website as soon as possible.

b) RCA Policy & Procedures for Notification of Land Use Applications

Rainville asked Council to read through the RCA. Agreed to table it until the September Agenda. Planner Stockman researched and could not locate the original RCA. Rainville will provide the minutes and RCA.

c) RCA Hot-Patch road repair – Roger's Lake Area

Pilon reported that residents are requesting that potholes get patched on Waco, Ventre, Erkiem, Uranium, in the Fordbrook Estates 2nd Addition and Koala Hills areas. Cost unknown. Roads leading into Rogers Lake area from the south are full of potholes but will not be resurfaced until Ramsey does their roads in that area. Funding to pay for these projects coming from Road Maintenance Budget

MOTION BY PILON TO HAVE STAFF PATCH THESE AREAS; 2ND BY ALDERS. ALL IN FAVOR. MOTION CARRIED.

d) Set a date for Communication Meeting

Blake said Council has talked often about the need to set a date for this meeting, but she does not want this tabled and forgotten. Clerk Streich needs to have input on this.

MOTION BY BLAKE TO TABLE UNTIL THE SEPTEMBER MEETING; ALL IN FAVOR. MOTION CARRIED.

Discussion Items:

- Information on upcoming County & State Road projects
- Discuss interest in getting new city maps for City Hall, Fire Station, City Office- Requested Planner Stockman check on those costs.
- Discuss possible ordinance requiring developers to provide inground conduit for internet service when installing utilities to all new developments in the city; adds about 40% to do it after the development is done. Contacts regarding internet: Arvig, Comcast, MN DEED, and Century Link; Arvig contact on website and in Newsletter.
- Discussed Newsletter Draft. Blake voiced concerns that the Newsletter would not get to residents in time for the Recycling Day because of all the Council revisions requested. Pilon asked regarding the status of the Newsletter. Deputy Clerk Lendt responded that Clerk Streich's email said that it will have to wait until she returns from her vacation, as some of the requests were regarding her submissions. Blake asked what that meant cost-wise. Lendt said that it depends on what is actually decided. Vendor agreed to allow the City to pay the "grandfathered" price of \$500, instead of the current rate. Council established the new fee schedule with specific rates and sizes of ads for those interested in advertising in the newsletters. Advertisers design their own ads, staff does not manipulate them, and they pay for the specific amount of "real estate" they want to cover in the newsletter. Articles are therefore spaced around those ads to design an appealing presentation, at the vendor's discretion. To change the design to a 16-page spread, allowing the font of articles to be larger, the cost of the Newsletter will double. The reason for the Fee Schedule and the advertisements is to help cover the costs. Pilon suggested that articles go on one side and ads on the other and that Council determine the purpose of the Newsletter and how much will be spent; should be part of the budget discussion. Blake expressed concern that addressing Pilon's suggestions for Council input and budget discussion would push the Newsletter into October and again asked if this Newsletter was going to go out in September or will it have to wait until October so the Council can decide if it can go to a 16-page newsletter for this issue. Pilon said he is not proposing to have the discussion for this issue, and that since Clerk Streich will be returning next week, the newsletter would be delayed one week. Streich will need to know if Council wants to change to 16 pages or leave as is. Rainville said she doesn't even want her name in the newsletter if the font is too small to be readable. Blake suggested that it be changed to 16 pages and asked if the money was available to pay the extra \$500. Rainville said it was. Alders summarized direction to staff to make the newsletter 16 pages, make the font larger, and put the snowplow diagram on a full or half-page with the other snowplowing information. Priority on larger font for articles. Reiterated the request to have both commercial and residential tax info presented. Alders stated that the council feedback regarding the newsletter is great, but some of the comments need to go. Staff does not need to hear them. Pilon said, Understood. Blake said to keep it professional. Rainville replied to Alders that at 11:30 at night when she was trying to review..., but Alders stopped her saying that staff does not need it. Council is done.

MOTION BY RAINVILLE TO CHANGE TO 16 PAGE NEWSLETTER, WILL PAY EXTRA \$500 FOR DESIGNER; 2ND BY ALDERS. ALL IN FAVOR. MOTION CARRIED.

Stockman gave the Council an FYI that the Building permit for the CST Project on St Francis Blvd will be issued.

MOTION BY RAINVILLE TO ADJOURN, ALL IN FAVOR. MOTION CARRIED. MEETING ADJOURNED AT 10:53 PM.

Respectfully Submitted by:

Lori Streich, City Clerk/Treasurer

Jeff Pilon, Mayor

CITY OF NOWTHEN TREASURER'S REPORT

August 31, 2021

CASH:

Submitted By: Lori Streich

DATE	LOCATION	ACCT. TYPE	Interest Earned	BALANCE
8/31/2021	Pine River State Bank	Checking Acct.	\$17.76	\$117,914.47
8/31/2021	Nowthen Economic Development Fund	PRSB Checking	NA	\$ 2,489.02
8/31/2021	PMA Financial Network	CD's	\$98.65	\$1,629,900.00
8/31/2021	4M, 4MP & GO Funds	Money Market Fund	\$13.98	\$814,972.81
				\$ 2,565,276.30
YTD Outstanding Chks as of 08/31/2021				\$ 6,389.25
			Adjusted Bank Total	\$ 2,558,887.05
			Unreconciled	\$ 109.77
08/31/2021 SCHEDULE 1 Ending Balance:				\$ 2,558,777.28

CITY OF NOWTHEN
***Cash Balances**

09/07/21 9:56 AM

Page 1

Current Period August 2021

Fund	2021 Begin Balance	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance	
				Rec/Disb	Journal Entries			
10100 Checking								
100 General Fund	\$661,050.57	\$1,204,020.71	\$1,018,165.46	\$0.00	\$17,371.54	(\$139,183.92)	\$725,093.44	In Bal
205 Farmers Market	\$0.00	\$0.00	\$1,270.00	\$0.00	\$0.00	\$0.00	(\$1,270.00)	In Bal
210 CARES Act Fund	\$85,265.54	\$450,839.25	\$277,395.00	\$0.00	(\$17,371.54)	\$0.00	\$241,338.25	In Bal
222 Economic Develop	\$2,489.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,489.02	In Bal
305 Basalt St Debt Serv	\$1,066.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,066.39	In Bal
306 Grader Debt Servic	\$2,941.89	\$15,376.63	\$868.00	\$0.00	\$0.00	\$0.00	\$17,450.52	In Bal
311 2012A Refunding B	\$99,008.70	\$41,792.59	\$83,275.00	\$0.00	\$0.00	\$0.00	\$57,526.29	In Bal
312 Fire Engine Debt S	\$23,899.24	\$12,128.68	\$21,215.00	\$0.00	\$0.00	\$0.00	\$14,812.92	In Bal
313 2021A GO Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
315 2019A Improvemen	\$393,303.88	\$40,275.25	\$133,925.00	\$0.00	\$0.00	\$0.00	\$299,654.13	In Bal
320 2021A GO Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
404 Park Capital & Dev	\$218,434.75	\$37,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$255,934.75	In Bal
406 Road & Bridge Equi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
407 Fire Equipment Fun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
408 Turn Out Gear Fun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
409 Burns Town Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
410 Building Capital Imp	\$168,921.76	\$9,345.84	\$3,089.80	\$0.00	\$0.00	\$0.00	\$175,177.80	In Bal
414 Street Renewal Imp	\$1,311,840.79	\$39,074.52	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350,915.31	In Bal
415 Pinnaker Lk Road P	(\$24,218.23)	\$2,510.04	\$0.00	\$0.00	\$0.00	\$0.00	(\$21,708.19)	In Bal
416 2019 Road Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
417 2020 Road Improve	(\$616,408.54)	\$5,759.21	\$279,840.77	\$0.00	\$0.00	\$0.00	(\$890,490.10)	In Bal
420 Tree Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	In Bal
603 Recycling Center	\$27,618.05	\$21,645.12	\$11,645.00	\$0.00	\$0.00	(\$12,584.40)	\$25,033.77	In Bal
701 Equipment Replace	\$257,107.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$257,107.22	In Bal
802 Minestone Ponds	\$839.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$839.99	In Bal
803 Quiet Meadows	\$3,865.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,865.04	In Bal
804 Barr Engineering C	\$1,440.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.73	In Bal
805 ROW Security Dep	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	In Bal
806 Breyens Bend	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	In Bal
	\$2,660,966.79	\$1,880,267.84	\$1,830,689.03	\$0.00	\$0.00	(\$151,768.32)	\$2,558,777.28	

Activity Summary (35442-101) General

8/1/2021 - 8/31/2021

Investment Pool Summary	4M	4MP
Beginning Balance	\$322,997.78	\$86,763.40
Dividends	\$2.76	\$11.22
Purchases	\$434,098.65	\$1,000,000.00
Redemptions	(\$748,900.00)	(\$280,000.00)
Ending Balance	\$8,199.19	\$806,774.62
Average Monthly Rate	0.010%	0.030%
Share Price	\$1.000	\$1.000
Total	\$8,199.19	\$806,774.62
Total Fixed Income		\$1,629,900.00
Account Total		\$2,444,873.81

Your PMA Representative
 Laura Hamacher
 (612) 509-2563
 lhamacher@pmanetwork.com

City of Nowthen
 Lori Streich
 8188 199th Avenue NW
 Nowthen, MN 55330



PMA™

PMA Financial Network
 2135 CityGate Lane, 7th Floor
 Naperville, IL 60563

Transaction Activity (35442-101) General

4M 8/1/2021 - 8/31/2021

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
1839360	08/10/2021	08/10/2021	Fund Purchase from FRI Maturity, CD-286661-1 LANDMARK COMMUNITY BANK, TN	\$0.00	\$154,000.00	\$1.000	154,000.000
1839365	08/10/2021	08/10/2021	Fund Purchase from FRI Interest, CD-286661-1 LANDMARK COMMUNITY BANK, TN	\$0.00	\$98.65	\$1.000	98.650
10105892	08/25/2021	08/25/2021	Transfer Purchase	\$0.00	\$280,000.00	\$1.000	280,000.000
10105893	08/25/2021	08/25/2021	Phone FRI Redemption	(\$748,900.00)	\$0.00	\$1.000	(748,900.000)
10108296	08/31/2021	08/31/2021	Dividend Reinvest	\$0.00	\$2.76	\$1.000	2.760
				(\$748,900.00)	\$434,101.41		(314,798.590)

Beginning Balance: \$322,997.78 | Ending Balance: \$8,199.19

Transaction Activity (35442-101) General

4MP 8/1/2021 - 8/31/2021

Transaction	Trade Date	Settle Date	Description	Redemption	Purchase	Share Price	Shares this Transaction
10104795	08/19/2021	08/19/2021	Phone ACH Purchase	\$0.00	\$1,000,000.00	\$1.000	1,000,000.000
10105892	08/25/2021	08/25/2021	Transfer Redemption	(\$280,000.00)	\$0.00	\$1.000	(280,000.000)
10108329	08/31/2021	08/31/2021	Dividend Reinvest	\$0.00	\$11.22	\$1.000	11.220
				(\$280,000.00)	\$1,000,011.22		720,011.220

Beginning Balance: \$86,763.40 | Ending Balance: \$806,774.62

Fixed Income Investments

Purchases 8/1/2021 - 8/31/2021

Type	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	Face/Par
CD	CD-291235-1	08/25/2021	08/25/2021	10/11/2022	CD-291235-1 GREENSTATE CREDIT UNION, IA	\$249,500.00	0.170%	\$249,978.77
CD	CD-291236-1	08/25/2021	08/25/2021	07/12/2022	CD-291236-1 SERVISFIRST BANK, FL	\$249,700.00	0.110%	\$249,941.58
CD	CD-291237-1	08/25/2021	08/25/2021	04/12/2022	CD-291237-1 PREFERRED BANK, NY	\$249,700.00	0.102%	\$249,860.78
						\$748,900.00		\$749,781.13

Fixed Income Investments

Maturities 8/1/2021 - 8/31/2021

Type	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	Face/Par
CD	CD-286661-1	08/10/2021	11/30/2020	08/10/2021	CD-286661-1 LANDMARK COMMUNITY BANK, TN	\$154,000.00	0.092%	\$154,098.65
						\$154,000.00		\$154,098.65

Fixed Income Investments

Interest 8/1/2021 - 8/31/2021

Type	Holding Id	Trade date	Description	Interest
CD	CD-286661-1	08/10/2021	CD-286661-1 LANDMARK COMMUNITY BANK, TN	\$98.65
				\$98.65

Current Portfolio

8/31/2021

Type	Code	Holding Id	Trade Date	Settle Date	Maturity Date	Description	Cost	Rate	NAV	Face/Par	Market Value
4M				08/31/2021		4M Account Balance	\$8,199.19	0.010%	\$1.000	\$8,199.19	\$8,199.19
4MP				08/31/2021		4MP Account Balance	\$806,774.62	0.030%	\$1.000	\$806,774.62	\$806,774.62
CD	N	285379-1	09/11/2020	09/11/2020	09/14/2021	285379-1 FIELDPOINT PRIVATE BANK & TRUST, CT	\$150,000.00	0.150%		\$150,226.85	\$150,000.00
CD	N	286660-1	11/30/2020	11/30/2020	10/12/2021	286660-1 THIRD COAST BANK, SSB, TX	\$246,000.00	0.204%		\$246,434.35	\$246,000.00
CD	N	286744-1	12/07/2020	12/07/2020	01/11/2022	286744-1 FINANCIAL FEDERAL BANK, TN	\$240,000.00	0.150%		\$240,394.52	\$240,000.00
CD	N	291237-1	08/25/2021	08/25/2021	04/12/2022	291237-1 PREFERRED BANK, NY	\$249,700.00	0.102%		\$249,860.78	\$249,700.00
CD	N	289561-1	04/30/2021	04/30/2021	05/02/2022	289561-1 WESTERN ALLIANCE BANK / TORREY PINES BANK, CA	\$245,000.00	0.204%		\$245,502.54	\$245,000.00
CD	N	291236-1	08/25/2021	08/25/2021	07/12/2022	291236-1 SERVISFIRST BANK, FL	\$249,700.00	0.110%		\$249,941.58	\$249,700.00
CD	N	291235-1	08/25/2021	08/25/2021	10/11/2022	291235-1 GREENSTATE CREDIT UNION, IA	\$249,500.00	0.170%		\$249,978.77	\$249,500.00
							\$2,444,873.81			\$2,447,313.20	\$2,444,873.81

Time and Dollar Weighted Average Portfolio Yield: 0.150%

Weighted Average Portfolio Maturity: 208.61 Days

Note: Weighted Yield & Weighted Average Portfolio Maturity are calculated using "Market Value" and are only based on the fixed rate investments (excluding SDA investments).

Portfolio Summary

Type	Allocation (%)	Allocation (\$)	Description
4M	0.335%	\$8,199.19	4M Account
4MP	32.999%	\$806,774.62	4MP Account
CD	66.666%	\$1,629,900.00	Certificate of Deposit

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Cost is comprised of the total amount you paid for the investment including any fees and commissions.

Rate is the average monthly rate for liquid investments or the rate on the last business day of the month for SDA investments or the yield to maturity or yield to worst for fixed investments.

Face/Par is the amount received at maturity.

Market Value reflects the market value as reported by an independent third-party pricing service. Certificates of Deposit and other assets for which market pricing is not readily available from a third-party pricing service are listed at "Cost".

Deposit Codes

N Single FEIN

4M MONTHLY STATEMENT DISCLAIMER

4M and 4M Plus Activity Summary

This section shows all of the activity in the 4M and 4M Plus shares. The Average Rate represents the average net interest rate over the previous month which is then annualized. Income Summary represents the interest earned for the Month and Fiscal Year to Date.

Information regarding the 4M Fund investment objectives, risks, charges and expenses can be found in the 4M Fund Information Statement, which can be obtained at www.4MFund.com or by calling PMA at the phone number listed.

An investment in 4M and 4M Plus is not insured or guaranteed by the FDIC or any other governmental agency. Although the 4M and 4M Plus seek to maintain a stable value of \$1.00 per share, it is possible to lose money by investing in the 4M and 4M Plus.

Securities and municipal advisory brokerage services (investments purchased with proceeds from a municipal securities issuance), and investments cleared through our clearing firm, Pershing LLC, are offered through PMA Securities, LLC, a broker-dealer and municipal advisor registered with the SEC and MSRB, and a member of FINRA and SIPC. All other products and brokerage services are generally provided by PMA Financial Network, LLC. Thus, certificates of deposit ("CD"), savings deposit accounts ("SDA") and commercial paper ("CP") may be executed through either PMA entity, as applicable, depending on whether the investment was purchased with proceeds derived from municipal securities. PMA Securities, LLC and PMA Financial Network, LLC are operated under common ownership and are affiliated with PMA Asset Management, LLC.

Fixed Rate Investment Activity

This section shows all of the fixed term investments purchased and sold, maturities, interest received, and activity. This will include all CD, SDA, CP, securities and money market funds purchased through PMA Financial Network, LLC or PMA Securities, LLC as applicable. It also shows the approximate market value of each security whose price is obtained from an independent source believed to be reliable. However, PMA cannot guarantee their accuracy. This data is provided for informational purposes only. Listed values should not be interpreted as an offer to buy or sell at a specific price. CD's and CP are listed at their original cost. Redemption of a CD prior to maturity may result in early withdrawal penalties. Market values are based on the last day of the month for which this report date range is ending. If the run date of this report is prior to the end of the current month, the market values are listed as equivalent to the cost values.

Money Market Fund

The Rate shown for the money market fund represents the average net interest rate over the previous month which is then annualized. Information regarding the money market fund's investment objectives, risks, charges and expenses can be found in the money market fund's prospectus, which can be obtained by calling PMA at the phone numbers listed. The performance data featured represents past performance, which is no guarantee of future results. Investment returns will fluctuate. Current performance may be higher or lower than the performance data quoted. Please call PMA for the most recent performance figures.

The performance data featured represents past performance, which is no guarantee of future results. Investment returns will fluctuate. Current performance may be higher or lower than the performance data quoted. Please call PMA for the most recent performance figures.

Additional Disclosures

All funds, and/or securities are located and safe kept in an account under the client's name at their custodial bank. Any certificates of deposit listed are located in the client's name at the respective bank. Any money market fund shares are held directly with the money market fund. It is recommended that any oral communications be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Debt Securities

Some debt securities are subject to redemption prior to maturity. In the event of a partial or whole call of a security, the securities call will be automatically selected on a random basis as is customary in the securities industry. The probability that your securities will be selected is proportional to the amount of your holdings relative to the total holdings. Redemption prior to maturity could affect the yield represented. Additional information is available upon request.

A financial statement of PMA Securities, LLC is available for inspection at its office or a copy will be mailed to you upon written request.

PLEASE ADVISE PMA AND OUR CLEARING FIRM, PERSHING LLC, IMMEDIATELY OF ANY INACCURACY OR DISCREPANCY ON YOUR STATEMENT. FOR A CHANGE OF ADDRESS OR QUESTIONS REGARDING YOUR ACCOUNT, PLEASE NOTIFY YOUR PMA REPRESENTATIVE. ANY ORAL COMMUNICATIONS SHOULD BE RE-CONFIRMED IN WRITING.

How to Contact PMA

Please call (630) 657-6400 or write to us at PMA, 2135 CityGate Lane, 7th Floor, Naperville, Illinois 60563.

How to Contact Pershing, LLC

Please call (201) 413-3330 or write to Pershing, LLC, One Pershing Plaza, Jersey City, New Jersey, 07399

In accordance with FINRA Rule 2267, PMA Securities, LLC is providing the following information in the event you wish to contact FINRA. You may call (301) 590-6500 or write to FINRA at 1735 K Street NW, Washington, D.C. 20006-1500. In addition to the public disclosure number (800) 289-9999, FINRA provides an investor brochure which describes their Public Disclosure Program. Additional information is also available at www.finra.org.

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Monthly Activity Summary

8/1/2021 - 8/31/2021

Class	Account	Beginning Balance	Contributions	Interest	Checks Paid	Other Withdrawals	Month End Balance
4M	35442 - 101 General	\$322,997.78	\$434,098.65	\$2.76	\$0.00	(\$748,900.00)	\$8,199.19
4MP	35442 - 101 General	\$86,763.40	\$1,000,000.00	\$11.22	\$0.00	(\$280,000.00)	\$806,774.62
		\$409,761.18	\$1,434,098.65	\$13.98	\$0.00	(\$1,028,900.00)	\$814,973.81

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Payments

Current Period: August 2021

Payments Batch Sept14AP-2021 \$287,720.57

Refer	2103342 A&B Welding & Construction Inc		-		
Cash Payment	E 100-43110-404	Repairs and Maintenance	A&B Job#21178		\$1,950.00
Invoice	44319	8/18/2021			
Transaction Date	8/24/2021	Checking	10100	Total	\$1,950.00
Refer	2103362 ANOKA COUNTY PROPERTY REC		-		
Cash Payment	E 100-41710-311	Recording Fees	Account #537		\$46.00
Invoice	21-53717	8/2/2021			
Cash Payment	E 100-41710-311	Recording Fees	Account #537		\$46.00
Invoice	21-53737	8/2/2021			
Cash Payment	E 100-41710-311	Recording Fees	Account #537		\$46.00
Invoice	21-53750	8/2/2021			
Cash Payment	E 100-41710-311	Recording Fees	Account #537		\$46.00
Invoice	21-53754	8/2/2021			
Cash Payment	E 100-41710-311	Recording Fees	Account #537		\$46.00
Invoice	21-55017	8/5/2021			
Cash Payment	E 100-41710-311	Recording Fees	Account #537		\$46.00
Invoice	21-55025	8/5/2021			
Transaction Date	9/7/2021	Checking	10100	Total	\$276.00
Refer	2103358 ANOKA COUNTY UNION HERALD		-		
Cash Payment	E 100-41710-433	Miscellaneous: Dues and	2 year subscription		\$61.95
Invoice					
Transaction Date	9/2/2021	Checking	10100	Total	\$61.95
Refer	2103322 Barthold, Inc.		-		
Cash Payment	E 603-43220-441	Hauling	Recycling Roll Off: July Services		\$330.00
Invoice	111400	8/6/2021			
Transaction Date	8/17/2021	Checking	10100	Total	\$330.00
Refer	2103314 Beaudry Oil & Services, Inc.		-		
Cash Payment	E 100-43110-212	Operating Supplies: Mot	Diesel Fuel		\$3,670.94
Invoice					
Transaction Date	8/17/2021	Checking	10100	Total	\$3,670.94
Refer	2103368 Cardmember Service		-		
Cash Payment	E 100-43121-224	Repair and Maintenance	Roads		\$125.11
Invoice					
Cash Payment	E 100-41710-322	Communications: Postag	Postage		\$117.99
Invoice					
Cash Payment	E 100-41420-201	Office Supplies: Accesso	Office Supplies		\$159.11
Invoice					
Cash Payment	E 100-42210-217	Computer, Office Equip	Fire Department		\$107.13
Invoice					
Cash Payment	E 100-41420-435	Training	Training		\$99.00
Invoice					
Cash Payment	E 100-43110-223	Repair and Maintenance	Public Works Supplies		\$7.52
Invoice					
Cash Payment	E 100-42210-240	Small Tools and Minor E	Fire Department		\$358.00
Invoice					
Transaction Date	9/7/2021	Checking	10100	Total	\$973.86
Refer	2103317 Central Hydraulics, Inc.		-		

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Payments

Current Period: August 2021

Cash Payment	E 100-43110-221 Repair and Maintenance	Order #00054436			\$519.50
Invoice	71495	8/10/2021			
Transaction Date	8/17/2021	Checking	10100	Total	\$519.50
Refer	2103341 <i>Century Link</i>				
Cash Payment	E 100-41710-321 Communications: Teleph	763-274-2312 639			\$615.47
Invoice		8/13/2021			
Transaction Date	8/24/2021	Checking	10100	Total	\$615.47
Refer	2103319 <i>Cintas Corporation</i>				
Cash Payment	E 100-43110-415 Rentals	Public Works Dept			\$29.38
Invoice	4092459174	8/10/2021			
Cash Payment	E 100-42210-415 Rentals	Fire Dept			\$34.67
Invoice	4092459129	8/10/2021			
Cash Payment	E 100-43110-415 Rentals	Public Works Dept			\$29.38
Invoice	4093096045	8/17/2021			
Cash Payment	E 100-43110-415 Rentals	Public Works Dept			\$29.38
Invoice	4093749961	8/24/2021			
Cash Payment	E 100-42210-415 Rentals	Fire Dept			\$34.67
Invoice	4093749970	8/24/2021			
Cash Payment	E 100-43110-415 Rentals	Public Works Dept			\$29.38
Invoice	4094420084	8/31/2021			
Cash Payment	E 100-43110-415 Rentals	Public Works Dept			\$33.13
Invoice	4095153331	9/8/2021			
Cash Payment	E 100-42210-415 Rentals	Fire Dept			\$34.67
Invoice	4095153301	9/8/2021			
Transaction Date	8/17/2021	Checking	10100	Total	\$254.66
Refer	2103344 <i>Connexus Energy</i>				
Cash Payment	E 603-43220-381 Utility Services: Electric	Acct 303167 Recycle Street Light			\$3.60
Invoice					
Cash Payment	E 100-42210-381 Utility Services: Electric	Acct 303167 Fire Street Light			\$3.60
Invoice					
Cash Payment	E 100-45210-381 Utility Services: Electric	Acct 178679 Twin Lakes			\$42.10
Invoice					
Cash Payment	E 100-42210-381 Utility Services: Electric	Acct 239560 Fire Hall			\$294.30
Invoice					
Cash Payment	E 100-41710-381 Utility Services: Electric	Acct 240364 Salt Barn			\$20.96
Invoice					
Cash Payment	E 603-43220-381 Utility Services: Electric	Acct 254434 Recycle Center			\$27.93
Invoice					
Cash Payment	E 100-41710-381 Utility Services: Electric	Acct 294586 Shop & Office			\$422.73
Invoice					
Cash Payment	E 100-42210-381 Utility Services: Electric	Acct 311409 Ice Rinks			\$14.50
Invoice					
Transaction Date	8/24/2021	Checking	10100	Total	\$829.72
Refer	2103354 <i>Couri & Ruppe, P.L.L.P.</i>				
Cash Payment	E 100-41610-316 Civil Attorney				\$3,336.25
Invoice					
Transaction Date	9/2/2021	Checking	10100	Total	\$3,336.25
Refer	2103363 <i>CUE THE DESIGN</i>				
Cash Payment	E 100-41710-354 Newsletter	2021 Fall Newsletter			\$1,000.00
Invoice	1085	9/7/2021			

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Payments

Current Period: August 2021

Transaction Date	9/7/2021	Checking	10100	Total	\$1,000.00
Refer	2103336 ECM Publishers, Inc.				
Cash Payment	E 100-41710-351 Printing and Binding: Leg	Aug 23 181st Ave PH, Ad #1159932/Account			\$37.63
		#367250			
Invoice	848939	8/13/2021			
Transaction Date	8/19/2021	Checking	10100	Total	\$37.63
Refer	2103329 F.I.R.E.				
Cash Payment	E 100-42210-435 Training	Car Fire Simulator, Hands on Skills			\$1,600.00
Invoice	5132	8/4/2021			
Transaction Date	8/17/2021	Checking	10100	Total	\$1,600.00
Refer	2103328 Finken Water Centers				
Cash Payment	E 100-42210-415 Rentals	Fire: Customer #0000347			\$10.71
Invoice	1270323	8/1/2021			
Cash Payment	E 100-41710-415 Rentals	City Office: Customer #4411347			\$16.65
Invoice	62451TK	8/3/2021			
Cash Payment	E 100-41710-415 Rentals	City Office: Customer #4411347			\$13.50
Invoice	1270321	8/1/2021			
Cash Payment	E 100-42210-415 Rentals	Fire; Customer #0000347			\$13.71
Invoice	1274946 127832	9/1/2021			
Cash Payment	E 100-41710-415 Rentals	Gen; Customer #4411347			\$16.50
Invoice	1274945 127832	9/1/2021			
Transaction Date	8/17/2021	Checking	10100	Total	\$71.07
Refer	2103323 Fire Safety USA, Inc.				
Cash Payment	E 100-42210-221 Repair and Maintenance	2011 Freightliner/Rosenbauer			\$275.00
Invoice	149886	7/19/2021			
Cash Payment	E 100-42210-221 Repair and Maintenance	E-One Truck			\$929.50
Invoice	149885	7/19/2021			
Transaction Date	8/17/2021	Checking	10100	Total	\$1,204.50
Refer	2103360 First State Tire Recycling				
Cash Payment	E 603-43220-441 Hauling	Tires			\$5,658.60
Invoice	117456	9/3/2021			
Transaction Date	9/7/2021	Checking	10100	Total	\$5,658.60
Refer	2103320 FIRSTNET				
Cash Payment	E 100-42210-321 Communications: Teleph	Wireless, Fire Department Account			\$38.23
		#287306169645			
Invoice					
Cash Payment	E 100-42210-321 Communications: Teleph	Wireless, Fire Department Account			\$76.46
		#287306169645			
Invoice					
Transaction Date	8/17/2021	Checking	10100	Total	\$114.69
Refer	2103348 Hakanson Anderson Associates,				
Cash Payment	E 100-41910-303 Professional Services: E	Breyens Bend			\$369.60
Invoice	46582	8/23/2021			
Cash Payment	E 100-41910-303 Professional Services: E	Toft First Addition			\$500.50
Invoice	46583	8/23/2021			
Cash Payment	E 100-41910-303 Professional Services: E	Misc Site Review			\$1,745.85
Invoice	46584	8/23/2021			
Cash Payment	E 417-41910-303 Professional Services: E	Ebony and Garnet Street			\$169.50
Invoice	46585	8/23/2021			

Project 2021

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Payments

Current Period: August 2021

Cash Payment	E 417-41910-303 Professional Services: E	Rogers Lake Area Improvement Project		\$11,094.80
Invoice 46586	8/23/2021		Project 2021	
Cash Payment	E 100-41910-303 Professional Services: E	SWPPP		\$84.75
Invoice 46587	8/23/2021			
Cash Payment	E 100-41910-303 Professional Services: E	General Engineering		\$484.50
Invoice 46588	8/23/2021			
Transaction Date	8/26/2021	Checking	10100	Total \$14,449.50
Refer	2103340	<u>JEFFERSON FIRE & SAFETY</u>		
Cash Payment	E 100-42210-221 Repair and Maintenance			\$3,912.58
Invoice IN132003	8/10/2021			
Transaction Date	8/24/2021	Checking	10100	Total \$3,912.58
Refer	2103345	<u>JIMMYS JOHNNYS</u>		
Cash Payment	E 603-43220-415 Rentals	Recycle Center		\$69.00
Invoice 189188	8/19/2021			
Transaction Date	8/24/2021	Checking	10100	Total \$69.00
Refer	2103356	<u>Kims Kleaning</u>		
Cash Payment	E 100-41710-438 Miscellaneous: Cleaning			\$225.00
Invoice 7870	8/31/2021			
Cash Payment	E 100-42210-438 Miscellaneous: Cleaning			\$225.00
Invoice 7870	8/31/2021			
Transaction Date	9/2/2021	Checking	10100	Total \$450.00
Refer	2103364	<u>Knife River Corporation-North</u>		
Cash Payment	E 417-43121-403 Repairs and Maintenance	2021 Rogers Lake Area Road Improvements		\$183,827.61
Invoice			Project 2021	
Transaction Date	9/7/2021	Checking	10100	Total \$183,827.61
Refer	2103371	<u>League of Minnesota Cities</u>		
Cash Payment	E 100-41710-433 Miscellaneous: Dues and	Membership Dues		\$5,178.00
Invoice 348521	9/1/2021			
Transaction Date	9/7/2021	Checking	10100	Total \$5,178.00
Refer	2103324	<u>LINDBERG, ANDERS</u>		
Cash Payment	E 100-34109-437 Refunds	6746 Norris Lake Rd, Admin. Subdivision		\$80.00
Invoice		Escrow Balance		
Transaction Date	8/17/2021	Checking	10100	Total \$80.00
Refer	2103325	<u>MACQUEEN EMERGENCY</u>		
Cash Payment	E 100-42210-240 Small Tools and Minor E	Order #000610		\$853.00
Invoice P00769	7/28/2021			
Transaction Date	8/17/2021	Checking	10100	Total \$853.00
Refer	2103315	<u>Menards</u>		
Cash Payment	E 100-41710-201 Office Supplies: Accesso	Account #31250257, Office		\$35.45
Invoice 36555	8/6/2021			
Cash Payment	E 100-43110-215 Operating Supplies: Sho	Account #31250257, Shop		\$40.75
Invoice 36555	8/6/2021			
Cash Payment	E 100-45210-218 Operating Supplies: Par	Account #31250257, Parks		\$38.97
Invoice 36555	8/6/2021			
Cash Payment	E 100-43110-215 Operating Supplies: Sho	Account #31250257, Public Works		\$28.10
Invoice 36991	8/13/2021			
Cash Payment	E 603-43220-215 Operating Supplies: Sho	Account #31250257, Recycle		\$54.99
Invoice 36991	8/13/2021			

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Payments

Current Period: August 2021

Cash Payment	E 100-45210-218 Operating Supplies: Par	Account #31250257, Parks			\$129.39
Invoice 36991	8/13/2021				
Cash Payment	E 100-43110-215 Operating Supplies: Sho	Account #31250257 Rebate			-\$28.55
Invoice 36991	8/13/2021				
Transaction Date	8/17/2021	Checking	10100	Total	\$299.10
Refer	2103372 <i>Minnesota Mayors Association</i>				
Cash Payment	E 100-41110-433 Miscellaneous: Dues and	2021 Mayor Annual Dues			\$30.00
Invoice					
Transaction Date	9/7/2021	Checking	10100	Total	\$30.00
Refer	2103326 <i>MNSPECT LLC</i>				
Cash Payment	E 100-42410-310 Professional Services				\$5,363.04
Invoice 8723	8/14/2021				
Cash Payment	E 100-42410-310 Professional Services				\$29,226.07
Invoice 8739	9/2/2021				
Transaction Date	8/17/2021	Checking	10100	Total	\$34,589.11
Refer	2103353 <i>NAPA Auto Parts</i>				
Cash Payment	E 100-43110-221 Repair and Maintenance				\$115.48
Invoice 127051	8/27/2021				
Transaction Date	9/2/2021	Checking	10100	Total	\$115.48
Refer	2103365 <i>NORTHSTAR IMPROVEMENTS</i>				
Cash Payment	E 100-42210-404 Repairs and Maintenanc				\$175.00
Invoice 79752	8/10/2021				
Transaction Date	9/7/2021	Checking	10100	Total	\$175.00
Refer	2103335 <i>Nowthen Garage</i>				
Cash Payment	E 100-43110-310 Professional Services	Customer ID: 00112, 2017 Ford - F-550 Super Duty XL			\$241.01
Invoice 027020	8/6/2021				
Transaction Date	8/19/2021	Checking	10100	Total	\$241.01
Refer	2103316 <i>OLSON, TERRY</i>				
Cash Payment	E 100-45210-212 Operating Supplies: Mot	Fuel for Park Mower			\$43.38
Invoice					
Transaction Date	8/17/2021	Checking	10100	Total	\$43.38
Refer	2103373 <i>Plaisted Companies Inc.</i>				
Cash Payment	E 100-43110-440 Gravel, Rock, Etc.				\$7,917.19
Invoice					
Transaction Date	9/8/2021	Checking	10100	Total	\$7,917.19
Refer	2103374 <i>RAINVILLE, MARY</i>				
Cash Payment	E 603-43220-215 Operating Supplies: Sho	Reimbursement			\$277.55
Invoice					
Transaction Date	9/9/2021	Checking	10100	Total	\$277.55
Refer	2103327 <i>RBs Computer Service</i>				
Cash Payment	E 100-41710-433 Miscellaneous: Dues and				\$1,099.25
Invoice 38953	8/15/2021				
Transaction Date	8/17/2021	Checking	10100	Total	\$1,099.25
Refer	2103321 <i>ROSENBAUER</i>				
Cash Payment	E 100-42210-221 Repair and Maintenance	Magnetic Door Switch			\$77.02
Invoice 0000093569	8/4/2021				
Transaction Date	8/17/2021	Checking	10100	Total	\$77.02

CITY OF NOWTHEN
Payments

09/09/21 9:13 AM
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Current Period: August 2021

Refer	2103343 <i>ROYAL SUPPLY</i>	-			
Cash Payment	E 100-42210-215 Operating Supplies: Sho	Fire Department			\$565.75
Invoice	2313	8/12/2021			
Cash Payment	E 100-41710-215 Operating Supplies: Sho	Community Center			\$241.00
Invoice	2312	8/18/2021			
Cash Payment	E 100-42210-215 Operating Supplies: Sho	Fire Department			\$134.50
Invoice	2331	8/24/2021			
Transaction Date	8/24/2021	Checking	10100	Total	\$941.25
Refer	2103366 <i>SKOGQUIST, ERIK A.</i>	-			
Cash Payment	E 100-41550-310 Professional Services				\$2,885.25
Invoice		9/1/2021			
Transaction Date	9/7/2021	Checking	10100	Total	\$2,885.25
Refer	2103370 <i>The Planning Company LLC</i>	-			
Cash Payment	E 100-41810-310 Professional Services	Comp Plan & Ordinance Amend			\$350.00
Invoice					
Cash Payment	E 100-41810-310 Professional Services	Zoning Fees - Applicants Billed			\$1,464.00
Invoice					
Cash Payment	E 100-41810-310 Professional Services	Zoning Fees - Building Permits			\$1,465.20
Invoice					
Cash Payment	E 100-41810-310 Professional Services	General, Meetings, Code Enforcement			\$1,230.00
Invoice					
Transaction Date	9/7/2021	Checking	10100	Total	\$4,509.20
Refer	2103355 <i>US Bank Equipment Finance</i>	-			
Cash Payment	E 100-41710-405 Repair/Maint-Contractual	Ricoh Lease - Equip ID 127157			\$311.00
Invoice	451087605	8/20/2021			
Transaction Date	9/2/2021	Checking	10100	Total	\$311.00
Refer	2103367 <i>WELLS, MARY L</i>	-			
Cash Payment	E 100-41550-310 Professional Services				\$2,885.25
Invoice		9/1/2021			
Transaction Date	9/7/2021	Checking	10100	Total	\$2,885.25

Fund Summary

	10100 Checking
100 General Fund	\$86,206.99
417 2020 Road Improvements	\$195,091.91
603 Recycling Center	\$6,421.67
	\$287,720.57

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$287,720.57
Total	\$287,720.57

**CITY OF NOWTHEN
ANOKA COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2021-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NOWTHEN,
AUTHORIZING THE ACCEPTANCE OF A DONATION FROM THE ELK RIVER
YOUTH HOCKEY ASSOCIATION TO THE CITY OF NOWTHEN**

WHEREAS, the City of Nowthen from time to time receives donations from businesses, service clubs, nonprofit organizations and individuals; and

WHEREAS, these donations supplement and enhance existing city amenities; and

WHEREAS, the Elk River Youth Hockey Association wishes to donate \$6,695.51 to the City of Nowthen and asked that the funds be used for ice rink improvements; and

WHEREAS, the City Council wishes to publicly acknowledge the receipt of such donations.

NOW, THEREFORE, BE IT RESOLVED that the Nowthen City Council hereby accepts the donation of \$6,695.51 to be used towards concrete curbing for the ice rink.

PASSED, APPROVED AND ADOPTED by the Nowthen City Council at its regular meeting held this 14th day of September, 2021.

Jeffrey Pilon, Mayor

ATTEST:

Lori Streich, Clerk

CITY OF NOWTHEN

GAMBLING SITES

AUG 16 2021

For use with Lawful Gambling Summary (Schedule A if more than 1 site).

Organization Name: Elk River Youth Hockey Assn

Gambling Location: Bootleggers

Month/Year: Apr 2021-June 2021

Prepared By: Steven V Baker, Ltd.

TEN PERCENT NET PROFIT CALCULATION:

A) Line 11C, Monthly Tax Return Schedule A	A) <u>307,742.75</u>
B) Line 24, Monthly Tax Return Schedule A	B) <u>98,225.52</u>
C) Line A (Above) minus (-) Line B (Above)	C) <u>209,517.23</u>

Miscellaneous deductions (taxes paid for this site only):

1) Pulltab tax to distributor	<u>0.00</u>
2) Combined receipts tax	<u>125,248.00</u>
3) 8.5% Gambling tax	<u>0.00</u>
4) .125% Board fee tax	<u>3,077.00</u>
5) Last Month's City tax	<u>14,237.09</u>

D) Total Miscellaneous Deduction (total of 1-4 above) 142,562.09

E) Line C minus (-) Line D E) 66,955.14

F) Line E X 10% **PAY THIS** F) 6,695.51



REQUEST FOR COUNCIL ACTION

Agenda Item #	Department: Public Works-Recycling	Requested Council Meeting Date: May 11, 2021	Submitted By: Lori Streich
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TITLE OF ISSUE:

Recycling Center Attendant

BACKGROUND AND SUPPLEMENTAL INFORMATION:

The Recycling Center Attendant has been working for the city since June 2021, and has proven to be a reliable, hard working employee. His current hours are: Tuesdays & Thursdays, 11:00 pm – 7:00 pm and Saturdays, 8:00 am – 4:00 pm at the rate of \$15.00/hour, not to exceed 24 hours/week.

The Seasonal Park/Maintenance Worker has gone back to school and the Public Works staff are in need of someone to cover those hours mowing, weed whipping, raking, cleaning & repairing trails, grounds and other public facilities.

SOURCE OF FUNDING:

Additional wages would be paid out of the Park budget.

REQUESTED COUNCIL ACTION:

I would like to request Council's consideration in approving the Recycling Center Attendant's increase in hours and responsibilities, to assist Public Works with the hours needed in the Parks Department.

The Recycle Center Attendant's main hours will not change at the Recycle Center, and will work the additional hours on Mondays, Wednesdays or Fridays, based off the Public Works needs.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:	Aye	Nay	
	_____	_____	Alders
	_____	_____	Blake
	_____	_____	Greenberg
	_____	_____	Pilon
	_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map
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Other (specify) _____

Administration Department Use:

	Consent
	Regular

Refer to: _____

Tabled Until: _____

Other: _____

September 8, 2021

City of Nowthen
8188 199th Avenue NW
Nowthen, MN 55330
Attention: Ms. Lori Streich, City Clerk/Treasurer

Re: *US\$2,830,000 City of Nowthen, Minnesota, (Anoka County), General Obligation Bonds, Series 2021A, dated: October 07, 2021, due: February 01, 2032*

Dear Ms. Streich:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA+" . S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:

S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

kl

enclosures

cc: *Mr. Bruce Kimmel*
Mr. Keith Schmitz
Ms. Rebecca Kurtz
Ms. Rose Xiong

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

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No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

RatingsDirect®

Summary:

Nowthen, Minnesota; General Obligation

Primary Credit Analyst:

Charlie G Salmans, Chicago (1) 312-233-7039; charlie.salmans@spglobal.com

Secondary Contact:

David H Smith, Chicago + 1 (312) 233 7029; david.smith@spglobal.com

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Rating Action

Stable Outlook

Credit Opinion

Related Research

Summary:

Nowthen, Minnesota; General Obligation

Credit Profile

US\$2.83 mil GO bnds ser 2021A dtd 10/07/2021 due 02/01/2032

<i>Long Term Rating</i>	AA+/Stable	New
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Nowthen GO imp bnds

<i>Long Term Rating</i>	AA+/Stable	Affirmed
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Rating Action

S&P Global Ratings assigned its 'AA+' long-term rating to Nowthen, Minn.'s series 2021A general obligation (GO) improvement bonds. At the same time, we affirmed our 'AA+' rating on the city's existing GO bonds. The outlook is stable.

The \$2.83 million series 2021A bonds are secured by the city's full faith and credit pledge and ability to levy unlimited ad valorem property taxes. A portion of the series 2021A bonds are payable from special assessments levied against properties benefitted by improvements financed by the bonds. Some of the city's previously issued GO debt is additionally payable by special assessments. We rate all debt based on the city's GO pledge. Proceeds will be used to finance various street improvement projects and equipment purchases, including a new fire tanker and dump truck.

Credit overview

We view Nowthen's location in the Twin Cities metropolitan statistical area (MSA) as a credit strength that has helped fuel steady population and strong tax base growth. The city has a very strong available fund balance at 39.3% of fiscal year (FY) 2020 expenditures, which we expect will remain at high levels given management expects a \$150,000 surplus in FY 2021. We expect its debt profile will continue to be strong because the city rapidly amortizes its debt and has only modest medium-term debt plans.

The 'AA+' rating reflects our assessment of the city's:

- Access to a broad and diverse MSA, which we believe will continue to support new development and valuation growth;
- Consistently very strong available fund balance, which will be bolstered by a strong surplus in FY 2021 and largely balanced operations thereafter;
- Strong debt profile that is less than 3% of the city's market value with rapidly amortizing debt; and
- Adequate management, highlighted by an informal 50% available fund balance target, and a strong institutional framework.

Environmental, social, and governance (ESG) factors

The rating incorporates our view of the city's social risk factors, which we consider to be consistent with the sector standard. We also view the city's environmental and governance risks to be in line with the sector standard.

Stable Outlook

Upside scenario

We could consider raising the rating if the city's economic indicators improve to levels more commensurate with those of higher-rated peers, and if the city adopts more robust policies and practices, all other credit factors remaining equal.

Downside scenario

We could lower the rating if, due to sustained budgetary deterioration, the city's reserves fall to a level no longer comparable with those of similarly rated peers. Additionally, while management does not expect any future drawdowns in fund balance, we could lower the rating if reserves drop below \$500,000.

Credit Opinion

Strong budgetary performance, with very strong budgetary flexibility and liquidity

Fiscal 2020 results reflect data adjustments to account for recurring transfers. Nowthen's budgetary performance is strong, in our opinion. The city had operating surpluses of 1.8% of general fund expenditures in the general fund and 17.0% across all governmental funds in fiscal 2020. Nowthen received approximately \$357,000 in Coronavirus, Aid, Relief, and Economic Security Act funding, which it used for fiber internet improvements and improvements to the city's fire station. The city received approximately \$250,000 in American Rescue Plan funding in 2021 and expects to receive an equal additional amount in 2022. The city has not yet decided how it will spend these funds.

The city expects to end FY 2021 with an approximately \$150,000 surplus in the general fund, a substantial improvement over the approximately \$95,000 deficit initially budgeted. The projected improvement is due to reduced fire and government personnel costs. After historically contracting with the neighboring city of Ramsey for fire services, Nowthen is transitioning to having its own fire department. The neighboring city of St. Francis will provide administrative services for the next three years, with its fire chief leading the Nowthen fire department. This new arrangement will save the city approximately \$110,000. The city had also initially budgeted for hiring a new employee but ultimately made the position part time, which resulted in savings.

The city is expecting a substantial increase in its sheriff contract with Anoka County in 2023 and potentially in 2022. Depending on how much of the increase falls in 2022, the city may draw down some of its available fund balance, but the city expects revenue growth will cover the additional cost, resulting in at least balanced operations in 2023 and beyond. The city anticipates reserves will be at least 40% of general fund expenditures with a long-term target between 55% and 60% of general fund expenditures. The adjusted available fund balance as of FY 2020 was 39.3% of FY 2020 general fund expenditures, which we consider very strong, though lower on a nominal basis at approximately \$684,000.

Strong tax base growth supported by access to the Twin Cities MSA

Nowthen is approximately 35 miles from Minneapolis. Its population has steadily grown for the past several years, and its tax base has increased by an average of 7.0% annually in the past four years, with the county assessing 9.0% growth in 2022 and the city expecting 5.0% growth in 2023. Nine new houses are expected to be completed in 2021, and a

20-unit housing development is planned for 2022. The city's tax base is diverse, with the top 10 taxpayers accounting for only 5.3% of the tax base. The city is 73.5% residential, 11.5% agricultural, and 6.5% commercial. The city's economy has fared well during the pandemic with no permanent closures or major layoffs. The largest employers within the city include the local school district (2,100 employees); Sherburne County (722), whose seat is in neighboring Elk River; and Cretex Co. (500), a concrete products manufacturer. Most residents commute elsewhere for employment, primarily to Elk River, Anoka, and the Twin Cities.

Adequate financial policies and practices under our Financial Management Assessment methodology

The city's practices around cyber security align with those of its peers. The city maintains adequate policies in some, but not all, key areas.

Highlights include management's:

- Use of historical information in the formulation of upcoming-year revenue and expenditure assumptions with the help of outside sources,
- Quarterly reporting of budget-to-actual performance to the council with the ability to amend the budget as needed,
- Five-year capital plan that is updated annually with the support of an external consultant and funding sources identified within accounting funds over a seven-year period,
- Monthly reporting of investments that adhere to state guidelines to the council, and
- Informal reserve target to maintain 30%-50% of general fund expenditures, which it has achieved in recent years.

It does not have a long-term financial plan or a debt management policy.

Strong debt profile, with rapid amortization

Nowthen's debt profile benefits from rapid amortization, as the city's debt amortizes at a level greater than 65% during the next 10 years. The city plans to issue an additional \$1.1 million in GO bonds in 2023 to reimburse road improvement costs estimated for 2022. Overall net debt is less than 3% of market value, which we view as a credit strength.

The city maintains one privately placed bank loan from 2013. The amount outstanding is \$40,000. We recognize that the agreement contains no events of default or covenant violations that we consider nonstandard pursuant to our contingent liquidity criteria.

Nowthen participates in the General Employees Retirement Fund (GERF), a cost-sharing, multiple-employer, defined-benefit pension plan administered by the Public Employees Retirement Association of Minnesota (PERA) that is 79.1% funded as of June 30, 2020. Required pension contributions to this plan are determined by state statute. We believe GERF's discount rate of 7.5% exposes the pension plans to market risk, which could lead to greater volatility in funding levels in a market downturn. However, we do not consider pension liabilities a source of medium-term credit pressure, as the defined-benefit plan to which the city contributes is reasonably well funded and required contributions, which represent a small share of the budget (0.8% of total governmental fund expenditures in FY 2020), are unlikely to accelerate in a meaningful way in the next few years. The city's net pension liability was \$204,000 as of Dec. 31, 2020. The city does not offer any other postemployment benefits.

The city also contributes to the Public Employees Defined Contribution Plan, a multiple-employer deferred compensation plan, also administered by the PERA. The city matches a 5% salary contribution for each qualified employee, contributing \$780 in fiscal 2020.

Strong institutional framework

The institutional framework score for Minnesota cities with a population greater than 2,500 is strong.

Nowthen, Minnesota--Key Credit Metrics

	Most recent	Historical information		
		2020	2019	2018
Strong economy				
Projected per capita EBI % of U.S.	99.5			
Market value per capita (\$)	147,517			
Population		4,993	4,905	4,791
County unemployment rate (%)		6.3		
Market value (\$000)		736,554	662,079	612,154
Top 10 taxpayers % of taxable value		5.3		
Strong budgetary performance				
Operating fund result % of expenditures		1.8	(4.5)	7.4
Total governmental fund result % of expenditures		17.0	24.0	7.8
Very strong budgetary flexibility				
Available reserves % of operating expenditures		39.3	35.9	47.6
Total available reserves (\$000)		684	652	734
Very strong liquidity				
Total government cash % of governmental fund expenditures		120.4	164.8	124.8
Total government cash % of governmental fund debt service		1,508.7	1,883.3	1,548.3
Adequate management				
Financial Management Assessment		Standard		
Strong debt & long-term liabilities				
Debt service % of governmental fund expenditures		8.0	8.8	8.1
Net direct debt % of governmental fund revenue		159.0		
Overall net debt % of market value		2.7		
Direct debt 10-year amortization (%)		88.5		
Required pension contribution % of governmental fund expenditures		0.8		
OPEB actual contribution % of governmental fund expenditures		0.0		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits.

Related Research

- Credit Conditions: U.S. Regions' Economies Perk Up As The Pandemic's Impact Ebbs, April 16, 2021

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020
- 2020 Update Of Institutional Framework For U.S. Local Governments

Ratings Detail (As Of September 8, 2021)

Nowthen GO cap imp plan rfdg bnds

Long Term Rating

AA+/Stable

Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Extract of Minutes of Meeting
of the City Council of the
City of Nowthen, Anoka County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Nowthen, Minnesota, was duly held in City Hall in said City on Tuesday, September 14, 2021, commencing at 7:00 p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2021A, to be issued in the original aggregate principal amount of \$2,830,000.

The City Clerk/Treasurer presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bonds. The proposals are attached hereto as EXHIBIT A.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. 2021-29

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2021A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$2,830,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Nowthen, Anoka County, Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01. Improvement Bonds.

(a) Certain assessable public improvements within the City, including street improvements designated as the 189th Lane, 190th Lane, and Dolomite Street Improvements, the Krypton Street, 183rd Avenue, and Merles Lane Improvements, the Ebony Street and Garnet Street (Willow Creek) Improvements, and the 183rd Lane, 184th Avenue, 185th Lane, Salish Circle, Ventre Street, Waco Street, and Yakima Street (Rogers Lake Area) Improvements (collectively, the “Assessable Improvements”), have been made, duly ordered or contracts let for the construction thereof pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, as amended (the “Improvement Act”).

(b) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligations in the aggregate principal amount of \$1,950,000 (the “Improvement Bonds”), pursuant to the Improvement Act, to provide financing for the Assessable Improvements.

1.02. Equipment Certificates.

(a) The City is authorized by Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 412.301, as amended (the “Capital Equipment Act”), to issue its general obligation equipment certificates of indebtedness on such terms and in such manner as the City determines to finance the purchase of items of capital equipment (the “Equipment”), subject to certain limitations contained in the Capital Equipment Act.

(b) The City has purchased and acquired or will purchase and acquire the Equipment described in EXHIBIT B attached hereto, or other items of capital equipment authorized under the Capital Equipment Act, pursuant to the Capital Equipment Act.

(c) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligations in the aggregate principal amount of \$880,000 (the “Equipment Certificates”), pursuant to the Capital Equipment Act, to provide financing for the acquisition of the Equipment.

(d) As required by the Capital Equipment Act:

(i) The expected useful life of the Equipment is or will be at least as long as the term of the Equipment Certificates.

(ii) The principal amount of the Equipment Certificates to be issued in the year 2021 does not exceed one-quarter of one percent (0.25%) of the estimated market value of taxable property in the City for the year 2021.

1.03. Issuance of General Obligation Bonds.

(a) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2021A (the "Bonds"), in the original aggregate principal amount of \$2,830,000, pursuant to the Improvement Act and the Capital Equipment Act (together, the "Act"), to provide financing for the Assessable Improvements and the Equipment.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.04. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ _____ (par amount of \$2,830,000, [plus original issue premium of \$ _____,] [less original issue discount of \$ _____,] less an underwriter's discount of \$ _____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	%	2028	%
2024		2029	
2025		2030	
2026		2031	
2027		2032	

True interest cost: _____%

1.05. Purchase Contract. The sum of \$ _____, being the amount proposed by the Purchaser in excess of \$2,796,040, shall be credited to the accounts in the Debt Service Fund hereinafter created or deposited in the accounts of the Project Fund hereinafter created, as determined by the City Clerk/Treasurer in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Clerk/Treasurer are directed to execute a contract with the Purchaser on behalf of the City.

1.06. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$2,830,000, originally dated October 7, 2021, in the

denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2028	\$
2024		2029	
2025		2030	
2026		2031	
2027		2032	

(a) \$1,950,000 of the Bonds, constituting the Improvement Bonds, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the construction of the Assessable Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2028	\$
2024		2029	
2025		2030	
2026		2031	
2027		2032	

(b) The remainder of the Bonds in the principal amount of \$880,000, constituting the Equipment Certificates, maturing on February 1 of the years and in the amounts set forth below, will be used to finance the acquisition of the Equipment:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$	2028	\$
2024		2029	
2025		2030	
2026		2031	
2027			

1.07. Optional Redemption. The City may elect on February 1, 2029, and on any day thereafter to prepay Bonds due on or after February 1, 2030. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[TO BE COMPLETED IF TERM BONDS ARE REQUESTED: 1.08. Mandatory Redemption: Term Bonds. The Bonds maturing on February 1, 20__ and February 1, 20__ shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund

redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:]

Sinking Fund Installment Date

February 1, 20__ Term Bond

Principal Amount
\$

* *Maturity*

February 1, 20__ Term Bond

Principal Amount
\$

* *Maturity*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2022, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Clerk/Treasurer are authorized to

execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Clerk/Treasurer must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Clerk/Treasurer and executed on behalf of the City by the signatures of the Mayor and the City Clerk/Treasurer, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Clerk/Treasurer will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT C.

3.02. Approving Legal Opinion. The City Clerk/Treasurer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the City Clerk/Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Assessable Improvements Account" and the "Equipment Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates.

(a) Assessable Improvements Account. Ad valorem taxes hereinafter levied for the Assessable Improvements and special assessments levied against property specially benefited by the Assessable Improvements (the "Assessments") are hereby pledged to the Assessable Improvements Account of the Debt Service Fund. There is also appropriated to the Assessable Improvements Account a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the

Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof.

(b) Equipment Account. The City Clerk/Treasurer shall timely deposit in the Equipment Account of the Debt Service Fund the ad valorem taxes levied herein for the acquisition of the Equipment, which taxes are pledged to the Equipment Account. There is also appropriated to the Assessable Improvements Account a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof.

4.02. Project Fund. The City hereby creates the General Obligation Bonds, Series 2021A Project Fund (the "Project Fund"). The City will maintain the following accounts in the Project Fund: the "Assessable Improvements Account" and the "Equipment Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the Equipment Account are irrevocably pledged to the Equipment Certificates.

(a) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with ad valorem taxes and Assessments and any other funds appropriated for the Assessable Improvements collected during the construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Project Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal of and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. Any balance remaining in the Assessable Improvements Account after completion of the Assessable Improvements may be used to pay the cost in whole or in part of any other improvement instituted under the Improvement Act, under the direction of the City Council. When the Assessable Improvements are completed and the cost thereof paid, the Assessable Improvements Account of the Project Fund is to be closed and any subsequent collections of Assessments and ad valorem taxes for the Assessable Improvements are to be deposited in the Assessable Improvements Account of the Debt Service Fund.

(b) Equipment Account. The proceeds of the Equipment Certificates, less the appropriations made in Section 4.01(b) hereof, together with any other funds appropriated for the purchase of Equipment, will be deposited in the Equipment Account of the Project Fund to be used solely to defray expenses of the Equipment. When the Equipment is purchased and the cost thereof paid, the Equipment Account of the Project Fund is to be closed and any moneys remaining therein shall be transferred to the Equipment Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Improvement Bonds. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:

(a) The City will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment of the Assessable Improvements will be collectible not later than 2022 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and ad valorem taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments, and ad valorem taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand, and the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

(e) At least twenty percent (20%) of the cost to the City of the Assessable Improvements described herein will be specially assessed against benefited properties.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Improvement Bonds and the principal of and interest on the Equipment Certificates, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Assessable Improvements Account of the Debt Service Fund and the Equipment Account of the Debt Service Fund above provided and will be in the years and amounts as attached hereto as EXHIBIT D.

4.06. Certification to Manager of Property Records and Taxation as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Clerk/Treasurer may certify to the Manager of Property Records and Taxation of Anoka County, Minnesota (the "Manager of Property Records and Taxation") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Manager of Property Records and Taxation will thereupon reduce the levy collectible during such year by the amount so certified.

4.07. Registration of Resolution. The City Clerk/Treasurer is authorized and directed to file a certified copy of this resolution with the Manager of Property Records and Taxation and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor and the City Clerk/Treasurer are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor and the City Clerk/Treasurer are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Clerk/Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Clerk/Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor and/or the City Clerk/Treasurer to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

Section 6. Tax Covenant.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. No Rebate Required.

(a) The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States, if the Bonds (together with other obligations reasonably expected to be issued in calendar year 2021) exceed the small-issuer exception amount of \$5,000,000.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2021 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2021 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.06. Reimbursement. The City has or may have incurred certain expenditures with respect to the Assessable Improvements and the Equipment that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the Assessable Improvements and the Equipment from proceeds of the Bonds (the “Declaration”). This Declaration is intended to constitute a declaration of official intent for purposes of the Section 1.150-2 of the Treasury Regulations promulgated under the Code.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.06 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Clerk/Treasurer of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Clerk/Treasurer will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the

Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk/Treasurer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.03. Limited Continuing Disclosure. In order to qualify the Bonds for limited continuing disclosure under paragraph (d)(2) of Securities and Exchange Commission Rules, Section 15c2-12 (the "SEC Rule"), the City makes the following factual statement and representation: as of the date of delivery of the Bonds, the City will not be an obligated person (as defined in paragraph (f) of the SEC Rule) with respect to more than \$10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding municipal securities that were exempt from the SEC Rule pursuant to paragraph (d)(1) thereof.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A
PROPOSALS

EXHIBIT B

LIST OF EQUIPMENT

<u>Equipment</u>	<u>Cost</u>	<u>Expected Life (in Years)</u>
Sterling Truck	\$270,000	15
Toro Lawnmower	75,000	10
Tanker Truck	450,000	25
Extrication Tools	30,000	10
Self-Contained Breathing Apparatus	52,000	15

EXHIBIT C
FORM OF BOND

No. R- _____ UNITED STATES OF AMERICA \$ _____
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF NOWTHEN

GENERAL OBLIGATION BOND
SERIES 2021A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	October 7, 2021	

Registered Owner: Cede & Co.

The City of Nowthen, Minnesota, a duly organized and existing municipal corporation in Anoka County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$ _____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2029, and on any day thereafter to prepay Bonds due on or after February 1, 2030. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$2,830,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on September 14, 2021 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable local improvements and acquiring items of capital equipment, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes,

Chapters 429 and 475, as amended, and Minnesota Statutes, Section 410.32, as amended. The principal hereof and interest hereon are payable from special assessments levied against property specially benefited by local improvements and ad valorem taxes as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Nowthen, Anoka County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Clerk/Treasurer and has caused this Bond to be dated as of the date set forth below.

Dated: October 7, 2021

CITY OF NOWTHEN, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Clerk/Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT D
TAX LEVY SCHEDULES

Tax Levy Schedule for Improvement Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	

** Year tax levy collected.*

Tax Levy Schedule for Equipment Certificates

<u>YEAR *</u>	<u>TAX LEVY</u>
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	

** Year tax levy collected.*

STATE OF MINNESOTA)
)
COUNTY OF ANOKA) SS.
)
CITY OF NOWTHEN)

I, being the duly qualified and acting City Clerk/Treasurer of the City of Nowthen, Anoka County, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on September 14, 2021 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2021A, in the original aggregate principal amount of \$2,830,000.

WITNESS My hand officially as such City Clerk/Treasurer and the corporate seal of the City this _____ day of September, 2021.

(SEAL)

City Clerk/Treasurer
City of Nowthen, Minnesota



REQUEST FOR COUNCIL ACTION

Agenda Item #	Department: Fire	Requested Council Meeting Date: 09/14/2021	Submitted By: Dave Schmidt- Fire Chief										
TITLE OF ISSUE: Declare Surplus Property- Gear Grid Lockers (old) and MSA 5-gas monitor													
BACKGROUND AND SUPPLEMENTAL INFORMATION: The Fire Department is requesting that the old Gear Grid Lockers (2) and MSA 5 Gas Monitor be declared surplus property for purpose of removal and potential sale of the equipment. The lockers are no longer needed due to the recent addition and purchase of new lockers. The value of the Gear Grid Lockers is around \$500.00-700.00 dollars per unit. The 5 Gas Monitor has an assumed value of around \$500.00.													
SOURCE OF FUNDING: None													
REQUESTED COUNCIL ACTION: Approve the declaration of the Gear Grid Lockers and MSA 5 Gas Monitor as surplus equipment which would authorize the sale of the equipment.													
For Clerk's Use: Motion By: _____ Second By: _____ Vote Record: Aye Nay ____ ____ ____ ____ Alders ____ ____ Blake ____ ____ Greenberg ____ ____ Pilon ____ ____ Rainville		SUPPORTED DOCUMENTS ATTACHED											
		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Resolution</th> <th style="width: 20%;">Ordinance</th> <th style="width: 20%;">Contract</th> <th style="width: 20%;">Minutes</th> <th style="width: 20%;">Plan Map</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black; height: 20px;"></td> </tr> </tbody> </table>		Resolution	Ordinance	Contract	Minutes	Plan Map					
Resolution	Ordinance	Contract	Minutes	Plan Map									
		Other (specify) _____ _____ _____											
Administration Department Use: <input type="checkbox"/> Consent <input type="checkbox"/> Regular		<input type="checkbox"/> Refer to: _____ <input type="checkbox"/> Tabled Until: _____ <input type="checkbox"/> Other: _____											



3601 Thurston Avenue
Anoka, MN 55303
763.231.5840
TPC@PlanningCo.com

MEMORANDUM

TO: Mayor and City Council

FROM: Elizabeth Stockman

DATE: September 7, 2021

RE: Nowthen – Toft 1st Addition Final Plat (St. Francis Blvd.)
5160 204th Avenue

TPC FILE: 122.02 – 21.22

Background

MMT Holdings LLC/CST Companies (applicants Chad and Megan Toft) have submitted an application for subdivision of one lot from a 40-acre parcel on the east side of Highway 47 (PID 24-33-25-12-0005). The plat is required as a means of dedicating the necessary street right-of-way and creating the parcel upon which the office/warehouse/truck terminal is currently being constructed. The plat creates one +/-6 acre parcel with the remainder being platted as an outlot, to be replatted yet this year.

The proposed Final Plat is consistent with the Preliminary Plat for which a public hearing was held May 25, 2021. Although the Planning and Zoning Commission recommended approval of the Preliminary Plat, approval of the Preliminary Plat by the City Council is not required for a single lot Final Plat. Focus was shifted to approval of the CST Building/Site so that construction could begin and additional time was needed to address engineering issues generally related to highway access, detailed plan preparation and stormwater design outside of the CST site boundaries.

A Preliminary Plat for Toft 2nd Addition (7 industrial lots and 8 residential lots) is scheduled for submission September 21 for consideration at the October Planning and Zoning Commission meeting, with a goal of Final Plat approval by the City Council meeting in December 2021. The property is zoned a combination of RRA, Rural Residential Agriculture and I-1, Industrial and is appropriately guided in the City's 2040 Land Use Plan.

MNDOT Approval

Access to Highway 47 requires submission of an access permit by the City, now a requirement of the highway department. The roadway specifications and turn lane designs prepared by the applicant's engineer have been submitted for preliminary review. It has been verified with the City Attorney that the City's application for the access permit does not bind the City relative to construction of the road or turn lanes. The Developer's Agreement ensures that the applicant shall be responsible for providing a design that meets MNDOT standards and for all costs associated with construction of the road and turn lanes.

Temporary Easements

A temporary easement for grading on the parcel to the south of Lot 1 has been prepared and requires the adjacent property owner's consent to grade out the area associated with turn lane construction. A second temporary road easement has been defined at the cul-de-sac until the remainder of the street is built in 2022.

Wetland Delineation

A wetland delineation report has been received and a Notice of Decision was issued on June 18, 2021. There are no proposed wetland impacts with this final plat.

Recommendation

It is the recommendation that the City Council approve the Final Plat of Toft 1st Addition, contingent upon the applicant's entering into a Developer's Agreement, final approval of all plans and specifications by the City Engineer as outlined in the HAA memo dated August 26, 2021 and approval of the Highway 47 and turn lane plans by MNDOT.

**CITY OF NOWTHEN
ANOKA COUNTY, MINNESOTA**

**CITY COUNCIL
FINDINGS & DECISION
Toft 1st Addition Final Plat**

APPLICANTS: Chad and Megan Toft, CST Companies/MMT Holdings LLC

APPLICATION: Request for approval of a one lot Final Plat titled Toft 1st Addition to create a +/- 6 acre site for the CST office/warehouse/trucking terminal and a local public street.

CITY COUNCIL MEETING: September 14, 2021

FINDINGS: Based upon review of the application and evidence received, the City Council of the City of Nowthen now makes the following findings of fact:

Whereas, the legal description of the Subject Property is THAT PRT OF NW1/4 OF NE1/4 OF SEC 24 TWP 33 RGE 25 LYG ELY OF C/L OF ST HWY NO 47, EX THAT PRT LYG WITHIN S 300 FT OF W 841 FT OF SD 1/4,1/4 (AS MEAS ALG W & S LINES THEREOF), ALSO EX RD, SUBJ TO EASE OF REC;

Whereas, the Subject Property is located at 204xx St. Francis Boulevard and has a parcel ID of 24-33-25-12-0005;

Whereas, the Subject Property is 30.42 acres in size;

Whereas, the applicant wishes to subdivide (1) industrial lot according to Section 10 of the Nowthen City Code which is consistent with the I-1, Industrial zoning;

Whereas, the applicant will be constructing a local street meeting the minimum standards of the Nowthen Subdivision Ordinance;

Whereas, the proposed use is consistent with the City's 2040 Land Use Plan and the policies and provisions of the 2040 Comprehensive Plan;

Whereas, the Memorandum dated September 7, 2021, prepared by the City Planner, The Planning Company LLC, is incorporated herein;

Whereas, the Engineering Review dated August 26, 2021, prepared by the City Engineer, Hakanson Anderson, is incorporated herein;

Whereas, the Nowthen Planning and Zoning Commission held a public hearing, preceded by a published and mailed notice, and considered a Preliminary Plat at a regular meeting on May 25, 2021;

Whereas, approval of a Preliminary Plat is not required for a single lot Final Plat with an outlot which will be replatted as part of a revised Preliminary Plat expected later this year.

DECISION: Based on the foregoing information and applicable ordinances, the City Council approves the **Final Plat of Toft 1st Addition**, subject to the following:

1. The request meets all platting requirements of Chapter 10 of the Nowthen City Code.
2. The single parcel meets all minimum lot size and street frontage requirements of the I-1, Industrial District.
3. All street designs and construction plans shall be subject to review and approval by the City Engineer.
4. The City shall make application for an access permit regarding the proposed access point onto Highway 47 which shall be reviewed and approved by MNDOT.
5. The applicants shall be responsible for providing a design that meets MNDOT standards, compliance with all requirements of the MNDOT access permit and for all costs associated with construction of the road and turn lanes.
6. A temporary easement for grading on the parcel to the south of Lot 1 has been prepared and requires the adjacent property owner's consent to grade out the area associated with turn lane construction.
7. Park and trail dedication shall be provided as follows: \$2,000/lot for park dedication x 1 lot and \$500/lot for trail dedication x 1 lot, totaling \$2,500.
8. The plat is subject to review and approval of the City Engineer relative to all stormwater, grading, drainage, erosion control issues.
9. Any exterior signs or lighting will be subject to review and approval of the City Planner.
10. Section 11-4-17.D and E states that all commercial or light manufacturing principal structures shall have a minimum of two thousand (2,000) square foot ground floor area. The size of structures on any lot shall not exceed twenty (20%) percent of the total lot area. The maximum area of impervious land coverage, to include the building and all paved or impervious surfaces, shall not exceed seventy (70%) percent of the total lot area.

11. City Council approval is contingent upon the applicant's entering into a Developer's Agreement with the City and satisfaction of all items outlined therein and referenced in these findings.
12. All development, construction, and uses shall be in accordance with the approved plan and conditions required by the City Council. Any development not in accordance with the approved plan and conditions shall require preparation of revised plans and approval by the City Council.
13. All costs associated with the review of the submitted plan(s) and any other costs generated by the City or its representatives are the responsibility of the applicants, including legal, administrative, and professional costs incurred through consideration of the subdivision request.

MOTION BY:

SECOND BY:

ALL IN FAVOR:

THOSE OPPOSED:

ADOPTED by the City Council of the City of Nowthen this 14th day of September 2021.

CITY OF NOWTHEN

By: _____
Mayor Jeff Pilon

Attest: _____
Lori Streich, City Clerk



**MAJOR SUBDIVISION
(PRELIMINARY & FINAL PLAT)**

8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347

RETURN TO: PERMITS@NOWTHENMN.NET

<input type="checkbox"/> CONCEPT PLAN Base Fee: \$200 Escrow: \$1000 <input type="checkbox"/> PRELIMINARY PLAT <input checked="" type="checkbox"/> FINAL PLAT Base Fee: \$200 + \$50/lot x <u>16</u> lots = \$ <u>8000.00</u> Escrow: \$1,500 Public Hearing Fee: \$250 Total Amount Due: \$ <u>2750.00</u> Amt. Paid: \$ <u>2,750.-</u> CC/Check# <u>ck # 2038</u>	<p>***FOR OFFICE USE ONLY *** FOR OFFICE USE ONLY***</p> Date Application Received: <u>Sept. 7, 2021</u> Date Application Complete: <u>9/7/21</u> <small>(60-day review period starts from this date)</small> Public Hearing Date: <u>NA</u> City Council Approval/Denial Date: <u>9/14/21</u> 60-Day Review Period Ends: _____ 60-Day Extension: <u>Yes</u> <u>No</u> Expires On: _____ Received By: <u>Ellen Gendt</u>
--	---

Additional Platting Fees:

- Security Escrow: 150% of estimated construction costs
- Engineering Escrow: 7% of initial security amount
- Administrative Fee: 1% of total construction costs
- Park Dedication Fee: \$2000/lot
- Trail Dedication Fee: \$500/lot

Property Information Street Address: 5160 204th Ave NW
 Property Identification Number (PID#): 24-33-25-12-0005/24-33-25-11-0001/
24-33-25-12-0004
 Legal Description (Attach full description of Metes & Bounds if necessary): _____

Applicant Information

Name: Chad & Megan Toft Business Name: CST Companies, LLC
~~Nowthen Holdings LLC~~
 Mailing Address: 11707 205th Ave NW
 City: Elk River State: MN Zip Code: 55330
 Home Phone: _____ Cell Phone: _____ Work: 763-515-6660
 e-mail (home): chad@cstcompanies.com
 e-mail (work): megan@cstcompanies.com

Property Owner Information (If other than applicant):

Name: same Business Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Cell Phone: _____ Work: _____
e-mail (home): _____
e-mail (work): _____

Description of Request (attach additional sheets as necessary)

Existing Use of Property: ag
Description of Proposed Use: 8 Industrial lots
8 SF resid lots
Lot Size: _____ Zoning: I-1 / RRA
Number of New Lots: 16 Number of Total Lots: 16
Reason(s) to Approve Request: (1 being final platted in
1st Addn. & 15 in 2nd Addn.)

Please describe any previous applications pertaining to the subject site:

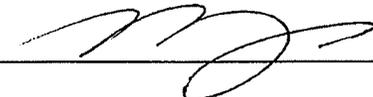
Project Name: Toft Prelim Plat Date of Application: _____
Nature of Previous Request: Appr. by City Council 5/2-

Existing Building Sizes: NA

RESIDENTIAL LOTS: House: _____ SF Garage: _____ SF (attached/detached?)
COMMERCIAL/INDUSTRIAL LOTS: Main Building: _____ Total Square Feet
Office Area: _____ SF; Warehouse/Storage: _____ SF; Manufacturing: _____ SF
ALL LOTS:
Accessory Buildings: (type/size) _____ / _____ SF: _____ / _____ SF
_____ / _____ SF: _____ / _____ SF; _____ / _____ SF

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements and are complete to the best of my knowledge.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Signature of Applicant:  Date: 9/6/21

Signature of Applicant: _____ Date: _____

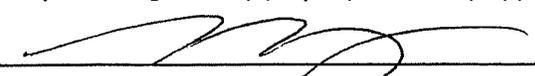
Signature of Property Owner:  Date: 9/6/21

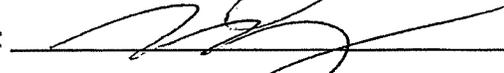
Signature of Property Owner: _____ Date: _____

AGREEMENT TO PAY ALL APPLICATION FEES AND EXPENSES:

We the applicant and undersigned property owner agree to provide to the City, in cash or certified check, for deposit in an escrow fund, the amount of \$ 1,500.00 as partial payment for all fees and estimated future City administrative, planning, legal and engineering fees incurred in processing this request. If the escrow amount is depleted, I agree to furnish additional monies as requested by the City within 10 days of such request. I understand that any amounts not utilized from this escrow fund shall be returned to me, without interest, when all financial obligations to the City have been satisfied. All fees and expenses are due whether the application is approved or denied.

I understand and agree that all City incurred professional fees and expenses associated with the processing of this request and enforcing the terms of this agreement including, but not limited to, attorney's fees are my responsibility as the property owner and will be promptly paid by myself upon billing by the City in the event the escrow fund is depleted. I further understand and agree that as the property owner I must make said payment within 10 days of the date of the invoice. Bills not paid within the 10 days of request for payment by the City shall accrue interest at the rate of 6% per year. Further, if I fail to pay said amounts when due, then the City may certify such costs against any property owned by me within the City limits for collection with the real estate taxes and/or take necessary legal action to recover such costs and I agree that the City shall be entitled to attorney's fees and other costs incurred by the City as a result of such legal action. I knowingly and voluntarily waive all rights to appeal said certification of such expenses against my property under any applicable Minnesota Statutes.

Applicant:  Date: 9/6/21

Property Owner:  Date: 9/6/21

TOFT'S DEVELOPMENT

NOWTHEN, MINNESOTA

REHDER & ASSOCIATES, INC.
 1111 FIFTH AVENUE, SUITE 1111
 MINNEAPOLIS, MN 55402
 TEL: 612-338-1111
 FAX: 612-338-1111
 www.rehder.com

PROJECT NO. 211-1878-018 DRAWING FILE 1878018.DWG
 Name: Nicholas P. Olson Reg. No. 43882 Date: 7-23-21
 I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Issued
 ADDRESS CITY COUNTY STATE ZIP
 7-23-21

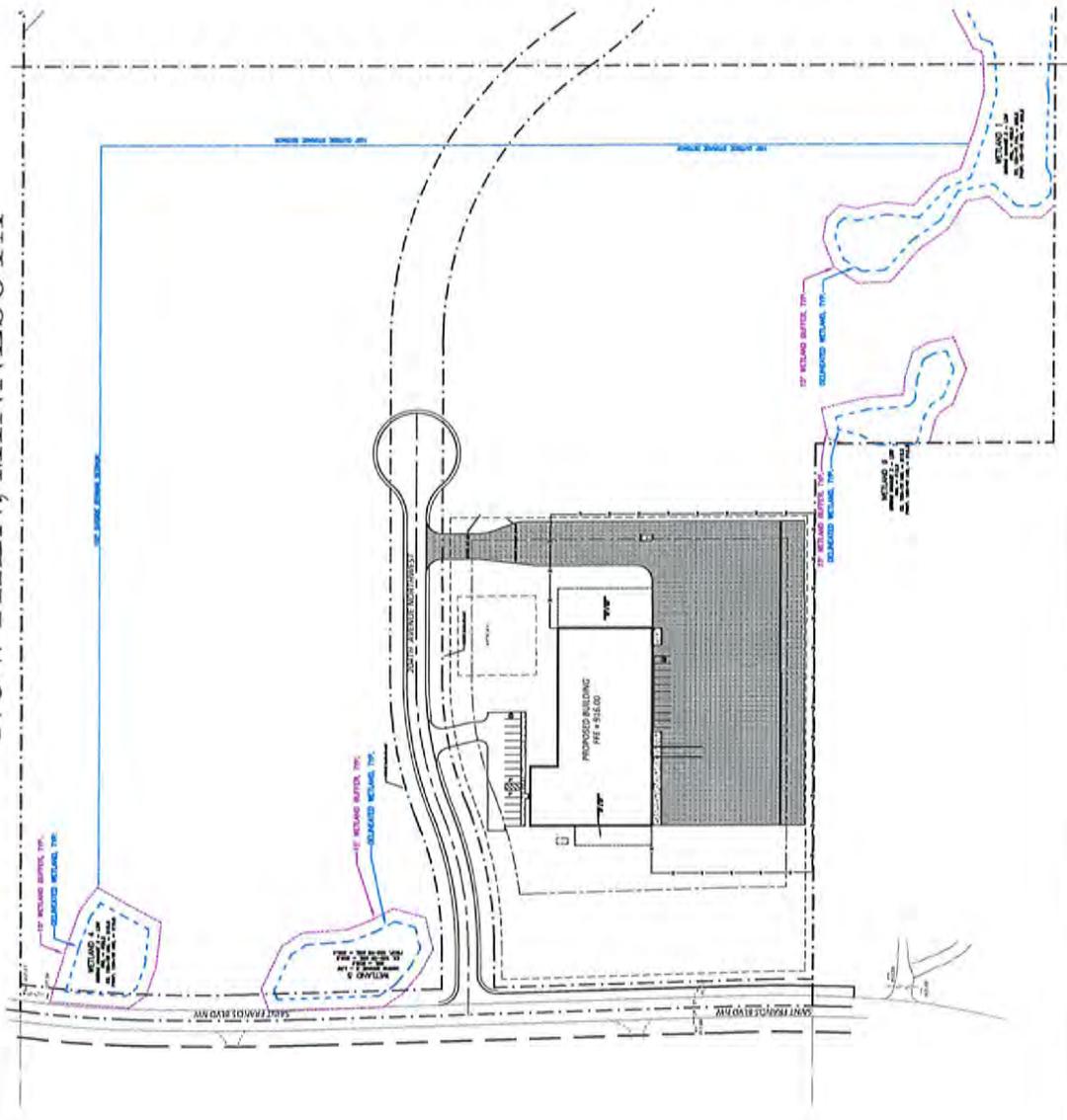
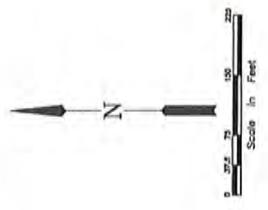
TITLE SHEET
 TOFT'S DEVELOPMENT
 CITY OF NOWTHEN

SHEET NUMBER
 C0

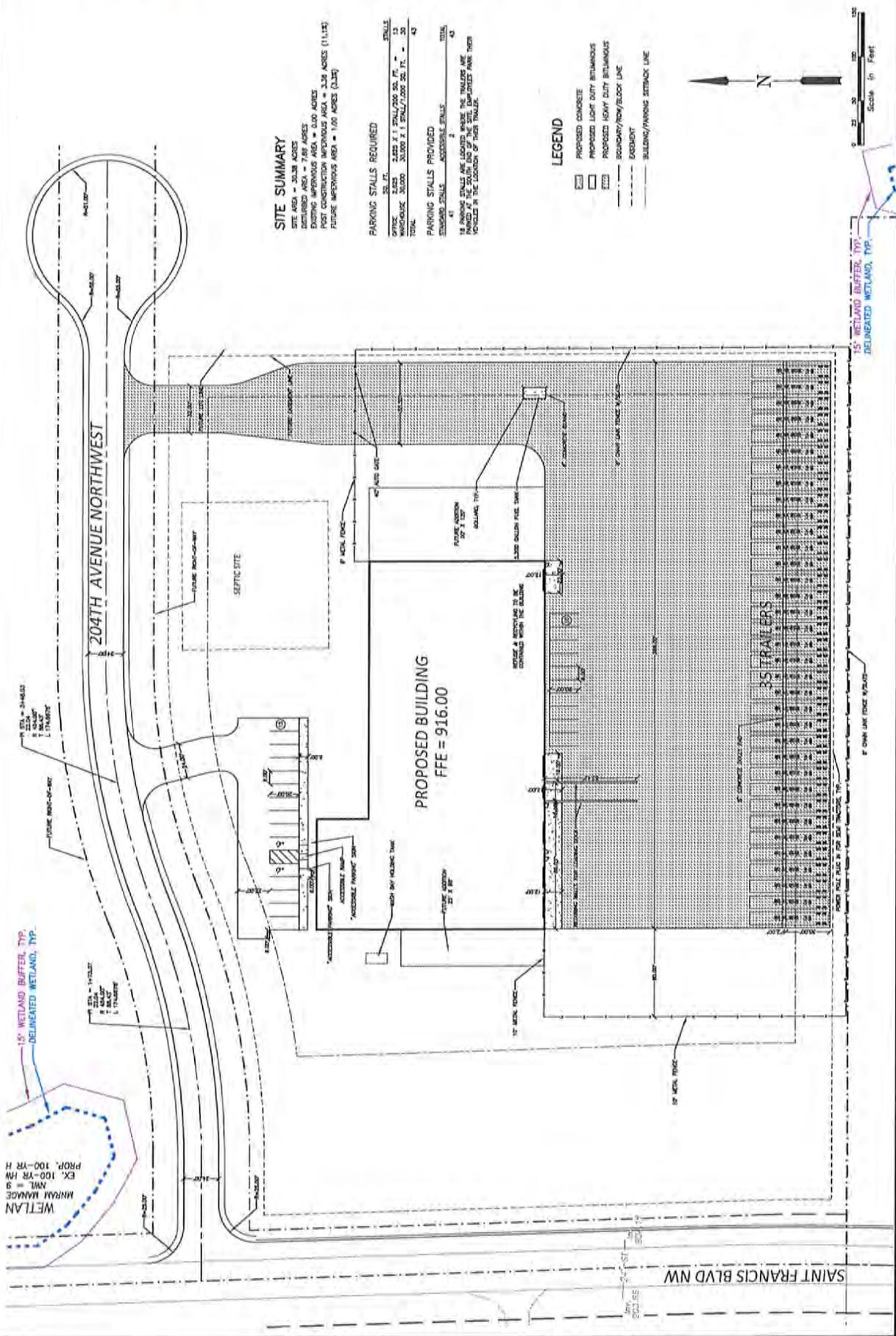
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INDEX

- TITLE SHEET
- SITE DIMENSION PLAN
- GRADING, DRAINAGE & EROSION CONTROL PLAN
- DETAILS & SPECIFICATIONS
- CITY STANDARD DETAILS
- PLAN & PROFILE
- LANDSCAPE PLAN



ISSUED	7-23-21
FOR PERMIT	7-23-21
ADDRESS CITY COUNTY	
CITY HEALTH	
FOR REVIEW	



SITE SUMMARY
 SITE AREA = 30.28 ACRES
 DISTURBED AREA = 7.85 ACRES
 EXISTING IMPROVEMENTS AREA = 0.00 ACRES
 FUTURE CONSTRUCTION IMPROVEMENTS AREA = 2.38 ACRES (11.1%)
 FUTURE IMPROVEMENTS AREA = 1.00 ACRES (3.3%)

PARKING STALLS REQUIRED

OFFICE	30
WAREHOUSE	3000
TOTAL	3030

PARKING STALLS PROVIDED

STANDARD STALLS	2
ACCESSIBLE STALLS	2
TOTAL	4

NOTE: THE TOTAL NUMBER OF STALLS PROVIDED DOES NOT EQUAL THE TOTAL NUMBER OF STALLS REQUIRED. THE SHORTAGE OF STALLS IS TO BE MADE UP BY THE LOCATION OF TRAILERS.

LEGEND

- ▣ PROPOSED CONCRETE
- ▤ PROPOSED LIGHT DUTY BITUMINOUS
- ▥ PROPOSED HEAVY DUTY BITUMINOUS
- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- BUILDING/PARKING SETBACK LINE

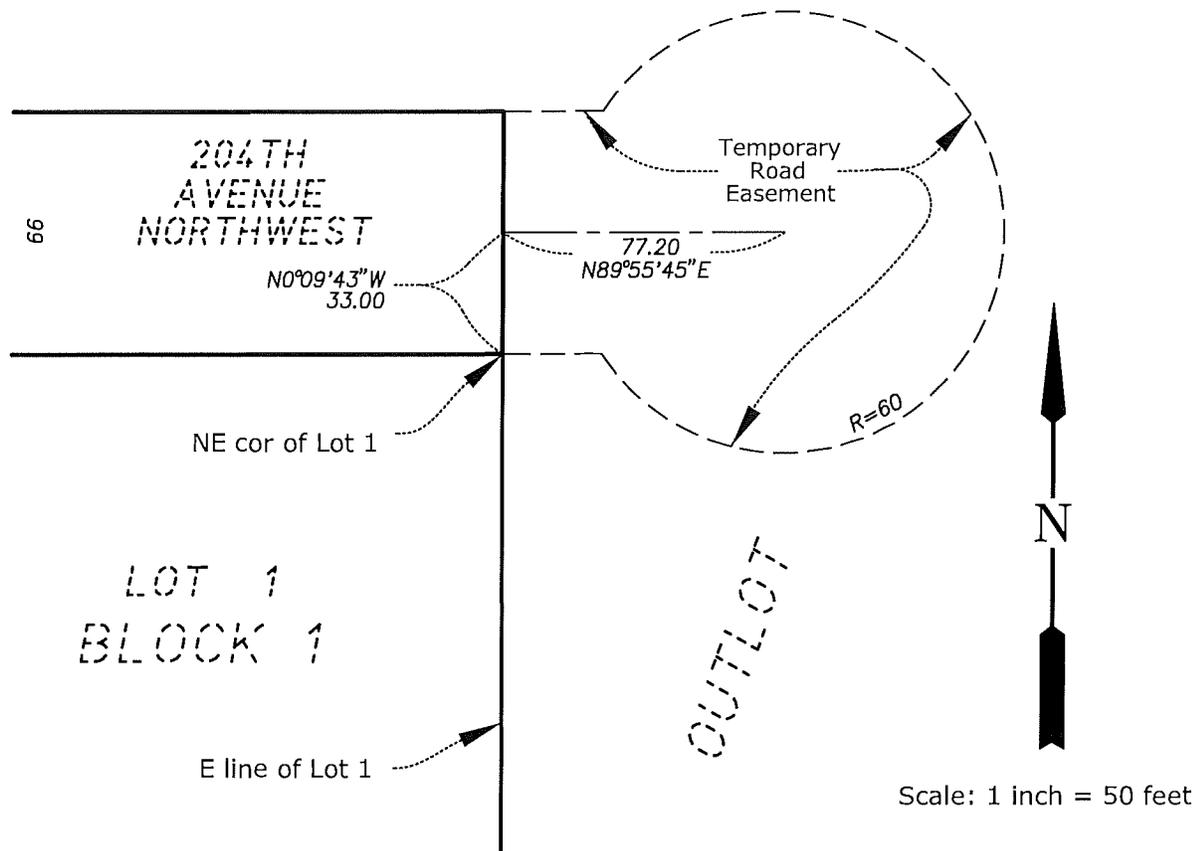


WETLAND
 INITIAL MANAGE
 NML = 9
 EX. 100-YR FH
 PROP. 100-YR H

SAINT FRANCIS BLVD NW

15' WETLAND BUFFER, TYP.
 DELMETED WETLAND, TYP.

Easement Sketch for CST COMPANIES, LLC



TEMPORARY EASEMENT DESCRIPTION

A 66.00 foot wide temporary easement for road purposes over and across that part of Outlot A, TOFT 1ST ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of Lot 1, Block 1, said TOFT 1ST ADDITION; thence North 0 degrees 9 minutes 43 seconds West, on northerly extension of the east line of said Lot 1 a distance of 33.00 feet to the point of beginning of said centerline to be described; thence North 89 degrees 55 minutes 45 seconds East 77.20 feet and said centerline there terminating.

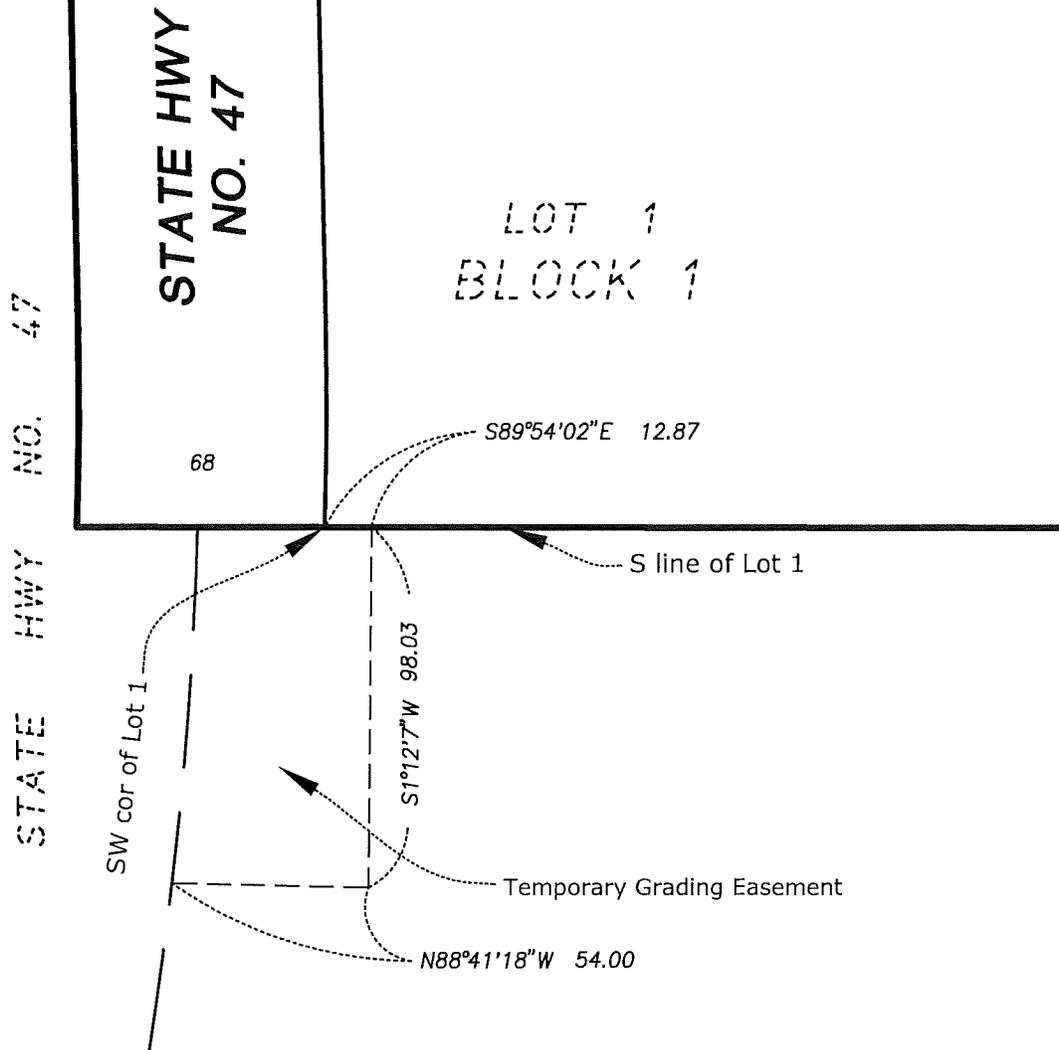
Together with a temporary easement for road purposes over and across that part of said Northeast Quarter of Section 24, not included in the above described easement, which lies within the circumference of a circle having a radius of 60.00 feet, the center of said circle being the point of termination described above.

Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

Easement Sketch for CST COMPANIES, LLC



Scale: 1 inch = 50 feet

TEMPORARY EASEMENT DESCRIPTION

A temporary easement for grading purposes over and across that part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 33, Range 25 lying west and north of the following described line:

Commencing at the southwest corner of Lot 1, Block 1, TOFT 1ST ADDITION, according to the recorded plat thereof, Anoka County, Minnesota; thence South 89 degrees 54 minutes 2 seconds East, along the south line of said Lot 1, a distance of 12.87 feet to the point of beginning of said line to be described; thence South 1 degree 12 minutes 7 seconds West 98.03 feet; thence North 88 degrees 41 minutes 18 seconds West 54.00 feet to the east right of way line of State Highway No. 47 and said line there terminating.

Rehder and Associates, Inc.

CIVIL ENGINEERS AND LAND SURVEYORS

3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051



**ENGINEERING REVIEW
for City of Nowthen
by
Hakanson Anderson**

Review No. 4

Submitted to: City of Nowthen

cc: Lori Streich, City Clerk
Liz Stockman, City Planner
Bob Ruppe, City Attorney
Chad & Megan Toft, Applicants
Nicholas Adam, Applicant's Engineer

Reviewed by: Shane Nelson, City Engineer
Andrew Vistad, Assistant City Engineer

Date: September 7, 2021

Proposed Project: Toft First Addition (One Lot Commercial Plat)

Street Location: 204xx St. Francis Blvd

Applicant: MMT Holdings LLP / CST Companies

Owners of Record: CST Companies LLC

Jurisdictional Agencies: City of Nowthen, Anoka County, Upper Rum River
(but not limited to) Watershed Management Organization, MnDOT

Permits Required: City Approval, MnDOT Access Permit, NPDES
(but not limited to) Construction Permit, WCA - Wetland Delineation
Approval

INFORMATION AVAILABLE

Preliminary Plat of Toft First Addition, dated May 3, 2021, prepared by Rehder & Associates, Inc.

Preliminary Plans, dated August 17, 2021, prepared by Rehder & Associates, Inc.

Stormwater Management Plan, August 17, 2021, prepared by Rehder & Associates, Inc.

Buildability Area Plan for Toft 1st Addition, dated May 4, 2021, prepared by Rehder & Associates, Inc.

Soil Logs, dated April 23, 2021, prepared by Josh Putt

Wetland Delineation Report, dated May 4, 2021, prepared by Kjolhaug Environmental Services Company, Inc.

Design Phase Geotechnical Evaluation, dated April 27, 2021, prepared by Chosen Valley Testing

Toft First Addition Final Plat, dated August 2021, prepared by Rehder & Associates, Inc.

SITE ACCESS / HWY 47 TURN LANES

1. The project is proposed to receive access from Saint Francis Blvd (Highway 47). Saint Francis Blvd (Highway 47) is a State Highway and is under the jurisdiction of the Minnesota Department of Transportation (MnDOT). It appears that there is a hill on the property to the north that may hinder the site distance. The new street access must meet all MnDOT design and safety criteria (including site distance) as per the MnDOT Road Design Manual. MnDOT representatives have indicated that the City shall "apply" for the access permit since 204th Avenue NW is proposed to be a City Street. The Applicant shall be responsible for providing a design that meets MnDOT standards and shall be solely responsible for all costs associated with the construction of the turn lanes.
2. Please revise the cross sections to show the right-of-way that will be dedicated with the plat.
3. Please expand the view of the cross sections to depict the ditch adjacent to the new turn lane.
4. It appears that the grading for the turn lane will block the current flow path of the driveway culvert located to the south of the proposed right turn lane. Please

show removal of the existing culvert and installation of a new culvert such that the flow path can be better defined and adjust the grading to remove the "hole" between the driveway and the proposed contours.

5. The preliminary plans depict off-site grading for the northbound Highway 47 Turn Lanes. The Applicant shall provide a temporary easement to the City showing the landowner's consent.

STREET CONSTRUCTION PLANS

1. The construction plans shall be revised to depict the road culverts in the plan and profile view.
2. The proposed design of 204th Avenue NW is acceptable. The proposed cul-de-sac on the east end of 204th Avenue NW will be temporary, as future phases of the development would extend 204th Avenue NW to the east.

GRADING AND EROSION CONTROL

1. This project disturbs more than 1 acre and therefore a NPDES Construction Permit is necessary. Please provide the NPDES coverage card.

WETLANDS

1. A wetland delineation report has been received and a Notice of Decision was issued on June 18, 2021.
2. There are no proposed wetland impacts as part of the development.
3. The existing wetlands are located on future phases of this development. Therefore, the wetland buffer establishment plan and signage will be required with future phases.

STORMWATER

1. The design of the proposed project includes a NURP stormwater basin that will provide water quality treatment and rate control. The NURP stormwater basin is within a drainage and utility easement as required and receives runoff from the public street.
2. The design of the proposed project also includes an infiltration basin that receives private stormwater runoff from the proposed CST parking lot. The infiltration basin is within a drainage and utility easement as required. The Applicants will be required to enter into a Stormwater Maintenance Agreement to

ensure the long term operation and maintenance for this privately owned and maintained stormwater basin.

3. Stormwater runoff from this site is ultimately discharged to the west via a 24" culvert under HWY 47. The project is designed with the following pre-development and post-development runoff rates to the 24" culvert:

	Existing Rate (CFS)	Proposed Rate (CFS)
2 Year	13.1	8.7
10 Year	35.8	32.3
100 Year	104.1	103.2

As shown above, the project is designed such that post development stormwater runoff rates are less than existing for the 2-Year, 10-Year, and 100-Year return frequency storm events. The proposed stormwater management system is acceptable.

SEPTIC SITES

1. Suitability of septic sites to be reviewed by Building Official.

WATER SUPPLY

1. Individual wells are proposed to provide water supply to the proposed lots. Wells must meet requirements of the Minnesota Department of Health and applicable state laws and regulations.

FINAL PLAT

1. The final plat as proposed is acceptable.

OTHER ITEMS

1. Specifications for all public infrastructure to be installed with this development are required.
2. Zoning review is to be completed by the City Planner and provided under separate cover.

RECOMMENDATION

Overall, the proposed development pattern is conducive to the property. We understand that the proposed development reviewed under this application is part of a larger plan of development, with future phases and platting contemplated at a later date.

We recommend approval contingent upon the Owner entering into a Developer's Agreement, plan revisions as necessary to revise the comments as discussed herein, and MnDOT approval of the access and turn lane plans.

**CITY OF NOWTHEN
ANOKA COUNTY
STATE OF MINNESOTA**

TOFT FIRST ADDITION

THIS AGREEMENT, entered into this ____ day of _____, 2021 by and between CST Companies, LLC, a Minnesota Limited Liability Company, referred to herein as “Developer”; and the City of Nowthen, County of Anoka, State of Minnesota, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, Developer is the fee owner of the real property described in the attached Exhibit A, which real property is proposed to be subdivided and platted for development, and which subdivision, which is the subject of this Agreement, is intended to bear the name “Toft First Addition” and shall hereinafter be referred to in its entirety as “Said Plat” or “Subject Property,” the final plat of which is attached as Exhibit B; and

WHEREAS, Developer has received final plat approval for one (1) industrial lot and one (1) outlot for future development within Said Plat; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning Said Plat and the conditions imposed thereon; and

WHEREAS, the City has given final plat approval of the Plat contingent upon the Developer’s compliance with certain City requirements including, but not limited to, matters set forth herein; and

WHEREAS, the City requires that certain public improvements including, but not limited to bituminous street, gravel shoulders, top soil and sod, parking lots, drainage

swales, grading, drainage, landscaping, street signs, street cleanup during project development, storm sewer, drainage ponds, erosion control and other site related improvements (hereafter “Infrastructure Improvements”) be installed by Developer to serve the Plat and be financed by Developer as a condition of final Plat approval; and

WHEREAS, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of the Plat and the conditions imposed thereon.

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party’s promises and considerations herein set forth, as follows:

1. **Construction of Infrastructure Improvements.**

- A. The Developer, at its sole expense, shall construct those Infrastructure Improvements located on and off the Plat as detailed in the Plans and Specifications for Toft First Addition and on file with the City Clerk (collectively the “Approved Plans”). If the plans vary from the written terms of this Agreement, the written terms shall control. The Approved Plans are:
 - i. Preliminary Plat of Toft First Addition dated May 3, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit C.
 - ii. Final Plat of Toft First Addition prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit B.
 - iii. Toft’s Development Construction Plans dated August 17, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit D.
 - iv. Stormwater Management Report for Toft’s Development dated August 17, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit E.
 - v. Buildability Area Plan for Toft First Addition dated May 4, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit F.

- vi. Soil Logs for Toft First Addition dated April 23, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit G.
- vii. Wetland Delineation Report for Toft First Addition dated May 4, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit H.
- viii. Design Phase Geotechnical Evaluation for Toft First Addition dated April 27, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit I.
- ix. Interim Use Permit for Outdoor Storage/Conditional Use Permit for Deviation from Building Material Standards dated July 13, 2021, which is attached hereto and made a part hereof as Exhibit J.
- x. Toft First Addition Access/Right Turn Lane Plans dated August 17, 2021 prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit K.
- xi. Toft's Development Specifications dated _____ prepared by Rehder & Associates, which is attached hereto and made part hereof as Exhibit L.

All such improvements shall be constructed according to the Approved Plans, which are consistent with City ordinances and the standards adopted by the City as of the date of this Agreement. Any revisions to the Approved Plans shall be submitted to the City for prior written approval.

Unless the City Engineers specify a later date, the Infrastructure Improvements for Toft First Addition shall be installed by October 31, 2021, with the exception of erosion control, drainage swales and berming, which shall be installed upon initial grading of the Plat and the wear course of bituminous pavement to be installed after July 1, but before August 31, one winter after the first lift of asphalt has been installed.

- B. Developer warrants to the City for a period of two years from the date the City accepts by resolution the finished Infrastructure Improvements that all such improvements have been constructed to City standards and specifications and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, poor materials and faulty workmanship.

No Infrastructure Improvements shall be accepted by the City until such time as a licensed professional engineer, retained by the City has certified in writing to the City that the construction/installation of the Infrastructure Improvement(s) has been done and performed according to the Approved Plans, which certification shall not be unreasonably withheld, conditioned or delayed.

- C. The City shall, at its option, have the City Engineers and/or designated representatives present at the Development for inspection purposes at all times (or such times as the City may deem necessary) during the construction and installation of said Infrastructure Improvements.
- D. Approved vegetation (if any) shall be established over all areas of any lot not covered by a hard or impervious surface in accordance with the Approved Plans.
- E. Developer shall, at its own expense, cause to be installed street signs of such type and at such locations as reasonably required by the City Engineer and in conformance with the Minnesota Department of Transportation Manual on Uniform Traffic Control Devices.
- F. Developer shall install silt fencing (or a grass buffer of three (3) feet after curbing is installed) prior to any grading or seven (7) days after the "small utilities" (gas, telephone, and electrical, etc.) have been installed, whichever occurs sooner.
- G. Developer shall install storm water retention/water quality ponds, volume control measures and other storm water facilities upon the Plat as shown on the Approved Plans and in accordance with current best management practices.
- H. Developer shall provide the City Clerk and the City Engineers with a pre-construction schedule for the pre-construction meeting(s). Said pre-construction meeting shall be a pre-requisite to any construction of public improvements commencing. Further, Developer shall notify the City Clerk and City Engineers one week prior to the initiation of road construction to coordinate review of construction activities. If the City Clerk and City Engineers are not notified, the Developer agrees to pay all additional costs for core samples, borings, or other inspections deemed reasonably necessary by the City. The Developer agrees that upon being billed by the City, Developer

will pay within thirty (30) days of the mailing of said billing the said additional amount.

2. **Intended Use of Lots.**

The City and Developer agree that the numbered lots in the Plat are intended only for commercial/industrial development in the number and the configuration as are shown on the Plat. Developer shall construct only one office/warehouse facility and trucking terminal per numbered lot, unless the lot is rezoned by the City in the future into a classification which would allow additional units to be constructed.

3. **Surety Requirements.**

A. **Surety Requirements.** Prior to the City Council's execution of this Developer's Agreement, the Developer will provide the City with an irrevocable letter of credit (or other surety as approved by the City Attorney), the "Letter of Credit" as security that the obligations of the Developer to the City under this Agreement shall be performed. The Letter of Credit shall be in the amount of \$690,000.00 representing the sum of 150% of the estimated cost of the City's Infrastructure Improvements as determined by the City Engineer. The Letter of Credit must meet the approval of the City Attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank located within 100 miles of the City of Nowthen) and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The Letter of Credit shall contain language requiring its automatic renewal prior to December 31 of each calendar year unless the City specifically approves cancellation of the Letter of Credit in writing.

The Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be December 31 of each calendar year), the financial institution issuing the Letter of Credit delivers written notice to the Letter of Credit issuer that it intends to modify the terms of, or cancel the Letter of Credit. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed to, the party requiring the Letter of Credit as outlined in Notice section of this Agreement, and is actually received by the City at least thirty (30) days prior to the renewal date.

B. **Drawing on Letter of Credit.** The City may draw on the Letter of Credit or surety after a default and failure to timely cure by the Developer hereunder.

The City may use such drawn upon funds to complete work not performed by the Developer as required in this Agreement including, but not limited to, Infrastructure Improvements, erosion control, and other such measures, to pay liens on any property to be dedicated to the City, to reimburse the City for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies which occur to the Infrastructure Improvements during the warranty period, or to otherwise fulfill the obligations of the Developer under this Agreement.

- C. **Deficient Letter of Credit.** In the event that any cash, irrevocable letter of credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, the Developer will pay, within thirty (30) days of the mailing of said billing such deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making such determination, immediately refund to the Developer any monies which the City has in its possession which exceeds the actual costs incurred by the City.
- D. **Special Assessment/Certification.** The Developer hereby agrees to allow the City to specially assess and/or certify to the Subject Property any and all costs incurred by the City in enforcing any of the terms of this Agreement in the event: (i) the Letter of Credit is insufficient; or (ii) the Developer fails to maintain the letters of credit or surety in the amount required above within thirty (30) days of mailing of written request by the City. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.
- E. **Renewal of Letter of Credit.** In the event any surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the City with a new Letter of Credit or other surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original Letter of Credit. If a new Letter of Credit is not received as required above, the City may without notice to the Developer declare a default in the terms of this Agreement and thence draw in part or in total, at the City's discretion, upon the expiring Letter of Credit to avoid the loss of surety for the continued obligations. The City Attorney shall approve the form of any irrevocable letter of credit or other surety prior to its issuance.

- F. **Bankruptcy.** In the event the Developer files bankruptcy, or in the event an involuntary bankruptcy proceeding is filed against the Developer and is not dismissed within sixty (60) days, or in the event a court appoints a receiver for the Developer, the City may draw on the Letter of Credit or surety in its full amount to secure its surety position. The City shall then release the remainder of the Letter of Credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the Letters of Credit under this Agreement.

4. **Surety Release.**

- A. Periodically, as payments are made by the Developer for the completion of portions of the Infrastructure Improvements and when it is reasonably prudent, the Developer may request of the City that the Letter of Credit be proportionately reduced for that portion of the Infrastructure Improvements and other requirements under this Agreement which have been fully completed and payment made therefore.
- B. The Developer may request of the City a reduction or release of any surety as follows:
 - i. When another acceptable letter of credit or surety is furnished to the City to replace a prior letter of credit or surety.
 - ii. When all or a portion of the Infrastructure Improvements have been installed, the Letter of Credit or surety may be reduced by the dollar amount attributable to that portion of Infrastructure Improvements so installed at such time as the City Engineers have certified to the City that the construction/installation of the Infrastructure Improvement(s) has or have been done and performed according to Approved Plans.

However, the City, at a minimum, shall retain the Letter of Credit in the amount of at least 10% of the estimated construction cost of the Infrastructure Improvements and landscaping costs during the two-year warranty period.

- iii. As to all requests brought under this paragraph B, the City shall have discretion whether to reduce or not to reduce the Letter of Credit or

surety; however, such approval for a reduction shall not be unreasonably withheld, conditioned or delayed.

C. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

5. **Abandonment of Project - Costs and Expenses.** In the event the Developer has abandoned the proposed development of the Plat, the City's costs and expenses related to attorney's fees, engineering fees, professional review, drafting of this Agreement, preparation of plans and specifications, completion of Infrastructure Improvements and any other expenses undertaken in reliance upon the Developer's various representations shall be paid by the Developer within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event the Developer has abandoned the project, in whole or in part, ceases substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from the Plat, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, the Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore or replace and repair any structures damaged by frost in the Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from the Plat and to facilitate mowing of the Plat. In the event that such costs are not paid, the City may specially assess or certify such costs against the lots within the Plat and/or take necessary legal action to recover such costs, including attorney's fees. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

6. **Developer to Pay City's Costs and Expenses.**

A. It is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement, and the approval of the Plat, as well as all reasonable engineering expenses incurred by the City in designing, approving, constructing, installing, and inspecting said Improvements described above. Specifically, the Developer shall pay an hourly fee for consulting engineering administration which shall include monitoring of construction, observation, consultation with the Developer and its engineers on status or problems regarding the project, monitoring during the warranty period and processing of requests for reduction in security. The Developer shall pay for construction

observation performed by the City's consulting engineers. Construction observation shall include full or part time observation at the sole discretion of the City. The Developer agrees to pay all such costs within thirty (30) days of billing by the City. Undisputed bills not paid within thirty (30) days of billing by the City shall accrue interest at the rate of 6% per year. Further, if the Developer fails to pay such amounts, then the City may specially assess or certify such costs against the Subject Property. In the event the City assesses the Subject Property for such costs, the Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes. The Developer has the right to request time sheets or work records to verify said billing prior to payment.

- B. All reasonable administrative, engineering and legal fees related to plan review, drafting of this Agreement and any other necessary items shall be payable to the City prior to any work commencing unless otherwise agreed to by the City.

- C. Further, if the Developer has not already done so, the Developer shall provide to the City, in cash or certified check, for deposit in an escrow fund, amounts for estimated future administrative and legal fees as well as City engineering and construction observation costs. The Developer shall establish an escrow account of \$20,000 with the City as partial payment of these costs prior to executing this Agreement. If the escrow amount is depleted, the Developer agrees to furnish additional monies as requested by the City. The City may withhold building permits if the Developer does not promptly rectify the escrow account. Any amounts not utilized from this escrow fund shall be returned to the Developer, without interest, when all improvements have been completed, all financial obligations to the City have been satisfied, and the required "as built" plans for road construction and any other work. If additional escrow is required or bills incurred beyond the escrow amount, the Developer shall be billed directly for such costs and there will be no acceptance of streets until all obligations have been fully paid. If the Developer fails to pay such bill(s) within thirty (30) days, then the City may: (i) secure the unpaid costs from either the Letter of Credit; (ii) specially assess or certify such costs against the Subject Property; or (iii) take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

7. **Erosion and Siltation Control.**

- A. Before any grading is started within the Subject Property, all erosion control measures as shown on the Approved Plans shall be strictly complied with as set forth in the Approved Plans as well as all requirements of the NPDES permit and any other permit requirements issued by the City, the County, the State or the Federal government. The Developer shall also install all erosion control measures deemed necessary by the City Engineer should the erosion control plan prove inadequate in any respect.
- B. The Developer shall be responsible for maintaining all erosion and sediment control measures in accordance with all City, County, and State regulations until the NPDES Permit responsibilities have been transferred to the Builder for individual lots. Upon transfer of NPDES Permit responsibilities, the Builder shall become responsible for maintaining all erosion and sediment control measures on the lot in accordance with the Building Permit Erosion and Sediment Control/Landscape Escrow Agreement with the City until the completion of final stabilization as defined in Appendix "B" of the NPDES Construction Permit.
- C. The Developer shall continue to be responsible for cleaning the streets on a daily basis, or as reasonably required by the City, and maintaining all storm sewer inlet protection devices through the duration of the two-year warranty period.

8. **Drainage Requirements.** The Developer shall comply with all requirements for drainage into any county ditch or other ditch through which water from the Subject Property may drain and shall make any necessary improvements or go through any necessary procedures to ensure compliance with any Federal, State, County or City requirements, all at the Developer's expense. In addition, the Developer shall fully comply with all reasonable recommendations made by the City Engineers relative to drainage improvements.

Developer shall not damage or interfere with the use of, or otherwise diminish the functionality of any existing field tiles without the written permission of the City Engineer. Any damage to existing field tile caused by the Developer or its contractors shall be repaired or replaced or rerouted at the sole expense of Developer.

9. **Maintain Public Property Damaged or Cluttered During Construction.**

- A. The Developer agrees to assume full financial responsibility for any damage which may occur to public property including but not limited to streets, street sub-base, base, bituminous surface, curb, utility system including but not limited to water mains, sewer mains, field tile, air release valves, shut-off valves, septic, well, sanitary sewer or storm sewer when said damage occurs as a result of the activity which takes place during the development of the Subject Property including, but not limited to, construction of improvements and home construction. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of the construction that takes place in the Subject Property.
- B. The Developer agrees that all construction debris shall be placed in enclosed areas approved by the City. The Developer further agrees to clean the streets and maintain all storm sewer inlet control devices on a daily basis or as reasonably required by the City. The Developer further agrees that any damage to public property occurring as a result of construction activity including, but not limited to home construction, within the Plat will be repaired immediately if deemed to be an emergency by the City. The Developer further agrees that any damage to public property as a result of construction activity within the Plat will be repaired within three (3) business days of being notified by the City of the damage. This notice requirement shall not apply if the damage is deemed to be an emergency by the City.
- C. If the Developer fails to timely clean the streets or repair or maintain public property after being notified by the City, the City may undertake action to make or cause streets and/or public property to be cleaned up, repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all of its expenses within thirty (30) days of its billing to the Developer. If the Developer fails to pay said bill within thirty (30) days, then the City may specially assess or certify such costs against the lots within the Plat and/or take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to attorneys' fees incurred by the City as a result of such legal action. Developer agrees not to contest the authority of the City to assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.
10. **Easement Rights.** Developer and its successor and assign hereby grant to the City, its agents, employees, officers, and contractors a permanent non-exclusive easement for the right of entry within the Plat for the purpose of inspection and/or to

accomplish any and all work or to take any and all corrective action deemed reasonably necessary by the City in their sole discretion pursuant to the terms of this Agreement. Developer, and its successors and assigns, shall have a permanent non-exclusive easement over all public ally dedicated areas within the Plat; or, any utility easements on the Plat, in order to access utility connections.

11. **Miscellaneous.**

- A. The Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at the Developer's sole expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.
- C. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, assigns or third parties.
- D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.
- F. The Developer represents to the City that the Plat complies with all City, County, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, building codes and environmental regulations. The Developer agrees to obtain all required Federal, State, County, City and other local permits. If the City determine that the Plat does not comply, the City may, at its option, refuse to allow construction or development work in the Plat until the Developer so complies. Upon the City's demand, the Developer shall cease work until there is compliance as determined by the City.

- G. Prior to the execution of this Agreement and prior to the start of any construction on the Subject Property, Developer shall provide the City with evidence of good and marketable title to the Subject Property. Evidence of good and marketable title shall consist of a title insurance policy or title insurance commitment from a national title insurance company, or an abstract of title updated by an abstract company registered under the laws of the State of Minnesota.
- H. Developer shall comply with and receive all required permits relating to storm water, wetland reconstruction activities, ponding and wetland related restrictions, if any, required by the County, City and/or any applicable provisions of State and Federal law.
- I. Within thirty (30) days after completion of construction of Infrastructure Improvements and prior to any such improvements being accepted, the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements within the Plat and Grading Plan. The foregoing shall include certification by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City with appropriate access easements from a public road for maintenance activities.
- J. Any disturbed slopes, eroded channels, and other non-turfed areas shall be graded to appropriate slopes (4:1 or flatter if practical) and established with turf or stabilized with appropriate cover according to Approved Plans.
- K. Third parties shall have no recourse against the Developer or the City under this Agreement.
- L. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other Agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- M. Developer shall provide to the City a completed signed paper copy of the mylar of the final Plat as recorded with the Office of the County Recorder.
- N. The City shall submit to the Minnesota Department of Transportation ("MnDOT") an application for an access permit for 204th Avenue NW on

behalf of Developer. Developer shall reimburse the City for all costs associated with apply and obtaining the permit including, but not limited to, engineering costs, application fees, security deposits, plans and specifications, surveys and other documents necessary to obtain the access permit.

Developer shall comply with all terms and conditions of any access permit issued by MnDOT including, but not limited to, the construction, at its sole cost, any bypass or turn lanes on Saint Francis Boulevard NW to serve the lots within the Plat. The cost of constructing any bypass or turn lanes, including, but not limited to, easement acquisition, engineering, surveying, and any wetland impacts and associated restoration, according to the terms of the access permit and the Approved Plans shall be the sole responsibility of the Developer.

- O. With the exception of the cul-de-sac, Developer shall construct, at its sole cost, “204th Avenue NW” to City gravel road standards prior to October 31, 2021 in accordance with the Approved Plans and all MnDOT design and safety criteria (including site distance) as per the MnDOT Road Design Manual. The cost of constructing said roadway to City gravel standards, including, but not limited to, easement acquisition, engineering, surveying, and any wetland impacts and associated restoration, according to Approved Plans shall be the sole responsibility of the Developer.

Thereafter, Developer shall reconstruct to bituminous road standards, at its sole cost, “204th Avenue NW” ending in a temporary cul-de-sac to serve the lots within the Plat in accordance with the Approved Plans and all MnDOT design and safety criteria as per the MnDOT Road Design Manual at such time as Outlot A is platted or otherwise subdivided or September 1, 2022 whichever event occurs first. The cost of constructing said roadway to City bituminous standards, including, but not limited to, any additional easement acquisition, engineering, surveying, and any wetland impacts and associated restoration, according to Approved Plans shall be the sole responsibility of the Developer. This roadway will eventually be extended to serve the future development of the adjacent property at the time of final platting of future phases. Further, the Developer shall, at its expense, install a sign advising residents that the street is to be extended at some future point to the next property. The sign, the language used, and the sign’s location shall be subject to the approval of the City Engineer.

Notwithstanding the above, the first lift of bituminous pavement shall be constructed prior to the City issuing any final Certificates of Occupancy for any lots within the proposed development.

- P. If required by the City, the Developer shall enter into a maintenance agreement with the City to snowplow the streets within the Plat until such time as the streets located within the Plat are accepted by the City. The maintenance agreement shall be in a form acceptable to the City Attorney.
- Q. Developer, its successor or assigns, agrees that each lot located within the Plat shall be responsible for an equal share of the City's costs to maintain and administer any storm water ponds and infiltration basins located within the Plat. Said Developer, its successor or assigns, hereby agrees to allow the City to specially assess or certify to each such Lot an equal share of any and all costs incurred by the City in maintaining said storm water ponds and infiltration basins and drainage easements. Should the City assess the Lots as provided above for said maintenance and administrative costs, Developer, its successor or assigns, agrees not to contest the authority of the City to assess the Lots on the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.
- R. Developer shall at all times comply with Interim Use Permit for Outdoor Storage/Conditional Use Permit for Deviation from Building Material Standards dated July 13, 2021, which is attached hereto and made a part hereof as Exhibit J.

12. **Violation of Agreement.**

- A. Except as otherwise provided in this Agreement, upon any default by Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give the defaulting party thirty (30) days mailed notice thereof (via certified mail), and if such default is not cured within said thirty (30) day period, the City is hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the City in full. The thirty (30) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer, the City may thence immediately and without notice or consent of the Developer draw on the Letter of Credit, complete the Developer's obligations under this Agreement, specially assess or certify the costs thereof against Developer's lots within the Plat and/or bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement, plus all reasonable costs and attorney's fees incurred in enforcing this Agreement. Developer agrees not to contest the authority of the City to

assess the Subject Property or appeal such assessment or certification and waives all statutory rights of appeal under any applicable Minnesota Statutes.

- B. Notwithstanding the 30 day notice period provided for in paragraph 12A above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this Agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City make good-faith, reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.
 - C. Paragraph 12A above shall not apply to any acts or rights of the City under paragraph 3 (Surety Requirements), and no notice need be given to the Developer as a condition precedent to the City declaring a default or drawing upon the expiring irrevocable letter of credit as therein authorized. The City may elect to give notice to the Developer of the City's intent to draw upon the surety without waiving the City's right to draw upon the surety at a future time without notice to the Developer.
 - D. Any uncured default of any of the terms of this Agreement by the Developer shall be grounds for denial of building permits.
13. **Development Fees to the City.** In addition to the expenses already identified in this Agreement, the Developer shall also be responsible for payment of the Park Dedication Fee in the amount of \$2,000 and Trail Fee in the amount of \$500 prior to the City Council's consideration of this Agreement.
14. **Dedications to the City.** The Developer, upon presentation to the City of evidence of good and marketable title to Subject Property, and upon completion of all construction work and certification of completion by the City Engineer, shall make the following dedications to the City:
- A. Access to drainage and utility easements including, but not limited to storm water ponds and infiltration basins located within the Plat in a form and with legal descriptions acceptable to the City Attorney.
 - B. All road rights-of-way within the Plat (204th Street NW). Prior to the City's acceptance of said dedications the Developer shall provide the City with CAD formatted "as built" or "record drawings" for all improvements done in

the construction of the roads as well as any modified designs that show the changes to the Approved Plans. Acceptance by the City of any dedication shall occur upon passage of a resolution to such effect by the City Council. All dedications shall be in a form and with legal descriptions acceptable to the City Attorney.

15. **Phased Development.** The City may refuse to approve final plats of subsequent phases, if any, until public improvements for all prior phases have been satisfactorily completed. Development of subsequent phases may not proceed until the City approve development agreements for such phases. Approval of this phase of the Plat shall not be construed as approval of future phases, if any, nor shall approval of this phase bind the City to approve future development phases. The City's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, Building Codes and other Ordinances shall govern all future Development phases, if any, in effect at the time such future development phases are approved by the City.
16. **Indemnity.** To the extent allowed by applicable law, Developer shall hold the City, its respective governing boards, its agents, employees, contractors, and representatives harmless from any and all claims made by the City and third parties for damages sustained or costs incurred as a result of the Plat approval and development. To the extent allowed by applicable law, Developer shall indemnify the City and its officers and employees for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this Agreement.
17. **Assignment of Contract.** The obligations of the Developer under this Agreement cannot be assigned without the express written consent of the City through resolution which consent shall not be unreasonably withheld, conditioned or delayed.
18. **Limited Approval.** Approval of this Agreement by the City in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
19. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the City as a result of the City's efforts to enforce the terms of this Agreement against Developer. Said fees include reasonable attorney's fees, engineer's fees, planner's fees, and any other reasonable professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and reasonable professional fees incurred by the City in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.

20. **Plans Attached as Exhibits.** All Approved Plans and exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this Agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
21. **Integration Clause, Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties and neither party is relying on any prior agreement or statement(s), whether oral or written. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.
22. **Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand to City Clerk or registered mail addressed as follows to the remaining parties at the following address:

City of Nowthen:

City of Nowthen
8188 199th Avenue NW
Nowthen, MN 55330

Developer:

CST Companies, LLC
11717 205th Avenue NW
Elk River, MN 55330

23. **Agreement Effect.** This Agreement shall run with the land and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed on the day and year first above written.

CITY OF NOWTHEN

Jeff Pilon, Mayor

Lori Streich, Clerk

NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021,
by Megan M. Toft as Chief Executive Officer of CST Companies, LLC.

NOTARY PUBLIC

DRAFTED BY:
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
P.O. Box 369
St. Michael, MN 55376
(763) 497-1930

**CITY OF NOWTHEN
ANOKA COUNTY, MINNESOTA**

CITY COUNCIL

**FINDINGS & DECISION
MINOR SUBDIVISION**

APPLICANTS: Marilyn J. Kontz Trust, Steven Kontz Trustee

APPLICATION: Request for approval of a 3-lot subdivision
PID Number: 32-33-25-44-0001

CITY COUNCIL MEETING: September 14, 2021

FINDINGS: Based upon review of the application and evidence received, the City Council of the City of Nowthen now makes the following findings of fact:

Whereas, the legal description of the property is THE SE1/4 OF SE1/4 OF SEC 32
TWP 33 RGE 25, EX RD, SUBJ TO EASE OF REC;

Whereas, the subject site is zoned RRA, Rural Residential Agriculture;

Whereas, the applicant owns one +/-40-acre parcel which is vacant and currently being farmed;

Whereas, the applicant wishes to subdivide three (3) new lots, two of which will be sold for development of single family homes (Parcels A and B), and Parcel C will continue to be farmed;

Whereas, the property abuts 181st Avenue NW/CR 64 for which the dedication of additional road easement will be required;

Whereas, the subdivision has been laid out to accommodate future local street access in an east-west configuration to ultimately connect with the adjoining parcels in a unified neighborhood;

Whereas, adherence with Section 10 (Subdivision Ordinance) of the City Code is required, including: Section 10-1-4.D: The City Council emphasizes the point that a legal conveyance does not imply a buildable lot. Any land division intended to be used for residential development must be accepted by the City Council and meet all City standards as specified in Section 10-3-5 of this Chapter.

Whereas, Parcel A, when subdivided, shall be split via provision of a local east-west street connection and direct access to a public street without flag lot or easement access;

Whereas, a private shared driveway will be located on the line between Parcels A and B and may separate outside of the 181st Avenue right-of-way;

Whereas, the applicant agrees that no future divisions will be permitted by the same owner without the written approval of the Nowthen City Council and through the platting process;

Whereas, the following driveway standards of City Code Section 11-6-2.J.4 shall be required:

Effective June 19, 2020, all new principal uses shall be required to provide driveway access that complies with the following:

- a. The driveway shall be a minimum of twelve (12) feet in width for single dwellings, or two dwellings which share a driveway, and shall be designed to accommodate the maneuvering and turnaround of emergency vehicles and fire apparatus in accordance with Section 503 of the International Fire Code.
- b. The driveway shall be a minimum of twenty (20) feet in width for three or more dwellings sharing a driveway access.
- c. A driveway turnaround shall be required for all properties which do not meet the standards established in Section 4e of this subsection.
- d. Overhead clearance shall be no less than 13 feet, 6 inches for the passage of fire vehicles beneath trees, power lines, property entrances, and any other building overhangs, appurtenances, or site features between the public road and principal structure(s).
- e. The distance as measured from the driveway or public street to all sides of the principal structure(s) must be within 250 feet to allow fire hose access.

Whereas, the Planning Report dated August 19, 2021 prepared by the City Planner, The Planning Company LLC, is incorporated herein;

Whereas, the Nowthen Planning and Zoning Commission considered the request at their regular meeting on August 24, 2020 and recommended approval by a vote of 7-0.

DECISION: Based on the foregoing information and applicable ordinances, the City Council approves **the Minor Subdivision** subject to the following conditions:

1. The survey is revised to address all lot split requirements as outlined in Section 10 of the City Code and as outlined herein.
2. Review and approval of the overall wetland delineation by the City's Wetland Specialist and completion of a MNRAM assessment will be required to define wetland types and buffer widths. Buffers shall be included on the survey and maintained with natural vegetation, with the exception of those currently being farmed on Parcel C until said parcel is brought out of Agricultural status.
3. The shared driveway access to CR 64 is reviewed and approved by Anoka County and all required permits for access and work within the ROW are obtained.

4. Legal description for the right-of-way required for CR 64, 181st Avenue, are prepared by the applicant's surveyor, reviewed and approved by the City Engineer and dedicated to the County via a permanent roadway easement recorded with Anoka County.
5. Lot buildability for each parcel shall be shown on the survey as follows: standards require soil borings with soil properties and percolation rates suitable for primary/backup septic systems and structures, one acre of contiguous land per parcel, minimum of 23,000 square feet with a 3-foot separation above the highest known water table, a basement elevation 1 foot above mottled soils, and usable yards. If separation cannot be achieved using existing soils, fill can be brought in to create the separation.
6. The proposed lots must include primary and secondary septic system drain field areas as required under Sections 9 and 10 of the City Code.
7. Building pad locations and low floor elevations shall be shown for all parcels, to be reflective of separation from mottling and protection from flood/overflow elevations.
8. A driveway access onto 181st Avenue is shared by Parcels A and B, which shall meet all Anoka County requirements including access and work within the ROW permits.
9. Driveways shall meet the standards required by City Code Section 11-6-2.J.4, as outlined herein.
10. Future subdivision of Parcel A shall not be allowed by easement access, flag lot access, special use permit or variance, but rather through the provision of local street access with frontage on a public street.
11. A building permit shall be prohibited for Parcel C unless lot buildability, septic information and park/trail dedication fees are paid.
12. No future divisions will be permitted by the same owner without the written approval of the Nowthen City Council and through the platting process.
13. No wetlands may be impacted during construction of the private driveway, any grading on site or construction of homes.
14. Prior to issuance of the certificate of occupancy for homes on any of the three lots, a permanent address placard must be placed at the driveway entrance or on the structure so that it's visible from the public road(s).
15. The applicant must have deeds drafted, for review by the City Engineer, that reflect the new legal descriptions and easement designations for road ROW which shall be submitted to the City of Nowthen for approval prior to recording at Anoka County.
16. The park and trail dedication fee of \$2,500 PER LOT (for the three (3) new lots) shall be paid prior to the City signing final documents, before recording.

17. All costs associated with the review of the submitted survey(s), documents, and any other costs generated by the City or its representatives are the responsibility of the applicants.

MOTION BY: Ames

SECOND BY: Haapala

ALL IN FAVOR: 7

THOSE OPPOSED: 0

ADOPTED by the Planning and Zoning Commission of the City of Nowthen this 24th day of August 2021.

CITY OF NOWTHEN

By: _____
Chair Dale Ames

Attest: _____
Lori Streich, City Clerk

**CITY OF NOWTHEN
ANOKA COUNTY, MINNESOTA**

PLANNING & ZONING COMMISSION

**FINDINGS & RECOMMENDATION
MINOR SUBDIVISION**

APPLICANTS: Marilyn J. Kontz Trust, Steven Kontz Trustee

APPLICATION: Request for approval of a 3-lot subdivision
PID Number: 32-33-25-44-0001

PLANNING & ZONING COMMISSION MEETING: August 24, 2021

FINDINGS: Based upon review of the application and evidence received, the Planning and Zoning Commission of the City of Nowthen now makes the following findings of fact:

Whereas, the legal description of the property is THE SE1/4 OF SE1/4 OF SEC 32
TWP 33 RGE 25, EX RD, SUBJ TO EASE OF REC;

Whereas, the subject site is zoned RRA, Rural Residential Agriculture;

Whereas, the applicant owns one +/-40-acre parcel which is vacant and currently being farmed;

Whereas, the applicant wishes to subdivide three (3) new lots, two of which will be sold for development of single family homes (Parcels A and B), and Parcel C will continue to be farmed;

Whereas, the property abuts 181st Avenue NW/CR 64 for which the dedication of additional road easement will be required;

Whereas, the subdivision has been laid out to accommodate future local street access in an east-west configuration to ultimately connect with the adjoining parcels in a unified neighborhood;

Whereas, adherence with Section 10 (Subdivision Ordinance) of the City Code is required, including: *Section 10-1-4.D: The City Council emphasizes the point that A LEGAL CONVEYANCE DOES NOT IMPLY A BUILDABLE LOT. Any land division intended to be used for residential development must be accepted by the City Council and meet all City standards as specified in Section 10-3-5 of this Chapter.*

Whereas, Parcel A, when subdivided, shall be split via provision of a local east-west street connection and direct access to a public street without flag lot or easement access;

Whereas, a private shared driveway will be located on the line between Parcels A and B and may separate outside of the 181st Avenue right-of-way;

Whereas, the applicant agrees that no future divisions will be permitted by the same owner without the written approval of the Nowthen City Council and through the platting process;

Whereas, the following driveway standards of City Code Section 11-6-2.J.4 shall be required:

Effective June 19, 2020, all new principal uses shall be required to provide driveway access that complies with the following:

- a. The driveway shall be a minimum of twelve (12) feet in width for single dwellings, or two dwellings which share a driveway, and shall be designed to accommodate the maneuvering and turnaround of emergency vehicles and fire apparatus in accordance with Section 503 of the International Fire Code.
- b. The driveway shall be a minimum of twenty (20) feet in width for three or more dwellings sharing a driveway access.
- c. A driveway turnaround shall be required for all properties which do not meet the standards established in Section 4e of this subsection.
- d. Overhead clearance shall be no less than 13 feet, 6 inches for the passage of fire vehicles beneath trees, power lines, property entrances, and any other building overhangs, appurtenances, or site features between the public road and principal structure(s).
- e. The distance as measured from the driveway or public street to all sides of the principal structure(s) must be within 250 feet to allow fire hose access.

Whereas, the Planning Report dated August 19, 2021 prepared by the City Planner, The Planning Company LLC, is incorporated herein;

Whereas, the Nowthen Planning and Zoning Commission considered the request at their regular meeting on August 24, 2020.

RECOMMENDATION: Based on the foregoing information and applicable ordinances, the Planning and Zoning Commission approves **the Minor Subdivision** subject to the following conditions:

1. The survey is revised to address all lot split requirements as outlined Section 10 of the City Code and as outlined herein.
2. Review and approval of the overall wetland delineation by the City's Wetland Specialist and completion of a MNRAM assessment will be required to define wetland types and buffer widths. Buffers shall be included on the survey and maintained with natural vegetation, with the exception of those currently being farmed on Parcel C until said parcel is brought out of Agricultural status.

3. The shared driveway access to CR 64 is reviewed and approved by Anoka County and all required permits for access and work within the ROW are obtained.
4. Legal description for the right-of-way required for CR 64, 181st Avenue, are prepared by the applicant's surveyor, reviewed and approved by the City Engineer and dedicated to the County via a permanent roadway easement recorded with Anoka County.
5. Lot buildability for each parcel shall be shown on the survey as follows: standards require soil borings with soil properties and percolation rates suitable for primary/backup septic systems and structures, one acre of contiguous land per parcel, minimum of 23,000 square feet with a 3-foot separation above the highest known water table, a basement elevation 1 foot above mottled soils, and usable yards. If separation cannot be achieved using existing soils, fill can be brought in to create the separation.
6. The proposed lots must include primary and secondary septic system drain field areas as required under Sections 9 and 10 of the City Code.
7. Building pad locations and low floor elevations shall be shown for all parcels, to be reflective of separation from mottling and protection from flood/overflow elevations.
8. A driveway access onto 181st Avenue is shared by Parcels A and B, which shall meet all Anoka County requirements including access and work within the ROW permits.
9. Driveways shall meet the standards required by City Code Section 11-6-2.J.4, as outlined herein.
10. Future subdivision of Parcel A shall not be allowed by easement access, flag lot access, special use permit or variance, but rather through the provision of local street access with frontage on a public street.
11. A building permit shall be prohibited for Parcel C unless lot buildability, septic information and park/trail dedication fees are paid.
12. No future divisions will be permitted by the same owner without the written approval of the Nowthen City Council and through the platting process.
13. No wetlands may be impacted during construction of the private driveway, any grading on site or construction of homes.
14. Prior to issuance of the certificate of occupancy for homes on any of the three lots, a permanent address placard must be placed at the driveway entrance or on the structure so that it's visible from the public road(s).
15. The applicant must have deeds drafted, for review by the City Engineer, that reflect the new legal descriptions and easement designations for road ROW which shall be submitted to the City of Nowthen for approval prior to recording at Anoka County.
16. The park and trail dedication fee of \$2,500 PER LOT (for the three (3) new lots) shall be paid prior to the City signing final documents, before recording.

17. All costs associated with the review of the submitted survey(s), documents, and any other costs generated by the City or its representatives are the responsibility of the applicants.

MOTION BY: Ames

SECOND BY: Haapala

ALL IN FAVOR: 7

THOSE OPPOSED: 0

ADOPTED by the Planning and Zoning Commission of the City of Nowthen this 24th day of August 2021.

CITY OF NOWTHEN

By: _____
Chair Dale Ames

Attest: _____
Lori Streich, City Clerk

Proposed Property Description Parcel A:

The East 450.00 feet of the North 583.00 feet of the Southeast Quarter of the Southeast Quarter AND that part of the East 300.00 feet of said Southeast Quarter of the Southeast Quarter lying south of said North 583.00 feet, all in Section 32, Township 33, Range 25, Anoka County, Minnesota.

Proposed Property Description Parcel B:

That part of the South 569.00 feet of the West 415.00 feet of the East 715.00 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 33, Range 25, Anoka County, Minnesota lying easterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 31 minutes 48 seconds West, assumed bearing, along the south line thereof, a distance of 600.04 feet to the point of beginning of the line being described; thence North 20 degrees 04 minutes 41 seconds West, a distance of 338.16 feet to the west line of said East 715.00 of the Southeast Quarter of the Southeast Quarter and said line there terminating.

Proposed Property Description Parcel C:

The Southeast Quarter of the Southeast Quarter of Section 32, Township 33, Range 25, Anoka County, Minnesota, EXCEPTING THEREFROM the East 450.00 feet of the North 583.00 feet.

ALSO EXCEPTING THEREFROM that part of the East 300.00 feet of said Southeast Quarter of the Southeast Quarter lying south of said North 583.00 feet.

ALSO EXCEPTING THEREFROM that part of the South 569.00 feet of the West 415.00 feet of the East 715.00 feet of the Southeast Quarter of the Southeast Quarter of Section 32, Township 33, Range 25, Anoka County, Minnesota lying easterly of the following described line: Commencing at the southeast corner of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 31 minutes 48 seconds West, assumed bearing, along the south line thereof, a distance of 600.04 feet to the point of beginning of the line being described; thence North 20 degrees 04 minutes 41 seconds West, a distance of 338.16 feet to the west line of said East 715.00 of the Southeast Quarter of the Southeast Quarter and said line there terminating.

DRAFT 9/7/21

CITY OF NOWTHEN
ANOKA COUNTY, MINNESOTA

ORDINANCE NO. 2021-04

AN ORDINANCE AMENDING CHAPTER 11 OF THE CITY CODE REGARDING ACCESSORY
STRUCTURES WITHIN THE FRONT YARD

The City Council for the City of Nowthen hereby ordains:

SECTION 1. City Code Section 11-4-2, Accessory Structures, is hereby amended to read as follows:

11-4-2: ACCESSORY STRUCTURES:

A. Detached accessory structures shall be located in ~~the~~ side or rear yards.

1. Accessory structures ~~They~~ shall comply with all setback requirements of the principal structure.

2. ~~They~~ Accessory structures shall not be located nearer the front lot line than the principal structure or three hundred (300) feet setback from the centerline of local, collector or arterial streets.

~~2.3.~~ If the pPrincipal sStructure is closer to the front lot line or a public road than the required setback, any ~~additional~~ accessory structure shall ~~comply with the setback requirements for the~~ be setback a distance equal to or behind the principal structure, ~~except that~~ provided no accessory structure is permitted closer than thirty-five (35) feet from the front property line or side property line (in the case of corner lots) or 70 feet from the street centerline, whichever is greater.

4. ~~O~~-e (1) accessory structure may be located in the front yard (OR side yard in the case of corner lots, but not both), closer to the front OR side lot line than the principal structure, provided: ~~it meets the following criteria:~~

a. The structure is not closer than thirty-five (35) feet from the front property line (or side property line in the case of corner lots) or 70 feet from the street centerline, whichever is greater.

~~1. The accessory structure shall comply with the minimum setback requirements for the principal structure.~~

2. ~~b.~~ b. The overall floor area of the accessory structure ~~may~~ shall not exceed eight hundred (800) square feet, with sidewall height not to exceed ten (10) feet.

~~c.~~ 3. The exterior color and materials, such as ~~roofing shingles, siding, roof pitch, door/window style, wainscot, trim and other design elements and trim~~ of the accessory structure must ~~be similar in color and materials to match~~ the principal structure, ~~as well as the roof pitch and other design elements.~~

d. Pole style accessory buildings with sheet metal siding shall not be permitted unless the principal structure incorporates this style/material.

4. ~~e.~~ e. The building may not be located more than sixty (60) feet from the principal structure, nor directly in front of it. ????

B. An Accessory Structure shall not be constructed on any lot prior to the ~~principle~~ principal structure. Color and design ~~is to~~ shall compliment the ~~principle~~ principal structure, and unpainted galvanized metal shall not be used. A minimum 3/12-roof pitch is required. Elliptical roof shapes are only permitted for agricultural uses (as defined in this Chapter).

C. Number of Accessory Structures:

1. On lots ten (10) acres or more, there is no limit to the number or maximum square footage of accessory structures.
2. On lots of five (5) acres but less than ten (10), a maximum of three (3) accessory structures are allowed, with a total floor area not to exceed six thousand four hundred (6,400) square feet in size, and maximum height of thirty (30) feet.
3. On lots two and one half (2.5) acres but less than five (5) acres, a maximum of two (2) accessory structures are allowed, with a total floor area not to exceed three thousand two hundred (3,200) square feet in size and a maximum height of twenty-five (25) feet.
4. On lots less than two and one half (2.5) acres, a maximum of one (1) accessory structure is allowed, with a total floor area not to exceed two thousand four hundred (2,400) square feet in size and a maximum height of twenty-five (25) feet.

5. On lots in Planned Unit Developments a maximum of one (1) accessory structure is allowed with a total floor area not to exceed one thousand six hundred (1,600) square feet in size and twenty-five (25) feet in height.
 6. One (1) additional garden shed/playhouse type structure, not exceeding one hundred twenty (120) square feet is permitted.
- D. If property is split with existing buildings, the size of any parcel must be large enough to accommodate the number and square footage of accessory structures ~~as stated previously in~~ permitted by this Section. (Ordinance #3, adopted November 9, 2010)

SECTION 4. This Ordinance shall be effective immediately upon its passage and publication.

Passed and adopted this 14th day of September 2021 by the City Council of the City of Nowthen.

Jeff Pilon, Mayor

ATTEST:

Lori Streich, City Clerk

Anoka County Parcel Viewer

2.5 ac parcel allowed 2 accessory buildings up to 3,200 SF total

Existing 1,920 SF

150' req'd front setback

35' from house (no more than 60 feet) & not in front of it

BAUGH ST NW

35'

1

2

3

4

65'

38'

194TH LN NW

POSSIBLE SHED LOCATIONS

#1 - 20x40 allowed per Draft Ordinance 2021-04, with 35' setback from front prop. line

#2 - Does not work, as building is in front of house (per definition of front)

#3 - Lesser setback allowed on two sides? (Ord. would need to specify)

#4 - Meets front yard setback from Baugh St. and 35' from side lot line

EXHIBIT COINCIDES WITH DRAFT ORDINANCE 2021-04

SEPT. 2021 by TPC

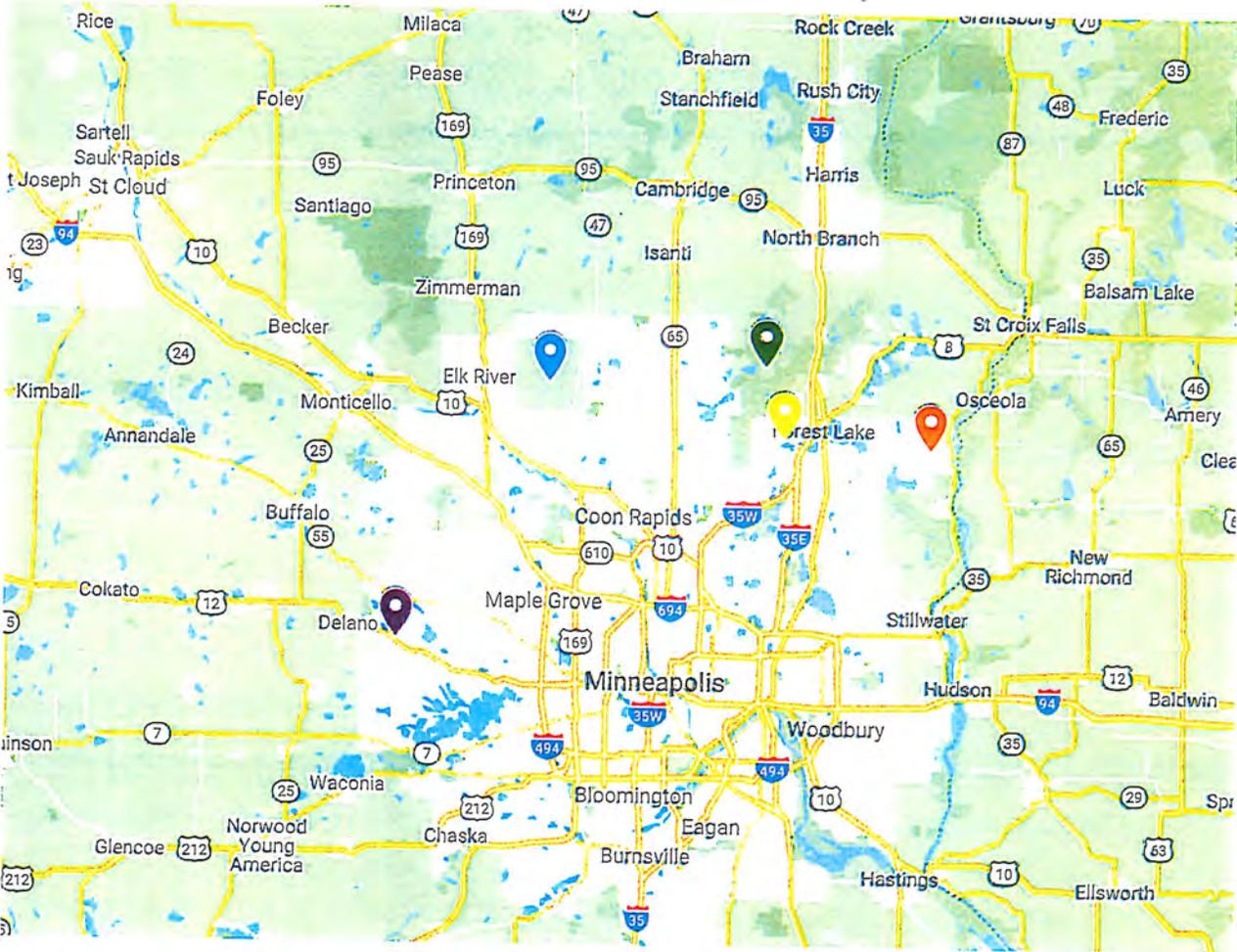


	(partial) 2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
City TA (ordinance, zoning, comp plan work)	\$ 3,204.00	\$ 6,763.84	\$ 10,559.80	\$ 10,536.96	\$ 3,784.40	\$ 1,900.00	\$ 13,100.50	\$ 6,662.60	\$ 16,768.33	\$ 8,010.00
Private TA (all private projects like IUPs, plats)		\$ 20,338.43	\$ 21,757.60	\$ 17,322.09	\$ 35,827.89	\$ 16,975.15	\$ 25,438.05	\$ 28,197.90	\$ 18,602.40	\$ 32,491.50
Zoning Admin. (pass through, bldg. permits)		\$ 3,905.30	\$ 8,111.72	\$ 3,501.15	\$ 11,606.68	\$ 7,111.66	\$ 12,752.23	\$ 5,216.24	\$ 5,667.76	\$ 10,190.08
Zoning Admin. (general, city cost)		\$ 6,146.09	\$ 12,456.04	\$ 22,912.28	\$ 15,970.10	\$ 14,907.03	\$ 9,601.95	\$ 11,141.40	\$ 12,909.12	\$ 5,711.28
Code Maintenance/Code Enforcement	\$ 4,876.00	\$ -	\$ 80.00	\$ 760.00	\$ -	\$ -	\$ 639.33	\$ 2,600.22	\$ 2,452.00	\$ 4,290.00
Meetings	\$ 1,000.00	\$ 3,750.00	\$ 5,000.00	\$ 6,625.00	\$ 6,250.00	\$ 4,500.00	\$ 5,750.00	\$ 5,100.00	\$ 6,010.00	\$ 6,250.00
Year-End Total	\$ 9,080.00	\$ 40,903.66	\$ 57,965.16	\$ 61,657.48	\$ 73,439.07	\$ 45,393.84	\$ 67,282.06	\$ 58,918.36	\$ 62,409.61	\$ 66,942.86
City Responsibility (excludes pass-thru fees)	\$ 9,080.00	\$ 16,659.93	\$ 28,095.84	\$ 40,834.24	\$ 26,004.50	\$ 21,307.03	\$ 29,091.78	\$ 25,504.22	\$ 38,139.45	\$ 24,261.28

Comparable Cities

- 📍 Nowthen
- 📍 Scandia
- 📍 Independence
- 📍 Columbus
- 📍 Linwood Township

Cities chosen based on population, change in population from 2010 to 2021 (change %), and density of residents per square mile



**City of Nowthen Zoning Fee Comparison
July 2021**

	2021 Pop.	2010 Census	Change % Density per sq mile	Contract Planner or Staff	Minor Subdiv.			Plat			Conditional Use Permit (CUP) or Interim Use Permit (IUP)			Variance			Right-of-Way (ROW)			Wetland Delineation			Notes
					Fee	Escrow	Other/Checklist	Fee	Escrow	Other/Checklist	Fee	Escrow	Other/Checklist	Fee	Escrow	Other/Checklist	Fee	Escrow	Other	Fee	Escrow	Other	
NOWTHEN	4,785	4,446	7.62% 21	Contract	\$200 + \$50/lot fee	\$1,000	Park Dedication: \$2000/lot Trail Fee: \$500/lot Checklist	Prelim & Final: \$200 + \$50/lot fee	\$1,500	Public Hearing: \$250 Security Escrow: 150% of estim. const. costs Engineering Escrow: 7% of initial security amount Administration: 1% of total const. cost	CUP & IUP: \$200	CUP & IUP: \$1,000	Public Hearing: \$250 Recording: \$46/lot	\$200	\$1,000	Public Hearing: \$250 Recording: \$46/lot	see other		ROW \$150 one time regist. fee, \$150 for 0-1,000 linear ft, \$30 ea. add. linear ft	\$2,000			
SCANDIA	4,222	3,939	7.18% 18	Contract	\$100	\$1,000	Park Dedication: \$3,000 each parcel	Prelim: \$250 Final: \$200	Prelim: \$1,500 Final: \$1,000	Park Dedication: \$3,000 each parcel	CUP: \$200 - \$750 IUP: \$200	CUP: \$1,500 - \$3,000 IUP: \$1,000		\$200	\$800		\$350	\$1,000		\$100	\$800		Services performed by city personnel will be billed at 1 1/2 times the actual payroll hourly rate; consultant rates are at the current hourly rate.
INDEPENDENCE	3,801	3,523	7.89% 17	Contract	\$1,250	\$750	Park Dedication: \$3,500/lot up to 4.99 acres plus \$750/acre over 5 acres	Prelim & Final: \$1750	\$1,500 plus \$250/lot	Park Dedication: \$3,500/lot up to 4.99 acres plus \$750/acre over 5 acres	Resid: \$1,250 Comm: \$1,750	Resid: \$750 Comm: \$1,500		Simple: \$1,250 Complex: \$1,750	Simple: \$750 Complex: \$1,500		\$1,250	\$750		\$300	\$700		Staff time in excess of application fees is \$100/hour for professional staff and \$50/hour for clerical; after-the-fact permits are double.
COLUMBUS	4,208	3,917	7.43% 14	Both, Contract Planner handles larger projects	\$100	\$2,000 plus assoc. cost	Lot line adjustment, all others pay plat fee	\$100	\$2,000	\$200 hearing, plus any assoc. costs	CUP & IUP: \$200	CUP & IUP: \$1,500	plus any assoc. costs	\$150	\$500	plus any assoc. costs	\$57		plus any assoc. costs	Not Identified			Associated costs include attorney, engineer and planner; residential park fee is \$1,525/lot and commercial park fee is \$762.50/lot
Linwood was added because, has similar population and growth rate. Noted: density of population is greater than others mostly due to total size of township and many lakes (homes surrounding lakeshore)																							
LINWOOD TOWNSHIP	5,442 (2019)	5,123	6.22% 154	In process of hiring a contract planner				Prelim: \$350 plus \$100 per proposed lot Final: \$100	Prelim. (as determined by Zoning Admin., \$1,500 min. fee)	Checklist	\$350	Escrow may be required	Checklist	\$350	Escrow if applicable	Checklist	\$200						Have been losing money on flat fee process so plan to change to a pass-through fee system; processing is getting more and more complex so need a professional planner.

Data collected from city websites, city office staff, United States Census Bureau, and <https://worldpopulationreview.com/states/cities/minnesota>



DEVELOPMENT REVIEW PROCESS & RESPONSIBILITY MATRIX

8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347

STEPS	REVIEW STAGES	PROPERTY OWNER/APPLICANT	CITY PLANNER	CITY ENGINEER	CITY ADMINISTRATIVE STAFF	OTHER
1	Pre-Application Meeting (optional but recommended)	Bring ideas, maps, sketches or surveys that you have available. Meet with staff to review engineering requirements, zoning & subdivision ordinance criteria and feasibility.	Coordinates all pre-application meetings for all types of projects	Involved as needed, in major street, grading projects or plats	Sits in on meetings to stay informed about project	Anoka County for access, right-of-way, impacts along county roads and ditches MNDOT for any access or impacts/development along Highway 47 The City's wetland specialist coordinates review of all wetland delineations, impacts, driveway crossings, etc. DNR for any protected waters
2	Plan Preparation Site plans, surveys, wetland delineations, soil borings, lot buildability	Review submittal checklists, hire contractors to prepare plans and perform required work				
3	Application(s) submitted (60-day review period starts, if application is complete)	Application submitted with required fees and escrow amounts, all plans must be received at the time of application.	Planner reviews submission for completeness within 15 days	Engineer reviews street, grading or plat projects for completeness	Accepts application, fees and escrow money	
4	60-Day Review Period Begins Any incomplete information delays start of 60-day review period	Submit revised or additional information at the request of city staff/consultants.	Incomplete letter sent to applicant if necessary			
5	Meeting Agenda & Public Hearing Scheduled (if required)		Project placed on next available Planning and Zoning Commission Meeting Agenda			

STEPS	REVIEW STAGES	PROPERTY OWNER/APPLICANT	CITY PLANNER	CITY ENGINEER	CITY ADMINISTRATIVE STAFF	OTHER
6	Public Hearing Notice		Send ordinance sections to staff for which public hearing is req'd		Send public hearing notice to newspaper and letters sent to surrounding adjacent and affected properties.	City Attorney involvement may be required for review of legal documents, preparation of development agreements, shared driveway agreements, dedication of easements, or as deemed necessary by city staff
7	Land Use Signs Placed at Property (for required public hearings only)				Direct public works to place land use signs on property	
8	Formal review of plans and reports or memos prepared		Planner reviews and documents all zoning and subdivision requirements and outlines conditions of approval	Engineer reviews street, grading or plat projects and all legal boundary descriptions. Is infrastructure such as roads, drainage and	Staff prepares packets for posting online and	
9	Planning and Zoning (PZ) Commission Meeting or Public Hearing 4 th Tuesday of the month	Applicant attends the meeting or hearing and may be required to attend additional meetings if the project is tabled or continued to the next month.	PZ recommends approval or denial, project moves on to City Council for final decision			
			PZ recommends that the project is tabled or public hearing continued to the next PZ meeting, giving time for submission of revised or new information/plans as requested			
10	City Council (CC) Meeting 2 nd Tuesday of the month	Applicant attends the meeting or hearing and may be required to attend additional meetings if the project is tabled or continued to the next month.	CC decision to approve or deny project, move to Step 11			
			CC decision to table the project or continue the discussion for submission of requested plan changes/information until the next month's meeting			
11	Legal Documents Finalized	Deeds reviewed and notarized, findings of fact signed, mylars prepared, development agreements signed				City Attorney as needed

12	Recording of Documents	Property taxes must be paid in full for the year. Deeds, surveys, plats, easements, development agreements, findings of fact, etc. are all recorded at Anoka County				Anoka County Government Center
13	Schedule Closings	Following the recording of all documents , the sale/transfer of land may occur or applicant may proceed with building plans				
14	Building Permit Review	Submission of architectural and structural plans to permits@nowthenmn.net	Review and approval of site and building plans to ensure compliance with the City Code			Review and approval of building and structural plans
15	Driveway Permit Application (if necessary)	If the property fronts on a City street, complete a Driveway Permit Application and submit with the Building Permit; mark the proposed location in the field. If the driveway fronts on an Anoka County or State road, access permits should be obtained through those agencies.				
16	Building Permit Issued	Pay building permit fees and submit fees/escrow for Grading, Erosion Control and Landscaping Agreement				On-going inspections by building official
17	Construction Process					
18	Certificate of Occupancy	Work with your contractor and MNspect to ensure all building and safety codes have been met.				Final Building Inspection
19	Final grading and establishment of turf, return of escrow	Schedule a final site inspection with the City Planner or City Engineer	The City Planner or City Engineer will verify that all criteria have been met on the Construction Site Checklist.			



2021-2022 APPLICATION SCHEDULE

8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347

This schedule is provided as a guide for submission of complete applications to the City. Please verify dates with City staff, as the schedule is subject to change. Decision to publish a notice of public hearing will be determined by City staff based on an application being complete and compliant with applicable development regulations.

Important Contacts:

Lori Streich	City Clerk	(763) 441-1347	lstreich@nowthenmn.net
Lisa Lorensen	Administrative Asst.	(763) 441-1347	info@nowthenmn.net
MNspect	Building Official	(952) 442-7520	permits@nowthenmn.net
Elizabeth Stockman	City Planner	(651) 303-3670	liz.stockman@planningco.com

APPLICATION SUBMISSION DEADLINES & MEETING SCHEDULES				
All meetings start at 7:00PM and are located at 19800 Nowthen Boulevard				
Month	Pre-Application Staff Meetings	Application Submission Date*	Planning & Zoning Commission (4 th Tuesday)	Earliest Possible City Council (2 nd Tuesday)
August 2021	Staff meetings are recommended and can be arranged on an as-needed basis with one or more City staff members, as may be relevant to individual projects. This may include, but is not limited to, the City Clerk, Zoning Administrator, City Planner, Building Official, City Engineer, and/or City Attorney.	July 20	August 24	September 14
September 2021		August 17	September 28	October 12
October 2021		September 21	October 26	November 9 (elections Nov. 2)
November 2021		October 19	November 23	December 14
December 2021		December 21	January 25 (No December mtg.)	February 8
January 2022				
February 2022		January 18	February 22	March 8
March 2022		February 15	March 22	April 12
April 2022		March 15	April 26	May 10
May 2022		April 19	May 24	June 14
June 2022		May 17	June 28	July 12
July 2022		June 21	July 26	August 9
August 2022		July 19	August 23	September 13
September 2022	August 16	September 27	October 11	
October 2022	September 20	October 25	November 8 (election day)	

*Applications are due the **3rd Tuesday of the month** and can be submitted **Monday-Thursday 7:00 AM to 5:30 PM**. Applications are subject to verification that all required information has been provided before being scheduled on the Planning and Zoning Commission agenda. **Please note:** There may be times, after the initial review of submitted plans, when unique or unforeseen situations require that additional information be requested by City staff and/or additional time is needed to review the application and move it forward.



MINOR SUBDIVISION CHECKLIST

CITY OFFICES: 8188 199TH AVENUE NW, NOWTHEN 55330 763-441-1347

Zoning Admin: Liz Stockman 651-303-3670 liz.stockman@planningco.com

City Engineer: Shane Nelson 763-852-0479 shanen@haa-inc.com

LOT SPLIT
(3 LOTS OR LESS)

LOT LINE
ADJUSTMENT

1. CONFORMANCE WITH APPROVED LAND USE PLANS, POLICIES AND ZONING

- The proposed use must be consistent with the *2040 Comprehensive Land Use Plan* or a Comprehensive Plan Amendment will be required which is a separate application to be approved prior to subdivision consideration.
- The proposed use must be consistent with the City's *Zoning Map and Zoning Ordinance* regulations for the district within which it is proposed. The use must be listed as a permitted, conditional use or interim use within the zoning district, or a Zoning Amendment will be required which is a separate application to be approved prior to subdivision consideration.
- Review the appropriate sections of the City's Code (Subdivision & Zoning Ordinances).
- Review the City's Engineering Manual relative to development and street construction stds.
- Consistency with the Upper Rum River Watershed Management Organization Watershed Management Plan and the City of Nowthen Stormwater Management Plan regarding wetlands, drainage, groundwater, stormwater, erosion control & the protection of all water resources.
- Consistency with City, Anoka County or MNDOT plans relative to adjacent roadways, including the City's 2013 Frontage Road Plan which is part of the Comprehensive Plan.
- Discuss possible separate applications which may be required to accommodate special situations or uses: [] Rezoning [] Variance [] Interim/Conditional Use Permit [] Amendment

2. SUBMISSION REQUIREMENTS – ALL APPLICATIONS

All of the information listed below is required to be submitted with the official application form and fees unless specifically excluded by the Zoning Administrator. The decision on whether an application is complete for review will be made by the Zoning Administrator within fifteen (15) days from the date of submission. If an application is found to be incomplete, the applicant will be notified in writing by the Zoning Administrator stating that the application is incomplete and the necessary information that must be provided before the City will process the application. Failure to provide all necessary information required or requested by the City may be cause for the application to be denied.

- Submission of a complete *Application*, on the official Application Form provided by the City or available on the City of Nowthen website, on or before the Application Deadline (first Tuesday of the month; see *Application Schedule*).
- Review *Development Review Process and Responsibilities* of Applicant/Property Owner

- Payment of fees and required escrow amount (see *Minor Subdivision Application*)
- Signed *Consultant Review Fee Acknowledgement*
- Wetland Delineation Application** & Additional Escrow for all properties which contain wetlands. If wetland impacts are present/proposed, the application may be delayed to ensure compliance with wetland sequencing (avoidance), de minimus exemption, or replacement under MN Rule 8420.0520.
- Property taxes (for the year) must be paid in order for a division to be recorded at Anoka County.
- Property owner signature on the application form is required; recent acquisitions may require proof of title or copy of a purchase agreement if not evident on the Anoka County website. Property owners must co-sign the application; even though applicants may be responsible for all processing and review fees (a separate agreement among involved parties), the property owner is the responsible party and will be assessed for any outstanding bills.

3. LOT SPLIT (3 OR FEWER LOTS) & LOT LINE ADJUSTMENTS

Two (2) full size PAPER copies and ELECTRONIC files of detailed written materials, plans and specifications to include the following information:

- A **Certificate of Survey** is required, prepared and signed by a licensed land surveyor in MN.
- Scale and north arrow
- Existing property boundaries with dimensions and acreage
- Proposed property boundaries with dimensions and acreage
- Existing and proposed streets (66 feet of dedicated public right-of-way required, see below)
- Existing buildings, sheds, accessory structures, driveways, culverts, other improvements
- Proposed building pad locations, with lowest floor and opening elevations indicated
- Lowest floor minimum one (1) foot above mottled soils.
- Lowest opening 1.5 feet (18 inches) above highest known water level.
- Two percent (2%) slope/positive drainage away from house.
- Lot buildability exhibit using shading to depict one (1) acre with one (1) foot of separation and 23,000 SF with three (3) feet of separation to highest known water elevation.
- Easements of record and proposed easements (road, grading/drainage, access easements), including copies of recorded documents from Anoka County.
- Topography, other significant environmental features.
- Wetlands, ditches, ponds, rivers, creeks, lakes or other water bodies on the subject property or which lie close to the property border (see delineation requirement above).
- Wetland buffers depicted on survey complete with buffer establishment plan, if necessary, based on the wetland types: high priority – 25 ft, moderate priority – 20 ft, minor priority – 15 ft.

- 100-year high water levels for all water bodies; if unknown, spot elevations shall be shot by the surveyor along wetlands and other depression/stormwater collection areas
- Ordinary High Water Level (OHWL) for all water bodies within or adjacent to the subdivision, including spot/overflow elevations of adjacent water bodies, roads, driveways and culverts.
- All encroachments (fences, driveways, structures or other unlawful interference on the land)
- Existing and proposed legal descriptions shown on the survey and in Word (.doc) format
- Utilities – existing septic tanks, lines and drainfields, wells, power lines, underground pipes, etc.
- New parcels being created must show Lot Buildability (the site's capability to accommodate a primary and backup septic system); see Section 10-3-5 of the City Code. Grading and fill may be used to create the final elevation which shall be shown on the survey.
- Soil borings for primary and backup septic sites and in planned building areas; soil boring locations shall be numbered and shown on the survey.
- Lots containing existing accessory structures: The size of any parcel must be large enough to accommodate the number and square footage of accessory structures as required under Section 11-4-2 of the City Code. Variances will not be granted, so in some cases, sheds must be removed to meet the number or square footage requirements.

4. ADMINISTRATIVE LOT SPLITS

- Administrative Lot Splits may be approved by the Zoning Administrator on a case-by-case basis if the property is residentially zoned, does not involve more than two lots or the need for public streets (new or extended); application requirements are the same as outlined herein.

5. MINIMUM LOT SIZE AND ACCESS REQUIREMENTS

- Five (5) acre minimum lot size
- All new lots shall have a minimum of 300 feet in width as measured at the building setback line and minimum lot depth of 300 feet.
- The minimum frontage on a public street is 150 feet, except in the case of cul-de-sacs 75 feet is permitted.
- Structure Setbacks:
 - Front: 120 feet from centerline of local roads, 150 feet from centerline of county or state roads
 - Side: 20 feet, except on a corner the front setbacks apply
 - Rear: 35 feet, except when abutting a public road the front setbacks apply
 - Wetlands: Minimum 30-50 feet from wetland boundary and outside of all drainage and utility easements and wetland buffers.
- 35% impervious surface area maximum, includes all hard cover and gravel surfacing
- Driveway standards of Section 11-6-2.J requires all lots to meet minimum standards for emergency vehicle access including a twelve (12) foot driveway width for 1 or 2 residences and 3+ residences requires a twenty (20) foot width; all sites require 13.5 feet of overhead clearance.

The distance as measured from the driveway or public street to all sides of the principal structure(s) must be within 250 feet to allow fire hose access.

- All new driveways shall be located fifteen (15) feet from lot lines. Any driveways serving multiple principal uses or properties must have a shared driveway agreement approved by the City Attorney.
- A primary and backup septic system drainfield site is required per Section 10-3-6 of the City Code; they must be protected with snow fence during construction.
- Public street access is required** for all new lots. Access via existing or new driveway easements is prohibited. Flag lots may be allowed in very rare circumstances and through approval of a Conditional Use Permit (CUP) where the extension of through streets is not possible.
- Local streets shall contain 66 feet of right-of-way dedicated to the City of Nowthen in the form of a permanent roadway easement. Paving of all new roads is required (24-foot top), unless the division qualifies for deferral of paving standards (CUP) under Section 10-3-3.C.
- If parcels abut Anoka County or MNDOT roads, approval from those jurisdictions is required and additional right-of-way may need to be dedicated in the form of a permanent roadway easements.
- Park and Trail Dedication Fees:** \$2,000 park fee/buildable lot and \$500 trail fee/buildable lot. The park and trail dedication requirement shall be applied to all subdivision of land regardless of the type of proposed development and the number of lots created and shall be paid to the City prior to recording.

6. GRADING, DRAINAGE, EROSION CONTROL & LANDSCAPING REQUIREMENTS

- Review the **Construction Site Checklist** and prepare/maintain the construction site according to the outlined standards.
- Review and sign the **Grading, Erosion Control and Landscaping** escrow agreement.
- Grading, Erosion Control and Landscaping Fee and Escrow** amount have been submitted to the City of Nowthen.
- Review the Lot Sediment Control Diagrams (Std. Plates 504 and 505) which graphically depict the erosion control requirements that shall be contained on all submitted site plans/surveys.

7. ANTICIPATED SCHEDULE

- Application and Plan Submittal Date:
- Planning & Zoning Commission Meeting Date:
- City Council Meeting Date:



CONSULTANT FEES CHECKLIST & ACCEPTANCE STATEMENT

8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347

RETURN TO: PERMITS@NOWTHENMN.NET

Starting Aug. 1, 2019, Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. An application is not complete until all four requirements of the statute in the checklist below are met.

Minnesota Statute § 471.462 does not apply unless (1) the application is for a permit, license, or other approval related to real estate development or construction, and (2) the applicant requests that the city provide a nonbinding estimate of consultant fees to be charged to the applicant. When applicable, the application is not complete until the following four requirements are met:

- The city has provided the estimate of consultant fees to the applicant. The estimate of consultant fees must be based on information available to the city at that time.
- The city has received, from the applicant, all the required application fees.
- The city has received a signed acceptance of the fee estimate from the applicant.
- The city has received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application.

Minnesota Statute § 15.99 requires that cities must approve or deny written land use applications within 60 days (the "60-Day Rule"). An application is not complete for purposes of the 60-Day Rule until all four requirements of Minnesota Statute § 471.462 are met.

PROJECT: _____

PROPERTY ADDRESS: _____

PID NUMBER: _____

NAME & ADDRESS OF APPLICANT:



**CONSULTANT FEES CHECKLIST &
ACCEPTANCE STATEMENT**

**8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347**

RETURN TO: PERMITS@NOWTHENMN.NET

SIGNED ACCEPTANCE & NON-RELIANCE STATEMENT

I, on behalf of _____, understand that in connection with an application for _____, I/_____ requested the City of Nowthen provide a written, nonbinding estimate of the consultant fees to be charged, relating to the application.

Based on the information available to the City, the City estimated it would charge \$_____ in consultant fees. I acknowledge that I have received the written estimate of consultant fees and accept the fee estimate.

Furthermore, I acknowledge that I, on behalf of _____, have not relied on the City's estimate of consultant fees in my decision to proceed with the final application for _____.

APPLICANT:

DATED:

TITLE:

ON BEHALF OF:

THE CITY OF NOWTHEN

RECEIVED BY: _____

DATED: _____



CONSULTANT FEES CHECKLIST & ACCEPTANCE STATEMENT

**8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347**

RETURN TO: PERMITS@NOWTHENMN.NET

CITY OF NOWTHEN ESTIMATED CONSULTANT FEES

Application Types	Escrow Amt. Required	Planning & Zoning Fees	Engineering Fees	Attorney Fees
Lot Split/Minor Subdivision Park & Trail Dedication Fee	\$1,000	\$120/hour \$2,500/lot	\$110/hour (\$400-\$600 per lot)	\$200/hour
Administrative Subdivision Park & Trail Dedication Fee	\$1,000	\$60/hour \$2,500/lot	\$110/hour (\$400-\$600 per lot)	\$200/hour
Concept Plan, Preliminary or Final Plat Park & Trail Dedication Fee	\$1,500	\$120/hour \$2,500/lot	\$110/hour (\$400-\$600 per lot)	\$200/hour (typ. 4-5 hours)
Site & General Plan Review, Comprehensive Plan Amendment, Zoning Map or Text Amendment, Interim Use Permit, Conditional Use Permit, Variance	\$1,000	\$120/hour	\$110/hour	\$200/hour
Easement Vacation	\$300	\$120/hour	\$110/hour	\$200/hour
Wetland Delineation	\$2,000	\$120/hour	\$92/hour	NA
Excavation & Mining Permit	\$1,500	\$120/hour	\$110/hour	\$200/hour
Building Permit Review	NA	\$60/hour	\$110/hour	NA
Misc. Consultant Fees	NA	Costs Incurred	Costs Incurred	

Building Permit Fees: The valuation determined for a project shall be by legal means and used in determining fees as stipulated by the 1997 Uniform Building Code method. This provides for the fee to be adjusted in accordance with the total cost of the project. The Minnesota State Building Code is revised periodically and can be viewed at <http://www.doli.state.mn.us/>



CONSULTANT FEES CHECKLIST & ACCEPTANCE STATEMENT

**8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347**

RETURN TO: PERMITS@NOWTHENMN.NET

As representatives of the City, consultants make every effort to keep costs to a minimum while ensuring that all submitted applications, building and development plans are in compliance with City-adopted policies, regulations and ordinances. Applicants, property owners and contractors can help to keep costs down by submitting complete applications, providing clear and detailed plans prepared by professional surveyors, architects and engineers.

Situations which tend to increase building/development fees or overall costs associated with the submission, processing, review, and decision related to the request:

- Plans lacking the necessary/required information or Incomplete submittals
- Deviating from staff recommendation based on the City's Comprehensive Planning policies or City Code requirements
- Plan/design revisions that require additional staff meetings or follow-up staff review
- Continuation or tabling of items at Planning and Zoning Commission or City Council meetings (additional meetings)
- Scheduling a special meeting (\$500)

The applicant and/or property owner shall be responsible for all City-incurred professional fees and expenses associated with the processing of this request and enforcing the terms of the application agreement(s) including, but not limited to, attorney's fees, engineering or planning fees.

If the escrow amount is depleted, the applicant and/or property owner shall furnish additional monies as requested by the City within 30 days of such request. Any amounts not utilized from this escrow fund shall be returned to the applicant and/or property owner, without interest, when all financial obligations to the City have been satisfied.

ALL FEES AND EXPENSES ARE DUE WHETHER THE APPLICATION IS APPROVED OR DENIED, AND REGARDLESS OF THE ESTIMATED OR ACCEPTED ESCROW AMOUNT.



3601 Thurston Avenue
 Anoka, MN 55303
 763.231.5840
 TPC@PlanningCo.com

MEMORANDUM

TO: Mayor and City Council
 FROM: Elizabeth Stockman
 DATE: 31 August 2021
 RE: Nowthen – Assessments
 TPC FILE: 122.01

This memo is intended to familiarize the City Council with the assessment process and outline those property owners who have outstanding amounts owed to the City. On or about the middle of August each year is when the last citations can be sent, to allow 14 days for payment, prior to any unpaid amounts being added to the possible assessment list. City Council direction is being requested to authorize the property owners who will receive a notice of unpaid amount(s) and potential assessment, with the opportunity to pay the outstanding balance prior to administrative charges being added.

2021 Assessment Roll					
Name & Address	PID	Project or Reason	Amt. Owed	Admin. Fees	Total
James Hazeman 19350 Jasper St.	27-33-25-23-0007	Easement Vacation Application/Review	\$ 310 (9/29/20 statement)	6% per year \$16.36	\$334.36
Shawn Heggarty, 22522 Variolite St. (442 Park St, Anoka)	04-33-25-24-0006 04-33-25-24-0005	Outdoor storage violations, 2 citations	\$ 600 6/8/20 citation	6% per year \$43.40	\$643.40

Hazeman Accrued Late Fee

Selected data record: None	
Past due amount:	\$ 318
Penalty annual interest rate:	6 %
Payment due date:	Oct 29 2020
Settlement date:	Sep 7 2021
Number of days past due:	# 313
Calculate Late Payment Interest	
Late payment interest:	\$16.36
Total due:	\$334.36
Daily penalty rate:	0.0164%

Heggarty Accrued Late Fee

(i) Selected data record: None	
(i) Past due amount:	\$ 600
(i) Penalty annual interest rate:	6 %
(i) Payment due date:	Jun 24 2020
(i) Settlement date:	Sep 7 2021
(i) Number of days past due:	# 440
Calculate Late Payment Interest 	
(i) Late payment interest:	\$43.40
(i) Total due:	\$643.40
(i) Daily penalty rate:	0.0164%

2021 Assessment Timeline			
Steps	Action	Date	Staff
1	Determine Unpaid Amounts/Memo to City Council	September 7	Lori/Liz
2	Council Approval of Property Owners to Receive Notice	September 14	City Council
3	Prepare Notices of Outstanding Amounts Due	September 15-16	Lori/Ellen
4	Mail Notices (10-14 days prior to #9)	September 15-16	Lori/Ellen
5	Affidavit of Mailings Completed	September 15-16	Lori/Ellen
6	Prepare Newspaper Publication	September 20	Lori/Ellen
7	Newspaper Publication to Anoka Union Herald	Sep 21 or Sep 28	Lori/Ellen
8	Newspaper Publication Date	Sep 24 or Oct 1	-
9	Pay By This Date to Avoid Administrative Charge	September 30	Property Owner
10	Determine Assessment Amounts (plus admin. Charge/fees)	October 4	Lori/Ellen/Kurt
11	Council RCA – Resolution to be included in CC packet	October 5	Lori/Ellen/Kurt
12	Property Owner Attends Assessment Hearing	October 12	Property Owner
13	Assessment Hearing/Council Approval of Assessments	October 12	City Council
14	Payment Cutoff Date (10 days prior to #15)	November 4	Property Owner
15	Assessment Roll to Anoka County	November 15	Lori/Ellen

- c. Lori Streich
Ellen Lendt
Kurt Glaser

a.	Application		\$250.00
b.	Escrow		\$1,500.00
c.	Public Hearing		\$250.00
d.	Material Removal		\$0.07/cubic yard
e.	Annual Renewal		\$100.00
7.	Easement Vacation		
a.	Application		\$200.00
b.	Escrow		\$300.00
c.	Public Hearing		\$250.00
d.	Recording		\$46.00/lot
8.	Wetland Delineation Review		
a.	Engineering Review Escrow		\$2,000.00
9.	Right-of-Way Management		
a.	Registration (One Time Charge)		\$150.00
b.	0-1,000 linear feet		\$150.00
c.	Each additional 1,000 linear feet		\$30.00

*City's
Fee
Schedule*

10. Professional Fees and Escrow Amounts

The City Council shall establish fees by Ordinance as necessary for the administration of land use requests. The City Council may periodically review and revise all or portions of the fee schedule. The acceptance of all land use applications and issuance of permits shall not occur until a complete application has been filed and the appropriate fee has been paid. Land use applications must be accompanied by a fee and a non-interest-bearing escrow deposit. The escrow deposit is required to cover all costs incurred for staff and consultants; time directly related to processing applications, preparation of studies, and any other cost incurred with processing zoning applications. All fees and expenses are due whether the application is approved or denied.

a. Responsibility for Fees and Costs

The property owner of the property subject to the land use application shall be responsible for all costs incurred by the City in processing said land use application and enforcing the terms of any agreements relating to the land use application including, but not limited to, attorney's fees, engineering or planning fees. The costs generally include, but are not limited to, professional consulting services retained by the City, copying Charges, City staff time to review and process application, hearing notice publications, postage for mailed notices, and any other costs necessary to process the application.

b. Escrow

When a land use application has been submitted, the property owner shall deposit funds in an escrow account with the City (which may from time to time be changed to an amount determined by the Zoning Administrator to be necessary to cover such costs prior

to commencement of the review stage of the application). The property owner shall reimburse the escrow account for any deficits caused if the amount actually expended by or billed to the city by the Consultants exceeds the fund balance. The City shall refund any amount deposited in the escrow account not expended, within thirty (30) calendar days after final action on the application. The City shall not pay interest on such escrow fund deposits.

c. Certification of Unpaid Costs and Expenses

All unpaid expenses incurred by the City under the City Code not covered by the escrow will be charged against the parcel subject to the land use application and will be the responsibility of the property owner pursuant to MN Statute Chapter 462, MN Statute §462.353, MN Statute §415.01 and MN Statute §366.012 and any other relevant statutes. The property owner shall be invoiced for the City's costs to where property tax statements are sent by the County. The invoice shall be paid within 30 days of the date of the invoice. Invoices not paid within 30 days of request for payment by the City shall accrue interest at the rate of 6% per year. Should property owner not reimburse the City within said time, the City shall be authorized to certify said unreimbursed costs plus interest to the County Auditor for payment with the property owner's property taxes and said certified amounts shall constitute a lien against the property which shall be collected and enforced in the same manner as general property taxes pursuant to MN Statute §366.012. This cost recovery plus interest shall be in addition to any penalty or legal or equitable remedy the City may seek or receive for the violation of the City Code.

d. Special Assessment

The City may approve a special assessment for the installation of required municipal improvements which the property owner specifically agrees to be assessed for 100% of the project costs and waives any and all appeal rights under MN Statutes 429.081 or any other relevant statute. Said special assessment agreement shall be subject to the review and approval of the City Attorney.

(Ordinance 2013-05, adopted April 9, 2013; Ordinance 2014-02, adopted February 11, 2014; Ordinance 2018-05, adopted November 13, 2018)

E. Other Fees

1. Professional Consultant	Cost Incurred
2. Special Meetings	
a. Public Hearing	\$500.00
b. City Council	\$500.00
3. Public Safety	
a. Littering and Illegal Dumping	\$100.00 + Costs incurred
Costs Incurred include all disposal fees, administrative and staff time, legal and court costs. (Ordinance 2016-06, adopted December 13, 2016)	
b. Administrative Enforcement Penalties	
1) Class A	\$50.00
(Animal Violations outlined in Sections 3 and 4 of the City Code)	

CITY OF NOWTHEN

8188 199th Avenue NW
 Nowthen, Minnesota 55330
 763/441-1347 fax 763/441-7013

ZONING APPLICATION FOR: **EASEMENT VACATION**

Base Fee: \$200
 Public Hearing Fee: \$250
 Escrow \$500
 Recording Fee: \$30/lot

Amount Paid: \$980.-CK# 11745 \$980.-

*****FOR OFFICE USE ONLY *** FOR OFFICE USE ONLY*****

Application Deadline: Feb. 4, 2020Date Application Received: 01-15-20Date Application Complete: 01-15-20Public Hearing Date: Feb. 25, 2020City Council Approval/Denial Date: March 10, 202060-Day Extension: Yes No Expires On: _____Received By: Ellen AendtReturn To: Deputy Clerk deputyclerk@nowthenmn.netPd. 01-15-20Property Information Street Address: 19350 Jasper StProperty Identification Number (PID#): 27-33-25-23-0007

Type of Business: _____

Legal Description (Attach full description of Metes & Bounds if necessary):

27-33-25-23-0005, 27-33-25-23-0006 of Myrdal Est 2nd Addn**Applicant Information**Name: James Hazeman Business Name: _____Mailing Address: Jim @ air comfort MN. comCity: NowThen State: MN Zip Code: 55303Telephone: 763-753-3436 Cell Phone: 763-228-1588 Work: 763-753-6623e-mail: 19170 Jasper St**Property Owner Information (If other than applicant):**Name: James Hazeman Business Name: _____Mailing Address: 19170 Jasper StCity: NowThen State: MN Zip Code: 55303Telephone: 763-753-3436 Cell Phone: 763-228-1588 Work: 763-753-6623e-mail: Jim @ air com fort MN. com**Reason that vacation of the easement or right-of-way is being requested:**

Lots have already been combined at Anoka County
and I am vacating to allow use of that strip of
land for septic system and an accessory buildings.

APPLICATION FEES AND EXPENSES: We the applicant and undersigned property owner agree to provide to the City, in cash or certified check, for deposit in an escrow fund, the amount of \$ 980. as partial payment for all fees and estimated future City administrative, planning, legal and engineering fees incurred in processing this request. If the escrow amount is depleted, I agree to furnish additional monies as requested by the City within 10 days of such request. I understand that any amounts not utilized from this escrow fund shall be returned to me, without interest, when all financial obligations to the City have been satisfied. **All fees and expenses are due whether the application is approved or denied.**

I understand and agree that all City-incurred professional fees and expenses associated with the processing of this request and enforcing the terms of this agreement including, but not limited to, attorney's fees are my responsibility as the property owner and will be promptly paid by myself upon billing by the City in the event the escrow fund is depleted. I further understand and agree that as the property owner I must make said payment within 10 days of the date of the invoice. Bills not paid within the 10 days of request for payment by the City shall accrue interest at the rate of 6% per year. Further, if I fail to pay said amounts when due, then the City may certify such costs against any property owned by me within the City limits for collection with the real estate taxes and/or take necessary legal action to recover such costs and I agree that the City shall be entitled to attorney's fees and other costs incurred by the City as a result of such legal action. I knowingly and voluntarily waive all rights to appeal said certification of such expenses against my property under any applicable Minnesota Statutes.

Applicant: *James H. Hazeman* Date: 1-15-2020

Property Owner: James H. Hazeman Date: 1-15-2020

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements and are complete to the best of my knowledge.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes 15.99 at such time as it is determined to be complete. Pursuant to Minnesota Statutes 15.99, the City will notify the applicant within fifteen (15) days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Signature of Applicant: *James H. Hazeman* Date: 1-15-2020

Signature of Property Owner: _____ Date: _____

Signature of Property Owner: _____ Date: _____

Signature of Property Owner: _____ Date: _____



The City of
Nowthen
"Where it still feels like country"

8188 199th Avenue NW
Nowthen, MN 55330
763-441-1347 Office
763-441-7013 Fax

ADMINISTRATIVE CITATION 1

This citation charges you with one or more violations of the Nowthen City Code.

THIS IS THE ONLY NOTICE YOU WILL RECEIVE.

June 8, 2020

Mr. Shawn Hegarty
442 Park Street
Anoka, MN 55303

Regarding Property Owned at 22522 Variolite Street NW
Property ID Numbers: 04-33-25-24-0005, 04-33-25-24-0006

Dear Mr. Hegarty,

You are being sent an **Administrative Citation** issued under Nowthen City Code Chapter 1, Section 5 because you failed to address the violations outlined in the **Administrative Notice** sent on May 21, 2020. Your property was inspected on June 5, 2020 which was the deadline for compliance. The property fails to comply with several provisions of the Nowthen City Code relating to the outdoor storage of vehicles, equipment and debris, identified below.

Required Actions:

- Remove the container from the property.
- Remove the recreational vehicles and trailers from the property.
- Remove all outdoor storage.
- Compliance required on or before June 23, 2020.

Violation: Illegal Exterior Storage

City Code/ Summary: 11-4-16.B Exterior Storage: Piles of trash, construction waste, debris or brush, which may harbor rodents or other pests, or which may otherwise be considered a health or safety hazard, are prohibited. Dumpsters and storage containers are limited to a maximum period of six (6) months.

Potential Fine: \$200

Violation: It is illegal to park and store any vehicle on undeveloped residential property.

City Code Section 11-4-16.D.3.b: Vehicle Parking: It is illegal to park or store or permit to be parked or stored any vehicle on undeveloped residential property.

Potential Fine: \$200

Page 2
Hegarty Administrative Citation
June 8, 2020

Violation: It is illegal to live in a recreational vehicle.

City Code Section 11-4-16.D.2.a: Habitation: No major recreational vehicle shall be used for living, sleeping or housekeeping purposes on the premises.

Potential Fine: \$200

Total Amount Immediately Due: \$600
Payable to the City of Nowthen

You can view the full city code online at: <http://www.nowthenmn.govoffice2.com/> or you can obtain a copy at Nowthen City offices located at 8188 199th Ave NW.

Please note that if your property is not brought into compliance or we do not hear from you by the date listed above, the City may issue a second **Administrative Citation** and/or access your property to abate or remedy the situation. If the City abates the violation, the penalty and all additional costs are immediately due. If any fees or Administrative Citations remain unpaid, the penalty and abatement costs will be charged to your property taxes in the form of a Special Assessment.

Please contact me should you have any questions.



Liz Stockman
City Planner
651-303-3670

c: Lori Streich, City Clerk
Ellen Lendt, Deputy Clerk
Kurt Glaser, City Attorney



CITY CODE COMPLIANCE ACTION PLAN

8188 199TH AVENUE NW, NOWTHEN, MN 55330
(763) 441-1347

RETURN TO: INFO@NOWTHENMN.NET

Date: July 14, 2020	Compliance Required By: See Below
Name: Shawn Hegarty	Code Compliance Officer: Liz Stockman
Property Address: 22522 Variolite Street NW	
Mailing Address: 442 Park Street, Anoka, MN 55303	
Phone: 612-245-8379	Email: shawnhegarty@hotmail.com
PIDs: 04-33-25-24-0005, 04-33-25-24-0006	
Goal 1: Remove unauthorized outdoor storage by August 3, 2020	
Task 1: Remove the unauthorized deck from the property.	
Task 2: Remove the portable toilet or show proof that it is serviced; move it out of sight from the lake and the road	
Task 3: All construction materials shall be removed from the property.	
Task 4: Remove the temporary tarp-covered structure	
Goal 2: All nuisance junk, scrap metal, tires and debris shall be removed from the property by August 3, 2020.	
Goal 3: No site grading or tree removal may occur without first contacting the City Zoning Administrator and in accordance with the City's Shoreland requirements of Section 11-3-10.	
Goal 4: Site survey and building plans submitted <i>and approved</i> by January 14, 2021	
The following property maintenance and water-oriented items may remain on the property as approved by the City Council on July 14, 2020:	
1. One dock, 2 pontoons, and 2 small boats (licensed and operable)	
2. Lawn mower tractor and mini trailer	
3. Tools, chain saws and other small equipment shall be stored inside the ice house and the ice house is located a minimum of 10 feet from the edge of water.	
4. Bobcat/skid steer, 2 trailers, 4-wheeler	
5. Lawn chairs, tables, yard games, water toys, wood pile, fire pit	
6. Generator, not to be used on a daily or routine basis such that it is a nuisance.	

I, Shawn Hegarty, hereby agree to the terms of this Action Plan and agree to bring my property into compliance by August 3, 2020 and January 14, 2021, as outlined herein, or be subject to issuance of an **Administrative Citation** and/or action taken by the City to access your property for purposes of abating the situation. If the City abates the violation, the penalty and all additional costs are immediately due. If any fees or Administrative Citations remain unpaid, the penalty and abatement costs will be charged to your property taxes in the form of a Special Assessment.

PLEASE SIGN THIS ACTION PLAN AND RETURN TO THE CITY as soon as possible.

Shawn Hegarty _____

Dated _____



3601 Thurston Avenue
 Anoka, MN 55303
 763.231.5840
 TPC@PlanningCo.com

MEMORANDUM

TO: Mayor and City Council
 FROM: Elizabeth Stockman
 DATE: 31 August 2021
 RE: Nowthen - Signs
 TPC FILE: 122.03

Large Wall Map for Historic Town Hall		
Poly Metal Sign Panel: Comprised of a recycled thermoplastic core sandwiched between two sheets of finished aluminum on one or two sides. The image is digitally printed directly to the panel.	Bobs Sign Co. Anoka	\$810.00 (5' x 7') Self install
Two 4' x 6' aluminum panels to create the 6' wide x 8' high map	Demars Sign	\$650.00 with graphics \$725.00 to mount \$1,375.00 total
Acrylic Sign: The graphic will be applied to the back of the acrylic board with clear vinyl, then backed with plain white vinyl.	King Signs	\$1,429.00 (see attached)
Maps for Fire Station and City Hall		
Color print on paper and laminated (each)	Vistaprint (online)	36"x42" \$71.00
Just colored print on paper (each)	HAA	\$12.00 per 36"x42" \$55.79 laminate (qty. 1) \$67.79 total
Laminating only (See attached quote—Office Max and similar places only laminate as large as 24x36)		

c. Lori Streich

Visual Solutions to Grow Your Business
 www.minneapolisigns.org

Payment Terms: Cash Customer

Created Date: 9/7/2021

DESCRIPTION: Acrylic Wall Map

Bill To: City of Nowthen
 8188 199th Ave
 Nowthen, MN 55303
 US

Installed: City of Nowthen
 8188 199th Ave
 Nowthen, MN 55303
 US

Requested By: Liz Stockman
 Email: liz.stockman@planningco.com

Salesperson: Joseph Kelner

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Clear Acrylic 1/4" depth -Clear Acrylic Sign -53" wide x 68" tall -Mounted onto wall with spacers -Sign will be 1/2" mounted away from wall	1	\$600.00	\$600.00
2	Mounting Materials -Silver Adonized Standoffs -1" diameter x 1/2" barrel length -Screws and anchors for drywall included -8 total spacers	1	\$70.00	\$70.00
3	Map Graphic -Printed on 3M IJ40C White	1	\$200.00	\$200.00
4	Design / Print Production File Creation -PDF provided by client. no redesign	1	\$100.00	\$100.00
5	Installation -Trip Charge Included in Installation	1	\$400.00	\$400.00

Subtotal:	\$1,370.00
Taxes:	\$59.81
Grand Total:	\$1,429.81

Estimates are valid for 30 calendar days from the stated date at the top of the estimate, unless otherwise communicated. Proofing will begin after receipt of signed estimate and the required down payment is received. King Signs, Graphics & Imaging requires a 50% deposit and at times may request the entire payment up front.

To apply for Net 15 or Net 30 terms, please contact your sales representative to get started. Payment on your first order may still require down payment while your request for terms is being processed.

Turnaround times will be stated up front by your sales representative. Turnaround times listed are only for estimating purposes and are not a





CREATIVE LAMINATING INC.
 8625 XYLON COURT NORTH
 BROOKLYN PARK, MN 55445
 PHONE: (763) 273-4929

Lamination Quote

Customer Liz Stockman
Contact liz.stockman@planningco.com
Phone (651) 303-3670
Fax

Quote Number 197689
Quote Date: 9/2/2021
Expiration Date: 12/1/2021

	Length	Width
Sheet	36	42
Image	0	0

Stock: 100# text

Trim Style Sealed Edge
Film Finish MATTE
Film Thickness (mil) 3
Film Type LOMELT
Number of Sides 2

Options:

- Drilling Round Corner
 1/4" Eyelets Mounting
 Cutting Other

Quantity					Quote Total	Total per M
1	Process	Price Per 1000	Qty Basis	Extended Price	\$55.79	55790
	Lamination	\$55,788.80	1	\$55.79		
	Total:			\$55.79		
5	Process	Price Per 1000	Qty Basis	Extended Price	\$86.91	17382
	Lamination	\$17,382.60	5	\$86.91		
	Total:			\$86.91		
10	Process	Price Per 1000	Qty Basis	Extended Price	\$125.83	12583
	Lamination	\$12,582.60	10	\$125.83		
	Total:			\$125.83		

NOTE:

THANK YOU LIZ!

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT!!!

SHAWN

PHONE: (763) 273-4929 / (800) 919-5552 FAX: (763) 273-4939

E-MAIL: INFO@CREATIVELAMINATING.NET

CITY OF NOWTHEN

REQUEST FOR COUNCIL ACTION



Agenda Item # Council Items	Department: Planning & Zoning	Requested Council Meeting Date: September 14, 2021	Submitted By: Councilmember Mary Rainville
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TITLE OF ISSUE: Policy and Procedures for Notification of Land Use Applications

BACKGROUND AND SUPPLEMENTAL INFORMATION:

In July of 2020 it was directed that Council be included in the letter that goes out to residents and list of residents names and addresses.

In September of 2020 it was directed that staff follow the procedures listed below regarding Public Hearing Notices.

- a. The existing 1,320 lineal feet notice to property owners be increased to 1,600 lineal foot and allow the City Clerk to use their discretion to determine if a larger area is appropriate.
- b. The Public Hearing Notice be dated and mailed to the property owners as soon as possible however no later than the date the notice is sent to the newspaper.
- c. The Public Hearing Notice be posted on the City Website under Meetings – Public Hearings at the time the notice is sent to property owners or sooner.

In addition the September motion included staff developing a tracking format to assure the above steps are completed.

Since the directives were given there have been instances when one or more of the July 2020 and September 2020 directives haven't been followed.

In addition the placement of the Blue Land Use signs notifying residents of a land use application wasn't included in council direction. As a result there hasn't been consistency in the placement of the signs prior to public hearings or the removal of them upon approval or denial of the request by council.

While I understand the City Clerk has been confronted with staffing issues council direction is still to be followed and if it isn't going to be then the reason not needs to be communicated to council.

SOURCE OF FUNDING: NA

REQUESTED COUNCIL ACTION: Council directs that the City Clerk:

1. Provide staff direction to ensure the Blue Land Use signs are placed upon receipt of a Land Use application, including concept plans, and removed upon council's approval or denial of the application or applicant's withdrawal of their application.
2. Revise the tracking document and provide a copy to council.
3. Assures that council direction is followed.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:	Aye	Nay				
	_____	_____	Pilon			
	_____	_____	Alders			
	_____	_____	Blake			
	_____	_____	Greenberg			
	_____	_____	Rainville			

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map

Other (specify): Tracking form developed after the September 2020 directive.

Administration Department Use:

	Consent
	Regular

	Refer to: _____
	Tabled Until: _____
	Other: _____



The City of
Nowthen
"Where it still feels like country"

Public Hearing
Checklist

City of Nowthen Staff

Check the following items are complete for processing Public Hearings for the City of Nowthen

- Notice to property owners (via mail), at a distance of no less than 1,320 lineal feet, greater if appropriate, at the discretion of the City Clerk.
- Public Hearing Notice to be dated and mailed to the property owners as soon as possible, however no later than the date the notice is sent to the newspaper.
- Blue "Land Use" signs to be posted by Public Works staff on the subject property.
- Public Hearing Notice to be posted on the City Website at the time that the notice is sent to the property owners.



REQUEST FOR COUNCIL ACTION

Agenda Item # Council Item	Department: Parks	Requested Council Meeting Date: September 14, 2021	Submitted By: Council Member Mary Rainville
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TITLE OF ISSUE: Improvements to the Nowthen Memorial Park Pavilion

BACKGROUND AND SUPPLEMENTAL INFORMATION:

I am recommending the following improvements to the Nowthen Memorial Park Pavilion. I believe these enhancements in addition to the recently purchased refrigerator and tables will allow for an improved, easier to use and cleaner facility for those renting the pavilion. As a council we should strive to present all our buildings in a positive way for our residents.

1. Replacement of existing wood shutter concession door with a roll down aluminum shutter door
2. Replacement of existing wood counter with a stainless steel counter
3. Insulation, sheet rocking, taping and painting of the interior south wall of the Pavilion
4. Painting the interior block walls
5. Installation of ceiling trim
6. Painting of the exterior north wood wall

The existing concession doors are difficult to open and close as the locking mechanism of two 12' 2" x 4"s takes at a minimum two people to remove and replace the boards. The existing counter is painted wood which is decaying and is difficult to clean. The south interior walls are open studs with gaps which allow unwanted creatures to enter. By closing up the walls it should help keep the facility cleaner. Also, painting of the block walls will brighten it up. The installation of ceiling trim will assist with the elimination of unwanted creatures.

Attached are bids from Doc & Door Tec, Inc. and North County Construction and Remodeling, LLC for the proposed work.

Note:

Doc & Door Tec advises their bid of \$5,153.15 is budgetary pricing as items made of steel and aluminum have been volatile since January. I asked for a ballpark increase percentage and was told 10% which could bring their bid to \$5,668.15.

North County Construction and Remodeling bid doesn't include the stainless steel counter or ceiling trim which they verbally provided a cost of \$900.00 for a total cost of \$3,750.00.

SOURCE OF FUNDING: Park Capital Improvement Budget

REQUESTED COUNCIL ACTION:

That the Mayor and City Council approve the following improvements to the Nowthen Memorial Park Pavilion for an amount not to exceed \$11,000.00.

1. Replacement of existing wood shutter concession door with a roll down aluminum shutter door
2. Replacement of existing wood counter with a stainless steel counter
3. Insulation, sheet rocking, taping and painting of the interior south wall of the Pavilion
4. Painting the interior block walls
5. Installation of ceiling trim
6. Painting of the exterior north wood wall

In addition City Clerk Lori Streich shall:

- 1. Request staff dispose of the white board currently hanging on the wall of the pavilion**
- 2. Assign staff to work with the contractors to assure the work is started as soon as possible after October 1, 2021, completed in a professional manner and updates are provided to council as to the progress of the project.**

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record: Aye Nay

_____	_____	Pilon
_____	_____	Alders
_____	_____	Blake
_____	_____	Greenberg
_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution Ordinance Contract Minutes Plan Map

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Other (specify)

1. Doc & Door Tec, Inc. proposal bid and Shutter Door Information
2. North County Construction and Remodeling, LLC proposal

Administration Department Use:

<input type="checkbox"/>
<input type="checkbox"/>

Consent

Regular

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Refer to: _____

Tabled Until: _____

Other: _____

North Country Construction and Remodeling, LLC

21245 Gypsy Valley Road
Anoka, Minnesota 55303
MN License #BC639606
763-458-0715

City of Nowthen
Regarding:
Nowthen Park Pavilion/Concession Room

September 7, 2021

Thank you for letting North Country Construction and Remodeling, LLC provide this proposal for your Pavilion/Concession Room improvement project.

The following narrative discusses the various labor and materials included in this proposal:

Paint after prepping the exterior wood on the south side.

Paint interior block walls.

Insulate framed portion of the interior south wall.

Install vapor barrier after insulating the interior south wall.

Install new drywall on the framed interior south wall.

Apply drywall mud, tape and paint to new drywall on the interior south wall.

Total cost of this project including all labor and materials: \$2,850.00

Thank you for letting us provide this proposal for your project.

Dana Henjum, North Country Construction and Remodeling, LLC



Dock & Door Tec, Inc
19941 Iguana St. NW
Elk River, MN, 55330
Phone: 763.753.0792
Web: www.dockdoortec.com

Proposal

Proposal Number: Q000653
Date: 7/26/2021
Valid Until: 8/5/2021

Bill To:
City of Nowthen
8188 199Th Ave Nw
Nowthen MN 55330-5311

Service Address:
City of Nowthen
8188 199Th Ave Nw
Nowthen MN 55330-5311

Account Manager:
Richard Hopkins
Phone: 763.753.0792
Email: rick@dockdoortec.com

ITEM LABOR

Professional labor & supplies to remove existing swing doors and install an aluminum rolling security counter shutter.

CHI model 6544 aluminum counter shutter, slats are 16 gauge (.050) extruded aluminum. The aluminum will look better and hold up to weather better over time. A painted steel slat shutter is available, grey in color, deduct \$250.00 for the steel option.

CHI 6544 CHI Model 6544 Aluminum Counter Shutter

FREIGHT Shipping & freight

EQUIPMENT RENTAL Equipment Rental material lift

SERVICE SUPPLIES Service supplies and installation hardware





Proposal

Proposal Number: Q000653
 Date: 7/26/2021
 Valid Until: 8/5/2021

Standard Terms & Conditions

- Proposal is valid for 10 days
- All proposals over \$10,000 will require a minimum down payment of 50% with approved credit
- In some cases, full payment will be required prior to processing order. D&DT Finance Department to make the final decision
- Credit cards are accepted with a 3% additional fee
- Our normal working hours are M-F from 7:00 AM to 4:00 PM
- Installation and/or repairs will be performed by our own factory trained and certified technicians
- Proposal includes all freight, applicable taxes, standard insurance coverage, COI available upon request
- Any and all electrical to be done by others unless otherwise noted
- If working on dock equipment, trailers must be moved entirely out of dock for technician safety

Additional charges will apply for the following:

- Restricted work area access and/or if work cannot proceed in a continuous, non-stop sequence
- A fire watch, unless noted differently in scope
- Client required safety/orientation training
- Weekend, holidays or after-hours work
- Permits, bonds and additional insurance
- Building of an enclosure when required

Lien Information:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions

Change Orders:

A client signed Change Order will be required to address any additional work not included in the original proposal and must be returned to D&DT prior to the commencement of any additional work

Safety/Liability Reduction/OSHA:

Equipment and upgrades such as dock locks (truck restraints), fall protection gates, photo eyes and sensors are always recommended and available to protect your employees, reduce your liability and comply with OSHA regulations, ask your Account Manager for more information.

Our Guarantee:

The proposal includes the D&DT lifetime guarantee on workmanship

The installation lasts as long as the equipment

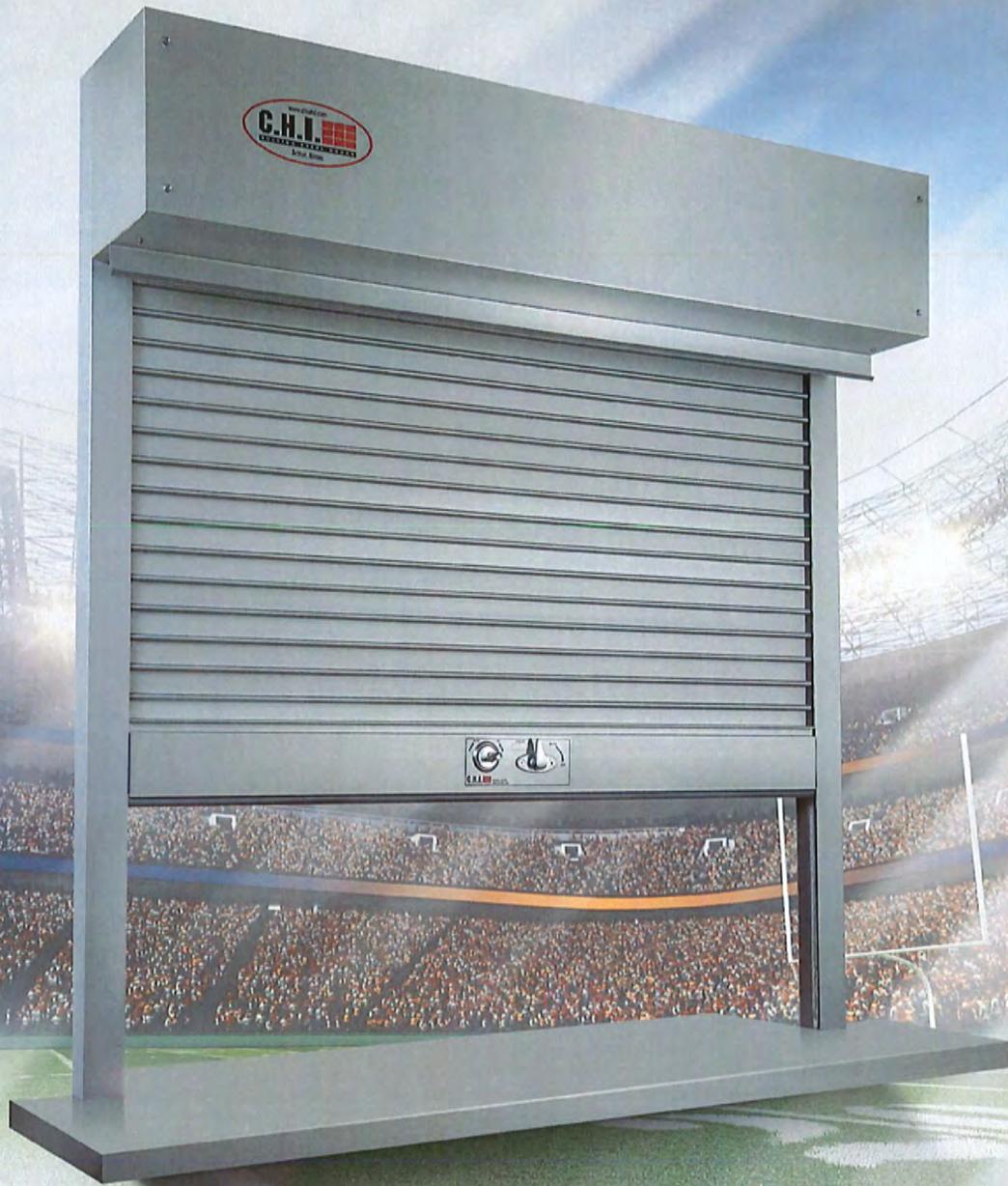
We guarantee it

Signature: _____

Date: _____

\$5,153.15





C.H.I. [®]
OVERHEAD DOORS

The Door to Quality.™

 **6500** **SERIES**
COUNTER SHUTTERS



The 6500 Series

PROVEN CAPABILITY FOR YOUR APPLICATION.

The 6500 series roll-up doors offer the best in security, flexibility, and appeal. Reduced sized slats provide for smoother operation and a more aesthetically pleasing appearance. End users and specifiers recognize the 6500 Series as state-of-the-art in design, fit, and finish, yet appreciate the simplicity and practicality that define the product.

Powder Coat

Select powder coat options from a palette of 188 colors. RAL numbers are provided for each color to ensure that your selection is consistent.



Hidden Fasteners

Two piece guide system incorporates fasteners concealed by the front guide for a clean appearance and easy installation.



Tube Motor

Invisible tubular motor operation, awning crank operation, or wall mount motor is optional.



Integral Lift Rails

Included on the bottom bar provide full-width manual access and simplified lifting.



SPECIFICATIONS AND OPTIONS

MODELS

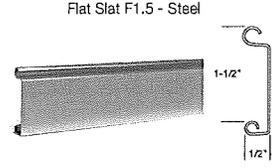
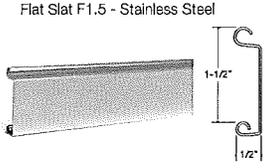
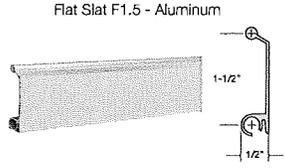
	6522	6544	6566
CURTAIN			
Flat slat	S	S	S
Exterior Skin			
22 gauge, Galvanized [G/W/P/U]	S	—	—
16 gauge, Extruded aluminum [C/P]	—	S	—
22 gauge, Stainless steel [#4]	—	—	S
BOTTOM BAR			
Extruded aluminum [C]	S	S	—
11 gauge, Stainless steel	—	—	S
Tubular stainless steel	—	—	O
LOCKS			
Thumb turn lock and handle	S ¹	S ¹	O ²
Keyed lock and handle	O	O	O ²
Best cylinder	O	O	O ²
Stainless steel slide locks	—	—	S
HOOD & HEADPLATE COVERS			
24 gauge, Galvanized [G/W/T/U/P]	S	—	—
20 gauge, Aluminum [C/P]	—	S	—
24 gauge, Stainless steel [#4]	—	—	S
GUIDES Fabricated from two pieces of extruded aluminum or formed stainless steel to create guide channel. Guide angles include curtain stops and flared guides.			
Extruded aluminum [C]	S	S	S
11 gauge, Stainless steel [#4]	—	—	O
OPERATION			
Manual Operation	S ³	S ³	S ³
Awning Crank	O ⁴	O ⁴	O ⁴
Tube Motor	O	O	O
Wall Mounted Motor	O	O	O
STANDARD DIMENSIONS Consult factory for larger sizes.			
Width	14'4"	14'4"	14'4"
Height	8'4"	8'4"	8'4"

WARRANTY Manufacturer's standard 5-year from date of plant shipment against defects in materials or workmanship. Spring wire is warranted for one year. C.H.I.'s obligations are strictly limited to repair or replacement of defective parts and components during the warranty period.

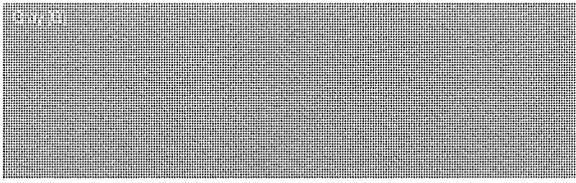
INSTALLATION C.H.I. Rolling Steel Doors shall be installed and adjusted according to C.H.I. assembly instructions by trained door service technicians.

S = Standard O = Optional — = Not available G = Gray W = White C = Clear anodized #4 = #4 polished P = Powder coat U = Unpainted Galvanized
 1 Standard for manual and awning crank operated doors. 2 Only available with tubular stainless steel bottom bar. 3 Standard for doors up to 10'4" wide. 4 Standard for door over 10'4" wide.

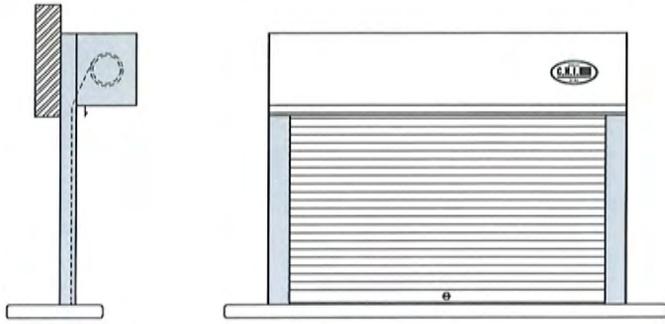
CURTAIN PROFILES



FINISHES



MOUNTING OPTIONS



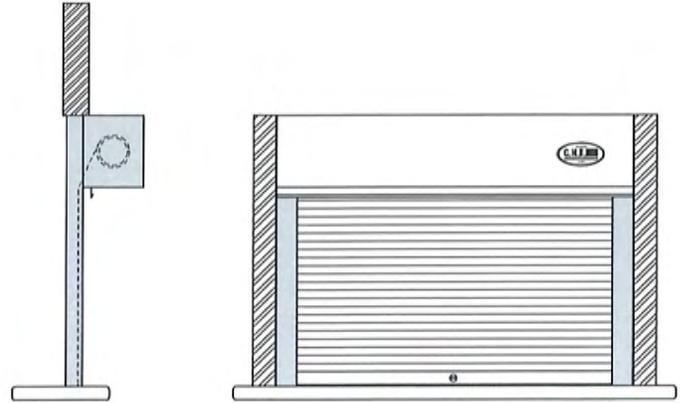
Face of Wall



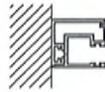
Aluminum Guides



Stainless Steel Guides [optional]



Between Jamb



Aluminum Guides



Stainless Steel Guides [optional]



Standard counter shutters are built to order to fit specific dimensions up to 14'4" wide, 8'4" high. Consult factory for larger doors not listed. If headroom is critical, consult factory to determine headroom requirements for your application.

For downloadable specifications, please visit our website at www.chiohd.com or call our AIA hotline at, 800-590-0559.

ASK YOUR DOOR PROFESSIONAL AT:



www.chiohd.com



REQUEST FOR COUNCIL ACTION

Submission Date: September 8, 2021	Department:	Requested Council Meeting Date: September 14, 2021	Submitted By: Mayor Jeff Pilon
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TITLE OF ISSUE:
Road patch Waco Street and Waco Drive

BACKGROUND AND SUPPLEMENTAL INFORMATION:

I previously requested the potholes in this area be repaired with hot patch, which our city staff promptly completed. When Shane Nelson, our City Engineer, inspected the repairs, he indicated that two sections of the roads were too large to be repaired in this fashion. (Large areas of dirt/gravel is showing through the bituminous.) His recommendation is to have those sections repaired by a professional paving company. Shane requested a quote from North Valley and had it sent to the City Staff. Please see attached for the details.

SOURCE OF FUNDING:
Road and Bridge Fund

REQUESTED COUNCIL ACTION:

Authorize North Valley to repair the sections of road, dollar amount not to exceed their written quote. (\$12,105.43)

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:

Aye	Nay	
_____	_____	Alders
_____	_____	Blake
_____	_____	Greenberg
_____	_____	Pilon
_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED				
Resolution	Ordinance	Contract	Minutes	Plan Map
Other (specify) _____				



Contact: LES BLOOM
Phone:
Fax:

Quote To: CITY OF NOWTHEN

Job Name: PATCHING WACO ST. & WACO DR.-
Date of Plans: 09/07/2021
Revision Date:

Phone:
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOB	1.00	LS	1,338.25	1,338.25
20	REMOVE BIT	299.00	SY	11.22	3,354.78
30	PLACE CL-5 AS NEEDED	20.00	TN	41.40	828.00
40	2.5" SP 12.5 WEAR 240B	45.00	TN	146.32	6,584.40
GRAND TOTAL					\$12,105.43

NOTES:

BOND IS INCLUDED, CANNOT DEDUCT FOR ONE
NO TRAFFIC CONTROL
PRICE INCLUDES TAX
RETAINAGE HELD PER OWNERS SPECIFICATIONS
THIS QUOTE IS PER THE AGC STANDARD SUB-CONTRACT AGGREEMENT FOR HIGHWAY/HEAVY-
INDUSTRIAL DIVISION (1956 EDITION, REVISED 1966, REVISED 1980 AND RIDER 1986 REVISION)
UPON REQUEST, NORTH VALLEY, INC. SHALL BE PROVIDED WITH THE LEGAL DESCRIPTION OF THE
PROPERTY, THE NAME AND ADDRESS OF THE OWNER.
NORTH VALLEY, INC. SHALL NOT BE OBLIGATED TO COMMENCE OR CONTINUE SUBCONTRACT WORK
UNLESS ADEQUATE ASSURANCE OF PAYMENT IS RECEIVED.
QUOTE MAY BE WITHDRAWN IN TEN DAYS.
RESPONSIBLE CONTRACTOR DOCUMENTATION AVAILABLE UPON REQUEST.
BID IS FOR ITEMS AND MATERIAL LISTED ABOVE ONLY. PRICES GOOD FOR "2021" ONLY.



REQUEST FOR COUNCIL ACTION

Submission Date: September 8, 2021	Department:	Requested Council Meeting Date: September 14, 2021	Submitted By: Mayor Jeff Pilon
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TITLE OF ISSUE:
Internet Service Provider cost/benefit analysis

BACKGROUND AND SUPPLEMENTAL INFORMATION:
 Arvig is currently offering internet and phone service to the business district of Nowthen which includes City Hall, the Fire Station, and City Offices. The city currently gets their phone service and internet through Century Link and there has been discussion to have ZAYO provide internet service. I think it is reasonable to compare the costs and benefits of the various providers.

SOURCE OF FUNDING:
 Staff time

REQUESTED COUNCIL ACTION:
 Have City Staff do a cost/benefit analysis comparing features, speeds, and price between Arvig internet/phone and ZAYO and Century Link internet/phone.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:

Aye	Nay	
_____	_____	Alders
_____	_____	Blake
_____	_____	Greenberg
_____	_____	Pilon
_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map

Other (specify) _____

Administration Department Use:

	Consent
	Regular

	Refer to: _____
	Tabled Until: _____
	Other: _____



REQUEST FOR COUNCIL ACTION

Submission Date: September 8, 2021	Department:	Requested Council Meeting Date: September 14, 2021	Submitted By: Mayor Jeff Pilon
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TITLE OF ISSUE:
Explore Internet opportunities for unserved/underserved portions of the city

BACKGROUND AND SUPPLEMENTAL INFORMATION:

PCS Technologies and Genesis Wireless have offered to investigate the potential for wireless internet service to be provided to the majority of households throughout the city of Nowthen. In order to evaluate the need and determine the potential cost, they are requesting \$1,500 for their initial services. This cost could be rolled into a package should the city decide to proceed with additional services.

SOURCE OF FUNDING:
ARPA Funds

REQUESTED COUNCIL ACTION:
Authorize \$1,500 to engage PCS to conduct their initial evaluation.

For Clerk's Use:

Motion By: _____

Second By: _____

Vote Record:

Aye	Nay	
_____	_____	Alders
_____	_____	Blake
_____	_____	Greenberg
_____	_____	Pilon
_____	_____	Rainville

SUPPORTED DOCUMENTS ATTACHED

Resolution	Ordinance	Contract	Minutes	Plan Map

Other (specify) _____

Administration Department Use:

	Consent
	Regular

	Refer to: _____
	Tabled Until: _____
	Other: _____