
Cambridge City Council - City Hall Council Chambers
Regular Meeting, Monday, May 20, 2019
Meeting Announcement and Agenda
6:00 pm

*Members of the audience are encouraged to follow the agenda.
Agendas are available on the table outside the Council Chambers door.*

1. Call to Order & Pledge of Allegiance

2. Citizens Forum

When addressing the Council, please state your name and address for the official record.

3. Approval of Agenda (p. 1)

4. Consent Agenda Approvals

- A. Regular and Summary City Council Meeting Minutes for May 6, 2019 (p. 3)
- B. Warrants #113238 - #113564 and ACH/Wire items totaling \$1,560,328.56 (p. 15)
- C. Cambridge Downtown loan for Ashland Arts Building, LLC with Joel Pennington 218 Ashland St S (p. 59)
- D. Street Closure Request – American Legion, May 27, 2019 – Memorial Day Observance Main Street from 2nd Street S to 3rd Street S (p. 72)
- E. Resolution R19-033 Accepting restricted donations for Fire Department (p. 80)
- F. Approve Contract with Mike Jungbauer for septic review and inspections at the proposed Cambridge-Isanti Special Education building (p. 82)
- G. Approve postponement of bond sale for water tower (p. 87)

5. Work Session

6. Unfinished Business

- A. Resolution R19-032 Resolution to Support of a Proposal from Greg Opegard, Walker Methodist And Roers Investment, LLC to Construct Affordable Senior Housing Apartment Building in the City of Cambridge **[STAFF WILL EMAIL OUT REPORT ON FRIDAY – STILL WAITING ON FINAL TIF RUN]**

B. Ordinance 691 – Amending Title XI Business Regulations, Chapter 115 Tobacco (p. 88)

C. Refuse Hauling RFP Responses (p. 122)

7. New Business

A. Approve Resolution R19-034 Authorizing the Sale of City Owned Properties (p. 172)

B. Approve Resolution R19-035 Accept Bid and Award Contract for West Water Tower (p. 182)
1. Proposal of SEH Construction Contract

C. Approve Resolution R19-036 Preliminary Plat for Cambridge 2nd Avenue SW (p. 185)

D. Approve Resolution R19-037 Final Plat for Cambridge 2nd Avenue SW (p. 192)

E. Abatement of a Blight Structure located at 15.069.0620 (p. 196)

8. Mayor’s Report

9. Council Concerns

10. City Attorney’s Report

11. City Administrator’s Report

12. Adjourn

Notice to the hearing impaired: Upon request to City staff, assisted hearing devices are available for public use. Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

Unless otherwise noted, all meetings are at City Hall in Council Chambers

Upcoming Meetings

<u>Date</u>	<u>Time</u>	<u>Description</u>
5/23	7:00pm	North T.H. 65 Corridor Coalition (Isanti Co. Gov’t Center)
5/27	6:00pm	Fire Department (Fire Dept. Training Room)
5/28	7:00pm	Isanti Co. Parks and Recs Commission (Isanti Co. Gov’t Center)
6/4	7:00pm	Cambridge Planning Commission

Upcoming Events

<u>Date</u>	<u>Time</u>	<u>Description</u>
5/27		Memorial Day- Offices Closed
6/1		Cambridge Day Out

**Cambridge City Council Meeting Minutes
Monday, May 6, 2019**

A regular meeting of the Cambridge City Council was held on Monday, May 6, 2019, at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: Mayor James Godfrey; Council Members Kersten Conley, Marlys Palmer, Lisa Iverson, and Bob Shogren. All present, no absences.

Staff Present: City Administrator Woulfe, Attorney Squires, Police Chief Schuster, Utilities/Public Works Director Schwab, Finance Director Moe, Economic Development Director Gustafson, Emergency Management Director/Deputy Fire Chief Pennings, Community Development Specialist Levitski, Community Development Secretary Nisley, and Receptionist Conrad.

Call to Order, Pledge of Allegiance, and Approval of Agenda.

Godfrey called the meeting to order at 3:34 pm and led the public in the Pledge of Allegiance. Shogren moved, seconded by Iverson, to approve the agenda as presented. Motion carried unanimously.

Consent Agenda

Iverson moved, seconded by Palmer, to approve consent agenda Items A-F:

- A. Regular and Summary City Council Meeting Minutes for April 15, 2019
- B. Draft March 2019 Financial Statements
- C. Resolution R19-029 Accept Restricted Donation for Parks Activities
- D. Resolution R19-030 Calling for the Sale of Revenue Bonds for Water Tower Construction
- E. Resolution R19-031 Mn Dot Airport Maintenance and Operation Grant Contract
- F. Toro Proforce Trail Blower Purchase

Upon call of the roll, Godfrey, Shogren, Palmer, Iverson, and Conley voted aye, no nays. Motion carried.

Work Session

Building Safety Month Proclamation – May 2019

City Council recognized May as Building Safety Month by reading the International Code Council Building Safety Proclamation and commending staff for their efforts to keep our community safe and up to code.

Sue Vanek, Introduction of Nystrom and Associates

Brian Nystrom, CEO of Nystrom & Associates addressed council explaining the business was established in 1991 and is a Mental Health, Psychiatry and Substance Use Treatment facility. Nystrom stated they have locations in 15 different cities throughout Minnesota and offer a wide variety of

services for the community. Nystrom provided Council with a short PowerPoint presentation which highlighted these services, locations and contact information. Nystrom thanked Council for their support.

Woulfe asked Nystrom about critical stress debriefings and Employee Assistance Programs. Vanek explained both are services they have ample experience in and would like to discuss it further with Council.

Emergency Sewer line Repair at 2905 South Main Street

Schwab reported on April 22 staff received a sewer back-up complaint from a resident at 2905 South Main Street. Schwab stated staff investigated and discovered that the back-up was caused by the failure of a septic tank that the resident's sewer line discharged into before entering the city sewer main.

Schwab reported the residence was hooked up to city sewer in 1989 as part of the Goldenwood annexation. Schwab explained when the hook-up was done the existing drain field was removed but the tank was left in place, and the connection to the mainline was done from a discharge pipe in that septic tank. Schwab stated the general practice when hooking up a sewer service line to a residence that has an existing on-site system would be to remove the on-site system, including the septic tanks, and make the connection. Schwab explained for unknown reasons this was not done at this residence and now the problem must be remedied. Schwab stated the contractor that did that work is no longer in business so we have no recourse against the contractor.

Schwab reported on April 23, he consulted Administrator Woulfe, and due to a possible health risk, and environmental contamination concern, the decision was made to perform repairs on the system. Schwab explained due to the irregularity of the connection in 1989 it was felt that the cost for repairs should not be the sole responsibility of the homeowner. Schwab reported having contacted the homeowner, who agreed to pay for a portion of the repairs.

Schwab explained staff pumped the tank daily until April 25 when the contractor removed the existing tank and made proper connection to the sewer mainline. Schwab reported the total cost for repairs was \$3,800.00, of which the homeowner agreed to pay \$1,520.00, leaving a balance of \$2,280.00. Schwab stated funds from the sanitary sewer operating budget were used to pay the balance.

Unfinished Business

Motion modification from 1-7-19 meeting re: squad car purchase

Schuster reported Finance Director Moe pointed out a discrepancy found while preparing purchase orders. Schuster stated during the January 7, 2019 meeting, he approached council seeking approval to purchase 3 new squad cars. Schuster explained in reading the January 7, 2019 meeting minutes, during my background presentation, I noted that the Dodge Durango's would cost us \$28,410.00 each.

Schuster stated the motion that was presented (or what was recorded in the minutes) was: “ Conley moved, seconded by Iverson, to authorize Chief Schuster to facilitate the order of 3 new police vehicles in a combination of 2018 Dodge Charger Police AWD and 2019 Dodge Durango AWD Pursuit vehicles from Dodge of Burnsville, at a price not to exceed \$26,000 (plus ttl) each”.

Schuster explained as a matter of transparency and integrity, he is requesting to revisit the motion on public record to accurately reflect the cost of the squad cars, considering it was higher than the recorded motion on file.

Conley moved, seconded by Iverson to rescind the motion from the January 7, 2019 City Council Meeting. Motion carried unanimously. Conley moved, seconded by Iverson, to authorize Chief Schuster to facilitate the order of 3 new police vehicles in a combination of 2019 Dodge Charger Police AWD and 2019 Dodge Durango AWD Pursuit vehicles from Dodge of Burnsville at a price not to exceed \$29,000 (plus tax, title, and license) each. Motion carried unanimously.

House and garage moving proposal for 635 1st Ave. E., Cambridge, MN

Gustafson reported that staff have received a proposal of \$5,500 from Dave Oslund for the removal of the home and garage at 635 1st Ave E, Cambridge. Gustafson explained he is only interested in removing the buildings and not the foundation removal or the landscaping of the property. Gustafson stated Todd Schwab received price of \$4,800.00 to have the city services disconnected, block walls removed, holes punched in the basement floor for proper drainage, and fill placed in the foundation cavity.

Gustafson reported Council has the option of approving or rejecting the offer and explained staff recommends approving the proposed bid of \$5,500.00 to purchase and remove the home and garage from 635 1st Ave E, Cambridge, MN. Gustafson explained having the house removed will limit the possibility of damage, vandalism or cleaning the city may encounter before the Highway 95 projects is done.

Palmer moved, seconded by Shogren, to approve the proposed bid of \$5,500 to purchase and remove the home and garage from the site at 635 1st Ave E, Cambridge and authorize the City Administrator and Mayor to sign the Addendum to Sell and the Memorandum of Conditions Agreement. Motion carried unanimously.

Arts in the Parks 2019 Contracts

Cole reported the City has offered Painting in the Park opportunities for residents over the past few years and would like to continue the program. Cole stated the arts are an important part of culture, stress relief, mental agility, creativity and serve in creating connections between our residents.

Cole stated two contracts are provided in the packet for council approval. Cole explained both instructors are in the local area and the prices include all materials and instructor fees.

Cole explained a total of 4 painting classes are being proposed in the month of June as shown below, the total cost may vary based on number of participants. Cole reported the financials are provided for the highest possible cost based on maximum number of participants per class.

Date	Time	Activity	Cost Per Person*	Max Participants
June 6, 2019	6:00 PM	Adult Paint Party	\$30	30
June 12	6:00 PM	Succulents Paint & Plant	\$45	25
June 13	6:00 PM	Seniors Paint Party	\$30	30
June 20	6:00 PM	Parent/Child Paint Party	\$15	30

Cole explained residents will be charged a portion of the fees and the Parks and Recreation budget would cover the remaining portion, not to exceed \$1,875.00.

Shogren moved, seconded by Iverson, to approve two contracts for Arts in the Parks instruction for four paint parties, not to exceed \$1,875.00. Motion carried unanimously.

New Business

Ordinance 691 – Amending Title XI Business Regulations, Chapter 115 Tobacco

Tony Buttacavoli, Isanti County Public Health Director addressed City Council stating Isanti County has adopted an ordinance which changes the legal age to purchase tobacco and tobacco related products to age 21. Buttacavoli explained the County’s ordinance is scheduled to go into effect on June 1, 2019.

Buttacavoli explained the City of Cambridge is being asked to consider adopting the same ordinance. Buttacavoli reported from a public health perspective, Isanti County has the highest rate of teen smokers in the State of Minnesota according to the 2016 Minnesota Student Survey (see packet). Buttacavoli explained our School Resource Officers are handling vaping violations on school properties by minors on a weekly, if not daily basis. Buttacavoli stated based upon this information, minors’ use of tobacco products is a definite issue within our community.

Buttacavoli discussed research and data that has been collected regarding youth initiation of tobacco use due to flavored products and the issues surrounding younger individuals purchasing products from those who have turned 18. Buttacavoli explained 95% of adult smokers started before they were 21 years of age and that the implementation of T21 shows a 25% reduction in smoking initiation among 15 to 17-year old teenagers.

Godfrey opened the topic for public forum at 4:17 pm. The following individuals were in attendance:

Melissa Carstinson, former public health employee lives at 1485 Marigold Drive South, Cambridge is a 10-year resident with four children stated she’s seen a lot of tobacco usage in the community.

Carstinson explained her teenage children talk about how bathrooms get closed in the High School due to vaping. Carstinson stated her biggest concern is 18-year-old teens purchasing for minors.

Carla Patrick, lifelong member of the County and a resident of the City since annexation, works at Cambridge Medical Center as an RN, lives at 959 16th Ave SE, Cambridge stated she's here as a mother, nurse and member of the community and requests that Council consider approving T21. Patrick stated vaping busts are closing bathrooms for kids and the peer pressure is really high, she explained her son comes home and runs for the bathroom. Patrick reported her son gave into peer pressure in the past and he is broken because of it.

Chris Filetti, a 10-year medical practitioner, lives at 2503 Spirit River Drive. Filetti stated he has children and is in favor of T21. Filetti explained the chemicals in vaping can cause all kinds of health issues and asked Council to consider passing T21.

Lisa Wicklund, lives at 22984 Cayuga St, Saint Francis stated she doesn't disagree with T21, but she feels it should be a statewide decision. Wicklund explained there are cities surrounding that are not T21 and many of the tobacco stores have crack pipes and other paraphernalia for 18-year-old teens to purchase. Wicklund explained she doesn't think this should be done at the City/County level for this reason.

Jon Ruddy, works in internal medicine at Cambridge Medical Center, lives at 14266 Hale Street, Andover stated one in 5 people die from tobacco use and higher numbers in many cases. Ruddy is in favor of T21.

Charity Allen, chemical health specialist with Cambridge Schools for the past six years, lives at 2235 220th Ave, Mora reported she is responsible for education, counseling and prevention for students struggling with addiction. Allen explained students are very honest about their use and it's not uncommon for students to vape up to 200 times during the day. Allen is very concerned about teen addiction and is in favor of T21.

Deb Natsel, founder of the coalition and chemical use assessor, lives at 1111 Bear Circle, Cambridge stated she is in favor of T21. Natsel explained kids don't believe vaping is a big deal, but it is because it is the hardest addiction to quit. Natsel stated her mother is 80 years old and switched from cigarettes to vaping thinking it would help her quit, but she's at a higher level of nicotine than ever before. Natsel asked council to support T21.

Gabby Holboi, Cambridge High School Student body representative, lives in Braham, stated her brother suffered with addictive drugs and vaping tobacco and she is in favor of T21. Holboi explained in school they have to go find a bathroom that students are vaping in because they don't want to be guilty by association just for using the bathroom. Holboi asked council to support T21.

Zachary Toms, senior at Cambridge High School addressed council with a letter from Ray Queener who could not attend. Queener's letter stated he is in support of T21.

Terry Turnquist, Isanti County Commissioner stated he is for T21 and asked council to show teens that they do care about.

Heather, from PureExhale reported she is for T21. Heather stated she has been to other stores in the surrounding areas and the availability of paraphernalia is a big concern and feels the city would be best waiting for the state to address T21.

Godfrey read a message for Robin Rodenberg, who could not attend, stated Rodenberg is against T21 because it restricts the rights of adults.

Godfrey closed the public forum at 4:54 pm.

Godfrey stated in his experience at the school with kids getting sick from vaping, he feels 18-year-old students are not making smart choices because they are selling to younger students.

Schuster read a letter from Jessie Beck, Resource Officer at Cambridge High School stating Beck has written over 100 tickets for e-cigarettes. Beck reports that vaping is very prevalent in the community and it's very easy to hide.

Conley stated she is in support of T21 and believes the Council has a duty to protect the children of the community. Shogren stated he believes it is a state issue to address and he would prefer to wait on the state and revisit the issue as appropriate.

Iverson and Palmer both stated they were in support of waiting for the State to move forward.

Woulfe explained Council has options for proceeding:

1. Adopt the ordinance as presented.
2. Table the ordinance until the end of the 2019 Legislative Session and if T21 passes, the City will need to update its code language and the updates are included in Ordinance 691.
2. Let the State of Minnesota address this issue on a statewide basis.
3. Relinquish the City's licensing authority for tobacco products and give it back to Isanti County.

Palmer moved, seconded by Iverson, to table the ordinance until the end of the 2019 Legislative Session and discuss it further at the May 20th meeting. Motion carried unanimously.

Ordinance 692 Amending Title V Public Works, Chapter 50 Garbage and Refuse

Bob Boone, Oak Circle, a long time Cambridge resident addressed Council stating he was not in favor of multiple garbage haulers. Boon explained the reason it was instituted years ago was to help preserve the roads like Oak Circle. Boon explained he also appreciates that garbage cans are only visible one day per week and there aren't multiple trucks out hauling.

Woulfe reported Ordinance 692 Amending Title V Public Works, Chapter 50 Garbage and Refuse was provided in the packet as requested by Council at the April 16, 2019 City Council Meeting.

Shogren moved, seconded by Conley, to approve Ordinance 692 Amending Title V Public Works, Chapter 50 Garbage and Refuse with (with insertion of the word “the” under § 50.05 (C). Motion carried unanimously.

Ordinance 693 Amending Title IX General Regulations, Chapter 96 Building Regulations

Levitski reported the last time Chapter 96, Building Regulations was reviewed was in 2007 and amended in January of 2008. Since that time, the State of Minnesota Department of Labor and Industry has created a self-perpetuating model ordinance.

Levitski explained staff would like to repeal and replace the current ordinance with the draft ordinance attached. Levitski stated no content had been changed, it was simply an update to remain consistent with the Minnesota State Building Code and Minnesota State Statutes.

Iverson moved, seconded by Shogren, to approve Ordinance 693 Amending Title IX General Regulations, Chapter 96 Building Regulations. Motion carried unanimously.

Ordinance 694 Amending Title IX General Regulations, Chapter 90 Fire Prevention

Levitski reported the ICC is a member-focused association in which the City of Cambridge belongs. Levitski explained it is dedicated to developing model codes and standards used in the design, build and compliance process to construct safe, sustainable, affordable and resilient structures. Levitski stated most US communities and many global markets choose the International Codes.

Levitski reported that it appears the original Fire Code in Cambridge was adopted in 19909 and very few amendments have been made since. Levitski explained when the three model code groups merged and Minnesota adopted the 2000 I-Codes, our Fire Code should have been updated to reflect the new model codes. Levitski stated she discovered this recently when looking up information in Cambridge fire code.

Levitski reported meeting with staff to review the language in the Fire Code. Levitski explained staff decided to amend the code to operate like the Building Code where it is self-perpetuating since the State of Minnesota adopts the State Fire Code much like the State Building Code. Levitski stated cities are then left with the option of adopting the appendixes. Levitski explained staff reviewed all the appendixes in the State Fire Code and are recommending to adopt the following:

Appendix E – Hazard Categories

Appendix F – Hazard Ranking

Appendix H – Hazardous Materials Management Plan and Hazardous Materials Inventory Statement Instructions

Appendix I – Fire Protection Systems

Appendix L – Emergency Responder Radio Coverage

Levitski stated the appendixes reflect what is currently enforced by Cambridge and no significant changes are being proposed. Levitski explained staff is wanting to update our ordinance and align them with what we are currently practicing.

Levitski cited the only new section is 90.20 which regulates fires or barbecues on balconies or patios, which is appendix K in the Minnesota State Fire Code. Levitski reported staff felt that if a building has fire suppression, they should be allowed to have a barbecue on their balcony or patio so long as they meet the rest of the requirements.

Shogren moved, seconded by Iverson, to approve Ordinance 694 Amending Title IX General Regulations, Chapter 90 Fire Prevention as presented. Motion carried unanimously.

City of Cambridge Personnel Policy Amendments

Woulfe reported the City's personnel policies need to be updated on occasion to remain current with legislative changes and court decisions. Woulfe stated other areas need to be changed to clarify the policy's intent (e.g. social media policy).

Woulfe provided a summary of proposed changes as follows:

Section 3 Employee Recruitment and Selection. The new language is taken from the League of Minnesota Cities model personnel policy. It clearly states the Council is responsible for the final hiring decision and that the City Administrator manages the hiring process. This is our current practice, but this language is clearer on process.

Section 8 Personnel Plan (b). The intent of this change is to clarify when timecards are due if Monday is a holiday so that Finance still has appropriate time to process timecards for payroll.

Section 17 Vacation Leave (e). The City is obligated to pay out vacation leave when a person separates from the City. One of the areas we can improve on is having this payout go into a health care savings plan for the separating employee. This will save both the City and the employee taxes on the severance payment.

This would apply only to non-union employees at this time. This will be a topic for union negotiations to see if union members would like to provision as well. I did survey our non-union employees that would be affected by this change and a majority of the employees do prefer this change.

Section 18 Sick Leave and Light Duty Modified Duty Assignment. The proposed changes establish a formal light duty policy and is based on the League of Minnesota Cities' model personnel policy. It reflects our current practices but formalizes it in a policy.

The other change in this area is a proposed increase in the percentage of sick leave that is paid out upon an employee's separation from the City. The severance payment goes into a health savings account which an employee can use to pay health insurance premiums or other medical expenses. I am proposing this change for two reasons. First, to continue to encourage long tenure at the City of Cambridge and to have employees see the value of using their sick leave wisely.

Section 18a Regular Leave without Pay. This language is based upon the League of Minnesota Cities' model personnel policy and puts current practice into a formalized policy.

Section 23.5 Elections and Voting. This new language simply reflects state statute and puts it in a City policy so we don't need to look at the statutory language every two years when it is election time again.

Section 29 Employee Conduct. The new language is from the League of Minnesota Cities' model personnel policy and establishes clearer standards for employee conduct.

Section 30 Outside Employment. The new language is from the League of Minnesota Cities' model personnel policy and establishes clearer standards for outside employment.

Section 34 Travel Reimbursement. It has been over ten years since the amounts for meal reimbursement have been increased. The new amounts are from the United States General Services Administration meal reimbursement guidelines for Minnesota.

Section 42 Communications Policy for Employees. The new language is from the League of Minnesota cities model personnel policy and updates our social media policy to reflect current practices. The language also clarifies what will be included in our social media pages which is based upon the same language as the Council adopted policies for the public access channel.

Shogren moved, seconded by Palmer, to approve the amendments to the City of Cambridge Personnel Policy as presented.

Iverson requested discussion on the change in severance payment for sick leave. Godfrey indicated he felt a better compromise was needed before making the change. Woulfe stated she developed additional language after discussing it with Godfrey. Woulfe suggested the Council modify the language amending the severance payout to read:

Sick Leave Severance Payment: Upon termination of employment, an employee with at least 10 years of employment with the City of Cambridge who leaves employment in good standing shall be eligible to receive 50% of a maximum of ~~800~~ 200 hours of unused sick leave hours as severance pay upon termination of employment. For an employee that is retiring, will be receiving a pension from PERA or Social Security, and is in good standing shall be eligible to receive 75% of a maximum of 800 unused sick leave hours as severance pay upon retirement.

Councilmembers felt this addressed their concerns about increasing the City's cost on severance payments. Both Shogren and Palmer agreed to amend their original motion to add the compromise language on the sick leave severance payment.

Motion carried unanimously.

Approve Resolution R19-032 Supporting Tax Credit Application by Greg Oppegard, Walker Methodist and Roers Investment, LLC for Senior Housing Proposal

Gustafson reported staff have been working with Greg Oppegard, Walker Methodist and Roers Investment, LLC on several sites within the city of Cambridge for development of a senior housing apartment complex. Gustafson explained this property has been sitting idle for many years and staff have spoken with several developers over the years.

Gustafson explained Greg Oppegard, Walker Methodist and Jared Ackman, Roers Investment, LLC are preparing a Tax Credit application to Minnesota House Financing Authority and proposing to build a 100-unit, three-story senior apartment building on this site. Gustafson stated this project would offer a combination of one- and two-bedroom units and 100% of the units would be affordable.

Gustafson reported the Developer will be submitting their application for a Tax Credit project, to MHFA by June 1st, 2019. Gustafson explained Mr. Oppegard, Walker Methodist will be applying for Tax Increment Financing to assist with this project.

Gustafson stated the project would qualify for a Housing TIF District up to 26 years but further review would need to be done to determine need, number of years and the amount of pay as you TIF. Gustafson reported the estimated project cost is \$20 million plus and if applications are successful, they would be looking to start construction in the spring of 2020.

Gustafson stated the Developer needs preliminary approval of this project in order to seek approval of the other entities. Gustafson stated once approved they will move forward with the required fees to pay for the costs of the creation of the TIF district and that is approximately \$15,000.00.

Gustafson explained the project will need various approvals from Planning Commission and City Council which will all be handled simultaneously and the Developer will submit and proceed with the following items:

- Application and finalize creation of the Tax Increment Financing District
- PUD amendment would need to be approved by Planning Commission and City Council.
- Water and sewer area charges and park dedication fees need to be paid
- Water and sewer access charges need to be paid
- Platting the properties
- Trail needs to be completed on the west side of Old Main St

Gustafson explained the next steps of the project are very costly, therefore if Council is not in support of the project, now is the time to say for the Council to say that and the project will cease.

Gustafson explained staff is recommending the City Council approve Resolution R19-032 Supporting the Tax Credit Application by Greg Opegard, Walker Methodist and Roers Investment, LLC, to Construct a mixed income Senior Housing apartment building in The City of Cambridge. Gustafson stated Plat the property, request a Condition Use Permit, request vacation Right of Way, once approved by lenders proceed with final application to create a Tax Increment Financing District and instruct the Planning Commission to initiate Conditional use Permit as presented.

Council stated they supported the project and would like to see it move forward. Gustafson stated some final tweaking needs to be done on the resolution and he will bring it back to the May 20, 2019 City Council meeting for final approval.

There were no Committee Reports

Mayor's Report

Godfrey passed out new booklets with information and phone numbers on them to Council members. Godfrey reported he attended the day of prayer at the Lutheran Church and reminded Council that the Love Your City Series is at City Center Mall on May 13.

There were no Council Concerns, City Attorney's Report or City Administrator's Report.

Adjournment of Council Meeting

Being no further business before the City Council, Palmer moved, seconded by Conley, to adjourn the regular meeting at 6:35 pm. Motion carried unanimously.

James A. Godfrey, Mayor

ATTEST:

Linda J. Woulfe, City Administrator

**SUMMARY PUBLICATION OF THE PROCEEDINGS OF THE
CAMBRIDGE CITY COUNCIL**

The complete minutes are available for public inspection at the office of the City Administrator, 300 3rd Ave. NE, Cambridge, Minnesota.

**Regular City Council Meeting
May 6, 2019**

Members Present: Mayor James Godfrey; Council Members Kersten Conley, Marlys Palmer, Lisa Iverson, and Bob Shogren. All present, no absences.

- Meeting called to order at 3:34 pm.
- Approved agenda as presented.
- Approved consent agenda items A-F as presented.
- Recognition of Building Safety Month and reading of the ICC Proclamation.
- Introduction of Nystrom & Associates.
- Emergency Sewer Line Repair on April 22, 2019 explanation and recap.
- Rescinded motion from January 7, 2019 City Council meeting and corrected the motion authorizing Chief Schuster to facilitate the order of 3 new police vehicles in a combination of 2019 Dodge Charger Police AWD and 2019 Dodge Durango AWD Pursuit vehicles from Dodge of Burnsville at a price not to exceed \$29,000 (plus tax, title, and license) each.
- Approved proposed bid of \$5,000 to purchase and remove home and garage from 635 1st Ave E, Cambridge.
- Approved two contracts for Arts in the Parks instruction for four paint parties, not to exceed \$1,875.
- Tabled Ordinance 691 Amending Title XI Business Regulations, Chapter 115 Tobacco until the May 20, 2019 Council meeting.
- Approved Ordinance 692 Amending Title V Public Works, Chapter 50 Garbage and Refuse.
- Approved Ordinance 693 Amending Title IX General Regulations, Chapter 96 Building Regulations.
- Approved Ordinance 694 Amending Title IX General Regulations, Chapter 90 Fire Prevention.
- Approved amendments to City of Cambridge Personnel Policy.
- Resolution R19-032 Supporting Tax Credit Application by Greg Oppegard, Walker Methodist and Roers Investment, LLC for Senior Housing Proposal was moved to the May 20, 2019 meeting.
- Adjourned meeting at 6:35 pm.

CAMBRIDGE CITY COUNCIL MEETING
 May 20, 2019
 BILLS LIST

Disbursement Type:	Date	Check #s	<u>Submitted For Approval</u>
Prepaid Checks	4/10/2019	113238 - 113305	307,236.30
Prepaid Checks	4/17/2019	113306 - 113374	84,129.69
Prepaid Checks	4/24/2019	113375 - 113442	289,166.89
Prepaid Checks	5/1/2019	113443 - 113495	113,493.03
Prepaid Checks	5/9/2019	113496 - 113564	273,699.97
Total Checks			1,067,725.88
PAID THROUGH ACH or WIRE April 2019:			
Payroll			220,693.06
Federal Payroll Tax Withholding			64,508.87
State Payroll Tax Withholding			13,675.26
PERA Withholdings			57,134.32
Deferred Comp Premiums			3,740.00
Self Insurance & Flex & Select Account Admin Fee			5,110.20
ECE			55,898.86
Sales & Use Tax Payments to State of MN			40,608.00
Centerpoint			11,585.70
Wright Express (City wide fuel cards)			10,797.63
Connexus			1108.4
Midcontinent			6,072.99
Reliance Life Insurance ACH			1,141.33
AFLAC			528.06
Total Paid through ACH or Wire			492,602.68

TOTAL SUBMITTED FOR APPROVAL

\$1,560,328.56

I certify that the amounts listed above and detailed as attached, represent a complete and accurate representation of City check disbursements from 4/4/19-5/9/2019 and all other disbursements for April 2019.

Caroline Moe 5/13/19
 Caroline Moe, Director of Finance signature & date

Linda Gerlach Finance Clerk 5-13-2019
 Linda Gerlach, Finance Clerk signature & date

Vendor	Vendor Name	Description	Net Invoice Amount
44	Absolute Portable Restrooms	Regular Unit - Ice Rinks	90.00
Total 44:			90.00
320	Ascent Aviation Group, Inc	Aviation Gasoline	14,811.85
Total 320:			14,811.85
521	Bellboy Corporation	Liquor Store Merchandise	1,064.70
521	Bellboy Corporation	Liquor Store Merchandise	639.00
521	Bellboy Corporation	Liquor Store Merchandise	132.95
Total 521:			1,836.65
551	Chas A. Bernick Inc.	Credit Liquor Merchandise	281.00-
551	Chas A. Bernick Inc.	Liquor Store Merchandise	480.00
551	Chas A. Bernick Inc.	Liquor Store Merchandise	292.00
551	Chas A. Bernick Inc.	Liquor Store Merchandise	3,816.10
551	Chas A. Bernick Inc.	Small Tools & Equipment - Liquor Store	534.38
551	Chas A. Bernick Inc.	Service Call - Liquor Store	50.00
Total 551:			4,891.48
766	Bureau of Crim. Apprehension	CJDN Access Fee (State GF & BCA)	270.00
Total 766:			270.00
797	C & L Distributing	Liquor Store Merchandise	273.80
Total 797:			273.80
906	NAPA Central MN	Repair & Maint Supplies - Planning Dept	204.54
906	NAPA Central MN	Repair & Maint Supplies - PD	10.76
906	NAPA Central MN	Repair & Maint Supplies - Streets	277.68
906	NAPA Central MN	Repair & Maint Supplies - Parks	32.27
906	NAPA Central MN	Repair & Maint Supplies - Airport	85.22
906	NAPA Central MN	Repair & Maint Supplies - Wastewater	104.69
Total 906:			715.16
961	Cambridge-Isanti Community Edu	Facility Rental - Police Reserve Training	300.00
Total 961:			300.00
1140	Cintas Corporation	Rug Rentals - Liquor Store	99.46
1140	Cintas Corporation	Rug Rentals - Liquor Store	81.39
1140	Cintas Corporation	Rug Rentals - Street Dept	14.43
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Street Dept	121.42
1140	Cintas Corporation	Uniform Rental - Parks	6.72
1140	Cintas Corporation	Uniform Rental - Maintenance	3.02
1140	Cintas Corporation	Uniform Rental - Parks	5.56

Vendor	Vendor Name	Description	Net Invoice Amount
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Water/Wastewat	99.51
Total 1140:			431.51
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	26,051.10
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	15,310.40
Total 1396:			41,361.50
1552	Dirtworks, Inc.	Diagnose & Repair Watermain - Hwy 95	6,092.70
Total 1552:			6,092.70
1666	East Central Solid Waste Commis	Disposal of Electronics / Furniture	40.00
Total 1666:			40.00
1681	ECM Publishers, Inc.	Advertising - Liquor Store	1,950.42
Total 1681:			1,950.42
1767	Engaged Public	Subscription Balancing Act PRO & Taxpayer	2,388.00
Total 1767:			2,388.00
1921	Ferguson Waterworks	Automatic Meter Read Project	5,952.92
1921	Ferguson Waterworks	Automatic Meter Read Project	2,791.18
Total 1921:			8,744.10
2059	Synchrony Bank	Office Supplies	20.95
2059	Synchrony Bank	Misc Operating Supplies - Streets	149.99
2059	Synchrony Bank	Misc Operating Supplies - Streets	163.01
2059	Synchrony Bank	Repair & Maint Supplies - Streets	33.98
2059	Synchrony Bank	Misc Operating Supplies - Parks	149.99
Total 2059:			517.92
2188	Gratitude Farms	Animal Control Services	400.00
Total 2188:			400.00
2190	Great Plains Fire, Inc.	Equipment - Fire Dept	8,700.00
Total 2190:			8,700.00
2416	John Hirsch's Cambridge Motors	Repair & Maint Supplies - PD Vehicle	41.35
2416	John Hirsch's Cambridge Motors	Repair & Maint Labor - PD Vehicle	147.88
Total 2416:			189.23

Vendor	Vendor Name	Description	Net Invoice Amount
2626	Isanti County Attorney's Office	Prosecution Services - March	3,291.83
Total 2626:			3,291.83
2631	Isanti County Auditor-Treasurer	Fireworks Display Permit - City of Cambridge	50.00
Total 2631:			50.00
2781	John Deere Company	Quote 18654301-1600 Turbo Series III Commer	57,014.23
2781	John Deere Company	Broom for 1600 Wide Area Mower	7,500.00
2781	John Deere Company	CAB for 1600 Wide Area Mower	13,350.00
2781	John Deere Company	Trade in 2007 Toro Groundmaster	7,500.00-
Total 2781:			70,364.23
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	246.10
2796	Johnson Brothers Liquor Co	Freight Charge	4.65
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	631.65
2796	Johnson Brothers Liquor Co	Freight Charge	20.15
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	15,470.31
2796	Johnson Brothers Liquor Co	Freight Charge	214.76
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,633.65
2796	Johnson Brothers Liquor Co	Freight Charge	49.60
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	206.15
2796	Johnson Brothers Liquor Co	Freight Charge	3.10
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	2,475.31
2796	Johnson Brothers Liquor Co	Freight Charge	79.05
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	48.99-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	.77-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	77.70-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	3.10-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	75.00-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	1.55-
Total 2796:			20,827.37
3146	League of MN Cities Ins Trust	Work Comp Ded.	43.67
3146	League of MN Cities Ins Trust	Work Comp Ded.	250.00
Total 3146:			293.67
3321	MacQueen Equipment Inc.	Repair & Maint Supplies - Streets	534.57
Total 3321:			534.57
3416	Marudas Graphics, Inc.	Utility Bills	1,000.00
3416	Marudas Graphics, Inc.	Utility Bills	1,274.63
Total 3416:			2,274.63
3461	McDonald Distributing Company	Credit Liquor Merchandise	18.80-

Vendor	Vendor Name	Description	Net Invoice Amount
3461	McDonald Distributing Company	Liquor Store Merchandise	864.00
3461	McDonald Distributing Company	Liquor Store Merchandise	5,954.65
3461	McDonald Distributing Company	Liquor Store Merchandise	675.55
Total 3461:			7,477.40
3521	Menards	Repair & Maint - Wastewater Plant	20.50
3521	Menards	Repair & Maint Supplies - Bldg/Infrastructure	184.99
3521	Menards	Repair & Maint Supplies - Fire Dept	33.62
3521	Menards	Small Tools - Water	11.99
3521	Menards	Repair & Maint - Water Plant	175.92
3521	Menards	Misc Operating Supplies - Wastewater	23.96
3521	Menards	Misc Operating Supplies - Wastewater	8.45
3521	Menards	Misc Operating Supplies - Shop	93.80
3521	Menards	Small Tools - Parks	7.99
Total 3521:			561.22
3542	Metro Payroll Inc.	eKlock Enterprise - February	318.75
Total 3542:			318.75
3543	Metro Sales, Inc.	Ricoh MP 2554SP & C2004 Copier Lease	251.80
Total 3543:			251.80
3676	MCSI Minnesota Computer Syste	Contract Base Rate/Overage Charge - Tosh/Est	14.44
Total 3676:			14.44
4001	MVTL Laboratories Inc.	Testing - Water	121.50
Total 4001:			121.50
4011	NAC Mechanical & Electrical Serv	Spring Semi-Annual Maintenance	1,019.70
Total 4011:			1,019.70
4091	New France Wine	Liquor Store Merchandise	189.00
4091	New France Wine	Freight Charge	2.00
4091	New France Wine	Liquor Store Merchandise	384.00
4091	New France Wine	Freight Charge	6.00
Total 4091:			581.00
4286	Ole's Window Cleaning	Window Cleaning - Liquor Store	138.94
Total 4286:			138.94
4426	Paustis Wine Company	Liquor Store Merchandise	1,776.75
4426	Paustis Wine Company	Freight Charge	23.75

Vendor	Vendor Name	Description	Net Invoice Amount
Total 4426:			1,800.50
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,400.35
4476	Phillips Wine & Spirits	Freight Charge	20.54
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,796.00
4476	Phillips Wine & Spirits	Freight Charge	52.70
4476	Phillips Wine & Spirits	Liquor Store Merchandise	415.80
4476	Phillips Wine & Spirits	Credit Liquor Merchandise	147.80-
4476	Phillips Wine & Spirits	Credit Freight Charge	3.10-
4476	Phillips Wine & Spirits	Credit Liquor Merchandise	45.00-
4476	Phillips Wine & Spirits	Credit Freight Charge	3.10-
4476	Phillips Wine & Spirits	Liquor Store Merchandise	112.00-
4476	Phillips Wine & Spirits	Credit Freight Charge	3.10-
4476	Phillips Wine & Spirits	Credit Liquor Merchandise	147.80-
4476	Phillips Wine & Spirits	Credit Freight Charge	3.10-
4476	Phillips Wine & Spirits	Credit Liquor Merchandise	172.26-
Total 4476:			3,048.13
4563	Prefer Paving & Ready-Mix, Inc.	Hwy 95 Street Patch	4,200.00
Total 4563:			4,200.00
4799	Replenishment Solutions, Inc.	Liquor Store Merchandise	75.00
Total 4799:			75.00
5181	Southern Glazer's of MN	Liquor Store Merchandise	3,375.44
5181	Southern Glazer's of MN	Delivery Charge	47.54
5181	Southern Glazer's of MN	Liquor Store Merchandise	3,019.50
5181	Southern Glazer's of MN	Delivery Charge	66.65
5181	Southern Glazer's of MN	Liquor Store Merchandise	283.50
5181	Southern Glazer's of MN	Liquor Store Merchandise	334.75
5181	Southern Glazer's of MN	Delivery Charge	1.55
Total 5181:			7,128.93
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	3,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	3,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	4,500.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	3,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	750.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	24,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	1,500.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	12,990.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	1,350.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	150.00

Vendor	Vendor Name	Description	Net Invoice Amount
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	225.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	225.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	225.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	150.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	300.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	4,740.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	9,270.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	6,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - T. Hanson	1,643.00
Total 5191:			77,393.00
5251	Star	Advertising Liquor Store	280.00
5251	Star	Advertising Liquor Store	270.13
Total 5251:			550.13
5256	Star 95 Car Wash & Detailing	Squad Car Washes	9.62
Total 5256:			9.62
5301	Steve's Tire Inc	Repairs and Maint Supplies - FD	528.04
5301	Steve's Tire Inc	Repair and Maint Labor - FD	160.95
5301	Steve's Tire Inc	Repairs and Maint Supplies - FD	6.95
5301	Steve's Tire Inc	Repair and Maint Labor - FD	25.00
Total 5301:			720.94
5446	The American Bottling Company	Liquor Store Merchandise	222.80
Total 5446:			222.80
5581	Total Control Systems, Inc.	Repair & Maint - Water Plant	275.90
Total 5581:			275.90
5743	U.S. Bank Equipment Finance	Ricoh MPC2004EX-RS Copier	87.00
Total 5743:			87.00
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	365.35
Total 5816:			365.35
5831	Vinocopia	Liquor Store Merchandise	2,290.75
5831	Vinocopia	Freight Charge	28.50
Total 5831:			2,319.25

Vendor	Vendor Name	Description	Net Invoice Amount
5878	Waste Management	Dumpster Service & Recycle - Streets	219.19
5878	Waste Management	Dumpster Service & Recycle - Water	116.32
5878	Waste Management	Dumpster Service & Recycle - Wastewater	116.36
5878	Waste Management	Dumpster Service & Recycle - Liquor Store	116.35
Total 5878:			568.22
5886	Watson Co., Inc.	Liquor Store Merchandise	2,554.65
5886	Watson Co., Inc.	Misc Operating Supplies - LS	177.93
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			2,738.58
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	1,908.90
5891	Breakthru Beverage Minnesota	Freight Charge	17.35
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	748.11
5891	Breakthru Beverage Minnesota	Freight Charge	10.73
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	34.16
5891	Breakthru Beverage Minnesota	Freight Charge	1.15
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	122.75
Total 5891:			2,843.15
5995	WiMacTel Inc.	WiMac Tel Payphone Advantage Service	66.00
Total 5995:			66.00
6076	Zep Sales and Service	Repair and Maint Supplies - Streets	698.43
Total 6076:			698.43
Grand Totals:			307,236.30

Dated: 4/10/19

City Treasurer: Caroline [Signature]

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/19	04/10/2019	113238	44	Absolute Portable Restrooms	101-20100	90.00
04/19	04/10/2019	113241	320	Ascent Aviation Group, Inc	211-20100	14,811.85
04/19	04/10/2019	113242	521	Bellboy Corporation	610-20100	1,836.65
04/19	04/10/2019	113244	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	2,843.15
04/19	04/10/2019	113245	766	Bureau of Crim. Apprehension	101-20100	270.00
04/19	04/10/2019	113246	797	C & L Distributing	610-20100	273.80
04/19	04/10/2019	113247	961	Cambridge-Isanti Community Education	101-20100	300.00
04/19	04/10/2019	113249	551	Bernick's	610-20100	4,891.48
04/19	04/10/2019	113250	1140	Cintas Corporation	601-20100	431.51
04/19	04/10/2019	113255	1396	Dahlheimer Beverage, LLC	610-20100	41,361.50
04/19	04/10/2019	113256	1552	Dirtworks, Inc.	601-20100	6,092.70
04/19	04/10/2019	113257	1666	East Central Solid Waste Commission	101-20100	40.00
04/19	04/10/2019	113258	1681	ECM Publishers, Inc.	610-20100	1,950.42
04/19	04/10/2019	113260	1767	Engaged Public	101-20100	2,388.00
04/19	04/10/2019	113261	1921	Ferguson Waterworks #2516	601-20100	8,744.10
04/19	04/10/2019	113262	2188	Gratitude Farms	101-20100	400.00
04/19	04/10/2019	113263	2190	Great Plains Fire, Inc.	420-20100	8,700.00
04/19	04/10/2019	113264	2626	Isanti County Attorney's Office	101-20100	3,291.83
04/19	04/10/2019	113265	2631	Isanti County	101-20100	50.00
04/19	04/10/2019	113266	2781	Deere & Company	415-20100	70,364.23
04/19	04/10/2019	113267	2416	John Hirsch's Cambridge Motors	101-20100	189.23
04/19	04/10/2019	113268	2796	Johnson Bros - St Paul	610-20100	20,827.37
04/19	04/10/2019	113269	3146	League of MN Cities Ins Trust	101-20100	293.67
04/19	04/10/2019	113270	3321	MacQueen Equipment Inc.	101-20100	534.57
04/19	04/10/2019	113271	3416	Marudas Graphics, Inc.	602-20100	2,274.63
04/19	04/10/2019	113272	3461	McDonald Distributing Company	610-20100	7,477.40
04/19	04/10/2019	113273	3676	MCSI Minnesota Computer Systems Inc	101-20100	14.44
04/19	04/10/2019	113275	3521	Menards	101-20100	561.22
04/19	04/10/2019	113276	3542	Metro Payroll Inc.	101-20100	318.75
04/19	04/10/2019	113277	3543	Metro Sales, Inc.	101-20100	251.80
04/19	04/10/2019	113278	4001	Minnesota Valley Testing Labs	601-20100	121.50
04/19	04/10/2019	113279	4011	NAC Mechanical & Electrical Services	101-20100	1,019.70
04/19	04/10/2019	113280	906	NAPA Central MN	211-20100	715.16
04/19	04/10/2019	113281	4091	New France Wine	610-20100	581.00
04/19	04/10/2019	113283	4286	Ole's Window Cleaning	610-20100	138.94
04/19	04/10/2019	113284	4426	Paustis Wine Company	610-20100	1,800.50
04/19	04/10/2019	113286	4476	Phillips St Paul	610-20100	3,048.13
04/19	04/10/2019	113287	4563	Prefer Paving Inc	601-20100	4,200.00
04/19	04/10/2019	113288	4799	Replenishment Solutions, Inc.	610-20100	75.00
04/19	04/10/2019	113289	5181	Southern Glazer's of MN	610-20100	7,128.93
04/19	04/10/2019	113290	5191	SPEW Health Plan	101-20100	77,393.00
04/19	04/10/2019	113291	5251	Star	610-20100	550.13
04/19	04/10/2019	113292	5256	Star 95 Car Wash & Detailing	101-20100	9.62
04/19	04/10/2019	113293	5301	Steve's Tire Inc	101-20100	720.94
04/19	04/10/2019	113295	2059	Synchrony Bank	101-20100	517.92
04/19	04/10/2019	113296	5446	The American Bottling Company	610-20100	222.80
04/19	04/10/2019	113297	5581	Total Control Systems, Inc.	601-20100	275.90
04/19	04/10/2019	113298	5743	U.S. Bank Equipment Finance	101-20100	87.00
04/19	04/10/2019	113299	5816	Viking Coca-Cola Bottling Co	610-20100	365.35
04/19	04/10/2019	113300	5831	Vinocopia	610-20100	2,319.25
04/19	04/10/2019	113302	5878	Waste Management of WI-MN	101-20100	568.22
04/19	04/10/2019	113303	5886	Watson Co., Inc.	610-20100	2,738.58
04/19	04/10/2019	113304	5995	WiMacTel Inc.	211-20100	66.00
04/19	04/10/2019	113305	6076	Zep Sales and Service	101-20100	698.43

Grand Totals:

307,236.30

Vendor	Vendor Name	Description	Net Invoice Amount
226	AMSOIL INC	Fuel Additives	12.81
226	AMSOIL INC	Fuel Additives	198.15
Total 226:			210.96
239	Anderberg, Ethan	Refund Overpayment Final Water Bill 1-15142	13.83
Total 239:			13.83
319	Artisan Beer Company	Liquor Store Merchandise	41.25
Total 319:			41.25
341	Aspen Mills	Uniform Allowance - Police Dept	499.31
Total 341:			499.31
412	Baas Properties, LLC	Refund Overpayment Special Assessment	5,766.48
Total 412:			5,766.48
521	Bellboy Corporation	Liquor Store Merchandise	1,896.56
521	Bellboy Corporation	Liquor Store Merchandise	117.60
Total 521:			2,014.16
551	Chas A. Bernick Inc.	Credit Liquor Merchandise	32.00-
551	Chas A. Bernick Inc.	Liquor Store Merchandise	256.45
551	Chas A. Bernick Inc.	Liquor Store Merchandise	4,960.55
Total 551:			5,185.00
941	Cambridge Township	343rd Ave NE LRIP Grant Project	1,648.12
Total 941:			1,648.12
1140	Cintas Corporation	Rug & Towel Rentals - Street Dept	17.43
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Street Dept	103.90
1140	Cintas Corporation	Uniform Rental - Parks	6.72
1140	Cintas Corporation	Uniform Rental - Maintenance	3.02
1140	Cintas Corporation	Uniform Rental - Parks	5.56
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Water/Wastewat	99.51
Total 1140:			236.14
1303	Cooke, Gregory & Cheryl	Refund Overpayment Final Water Bill 1-2057	70.24
Total 1303:			70.24
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	10,500.65
1396	Dahlheimer Beverage, LLC	Credit Liquor Merchandise	288.00-

Vendor	Vendor Name	Description	Net Invoice Amount
Total 1396:			10,212.65
1906	Federated Co-ops, Inc.	Propane - Ice Rinks	99.90
Total 1906:			99.90
2346	Hayford Ford	Repair & Maint Supplies - PD vehicle	54.67
2346	Hayford Ford	Repair & Maint Labor - PD vehicle	15.16
Total 2346:			69.83
2416	John Hirsch's Cambridge Motors	Repair & Maint Supplies - PD Vehicle	79.71
2416	John Hirsch's Cambridge Motors	Repair & Maint Labor - PD Vehicle	129.88
Total 2416:			209.59
2440	Home Pride Inc	Refund Overpayment Final Water Bill 1-16131	50.00
Total 2440:			50.00
2473	Husom & Huff	Refund Overpayment Final Water Bill 1-4674	44.69
Total 2473:			44.69
2486	IBEW Local 110	Union Dues - April	364.00
Total 2486:			364.00
2676	Isanti County Recorder	Document A482064-A482066	138.00
2676	Isanti County Recorder	LandShark Subscription	600.00
Total 2676:			738.00
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	2,763.95
2796	Johnson Brothers Liquor Co	Freight Charge	37.74
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	2,278.90
2796	Johnson Brothers Liquor Co	Freight Charge	55.80
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	132.72
2796	Johnson Brothers Liquor Co	Freight Charge	5.12
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	2,319.24
2796	Johnson Brothers Liquor Co	Freight Charge	83.70
Total 2796:			7,677.17
2861	Kath Fuel Oil Service Co	Fuel and Additives	371.37
Total 2861:			371.37
3029	Kuzelka, Jason	Refund Overpayment Final Water Bill 1-81	8.24

Vendor	Vendor Name	Description	Net Invoice Amount
Total 3029:			8.24
3056	Lake Superior Laundry Inc.	Fire Dept Rugs	15.00
Total 3056:			15.00
3176	LELS	Union Dues - April	561.00
Total 3176:			561.00
3461	McDonald Distributing Company	Credit Liquor Merchandise	242.18-
3461	McDonald Distributing Company	Liquor Store Merchandise	7,114.10
3461	McDonald Distributing Company	Credit Liquor Merchandise	617.00-
3461	McDonald Distributing Company	Credit Liquor Merchandise	10.00-
3461	McDonald Distributing Company	Liquor Store Merchandise	131.00
Total 3461:			6,375.92
3521	Menards	Misc Operating Supplies - Streets	42.43
3521	Menards	Misc Operating Supplies - Streets	6.96
3521	Menards	Misc Operating Supplies - Streets	28.41
3521	Menards	Misc Operating Supplies - Parks	12.70
3521	Menards	Misc Operating Supplies - Parks	3.47
3521	Menards	Repair & Maint Supplies - Streets	94.91
3521	Menards	Repair & Maint - Water Plant	10.74
3521	Menards	Repair & Maint Supplies - Streets	151.14
Total 3521:			350.76
3666	Minnesota Child Support Payment	Child Support Withholdings-	137.51
3666	Minnesota Child Support Payment	Child Support Withholdings-	84.04
Total 3666:			221.55
3776	Minnesota Unemployment Insuran	Unemployment Benefits - Quarter 1 2019	1,289.94
Total 3776:			1,289.94
3791	Minnestalgia Winery	Liquor Store Merchandise	192.00
Total 3791:			192.00
3829	MN Dept of Labor and Industry	Quarterly Building Permit Surcharge	601.00
3829	MN Dept of Labor and Industry	Quarterly Building Permit Surcharge	25.00-
Total 3829:			576.00
3876	Minnesota Pollution Control Agen	Wastewater Individual Annual Permit Fee	5,900.00
3876	Minnesota Pollution Control Agen	Industrial Stormwater Annual Permit Fee	400.00

Vendor	Vendor Name	Description	Net Invoice Amount
Total 3876:			6,300.00
3946	Motorola Solutions Inc.	Battery - Fire	570.00
Total 3946:			570.00
4001	MVTL Laboratories Inc.	Testing - Water	67.50
4001	MVTL Laboratories Inc.	Testing	796.50
4001	MVTL Laboratories Inc.	Testing	88.00
Total 4001:			952.00
4426	Paustis Wine Company	Liquor Store Merchandise	1,947.00
4426	Paustis Wine Company	Freight Charge	25.00
Total 4426:			1,972.00
4460	Peterson, David & Cynthia	Refund Overpayment of Water Used 1-22030	203.88
Total 4460:			203.88
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,129.15
4476	Phillips Wine & Spirits	Freight Charge	20.15
4476	Phillips Wine & Spirits	Liquor Store Merchandise	821.60
4476	Phillips Wine & Spirits	Freight Charge	24.80
Total 4476:			1,995.70
4626	Purchase Power	Postage Meter Refill	500.00
Total 4626:			500.00
4763	Reichert, Vanessa	Refund Overpayment Final Water Bill 1-3359	10.31
Total 4763:			10.31
4764	Reider, Julie	Refund Overpayment Final Water Bill 1-20060	62.00
Total 4764:			62.00
4799	Replenishment Solutions, Inc.	Liquor Store Merchandise	135.00
Total 4799:			135.00
4832	Riverland Community College	2019 MN Fire/EMS/Rescue School - M. Carlson	150.00
Total 4832:			150.00
5036	SCR INC. - St. Cloud	Repair & Maintenance - Wastewater Plant	796.71

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5036:			796.71
5181	Southern Glazer's of MN	Liquor Store Merchandise	6,457.44
5181	Southern Glazer's of MN	Delivery Charge	97.32
5181	Southern Glazer's of MN	Liquor Store Merchandise	3,477.13
5181	Southern Glazer's of MN	Delivery Charge	70.01
5181	Southern Glazer's of MN	Delivery Charge	8.01
Total 5181:			10,109.91
5251	Star	Flushing Schedule	257.25
5251	Star	Public Notice Council Meeting Minutes	10.50
Total 5251:			267.75
5391	TM Johnson Bros., Inc.	Maint & Repair Supplies - Liquor Store	310.00
Total 5391:			310.00
5421	TDS Metrocom	Phone Service - Airport	56.02
Total 5421:			56.02
5491	The Wine Company	Liquor Store Merchandise	792.00
5491	The Wine Company	Freight charge	35.00
Total 5491:			827.00
5516	Capitol Beverage Sales L.P.	Liquor Store Merchandise	251.65
Total 5516:			251.65
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	275.45
Total 5816:			275.45
5881	WatchGuard Video	Warranty & Software Maintenance	6,075.00
Total 5881:			6,075.00
5886	Watson Co., Inc.	Misc Operating Supplies - LS	13.89
5886	Watson Co., Inc.	Credit Operating Supplies - LS	13.50
5886	Watson Co., Inc.	Credit Operating Supplies - LS	13.50
5886	Watson Co., Inc.	Liquor Store Merchandise	3,083.16
5886	Watson Co., Inc.	Misc Operating Supplies - LS	417.87
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			3,493.92
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	1,476.15

Vendor	Vendor Name	Description	Net Invoice Amount
5891	Breakthru Beverage Minnesota	Freight Charge	18.02
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	841.48
5891	Breakthru Beverage Minnesota	Freight Charge	17.25
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	15.20
5891	Breakthru Beverage Minnesota	Freight Charge	1.15
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	112.00
Total 5891:			2,481.25
5979	Wild Mountain Winery, Inc.	Liquor Store Merchandise	263.64
Total 5979:			263.64
6001	Wine Merchants	Liquor Store Merchandise	945.00
6001	Wine Merchants	Freight Charge	12.40
Total 6001:			957.40
Grand Totals:			84,129.69

Dated: 4/17/19

City Treasurer: Caroline Moe

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/19	04/17/2019	113306	226	AMSOIL INC	101-20100	210.96
04/19	04/17/2019	113307	239	Ethan Anderberg	601-20100	13.83
04/19	04/17/2019	113310	319	Artisan	610-20100	41.25
04/19	04/17/2019	113311	341	Aspen Mills	101-20100	499.31
04/19	04/17/2019	113312	412	Baas Properties, LLC	328-20100	5,766.48
04/19	04/17/2019	113313	521	Bellboy Corporation	610-20100	2,014.16
04/19	04/17/2019	113316	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	2,481.25
04/19	04/17/2019	113317	941	Cambridge Township	101-20100	1,648.12
04/19	04/17/2019	113318	5516	Capitol Beverage Sales L.P.	610-20100	251.65
04/19	04/17/2019	113319	551	Bernick's	610-20100	5,185.00
04/19	04/17/2019	113320	1140	Cintas Corporation	601-20100	236.14
04/19	04/17/2019	113322	1303	Gregory & Cheryl Cooke	601-20100	70.24
04/19	04/17/2019	113325	1396	Dahlheimer Beverage, LLC	610-20100	10,212.65
04/19	04/17/2019	113326	1906	Federated Co-ops, Inc.	101-20100	99.90
04/19	04/17/2019	113328	2346	Hayford Ford	101-20100	69.83
04/19	04/17/2019	113329	2440	Home Pride Inc	601-20100	50.00
04/19	04/17/2019	113330	2473	Husom & Huff	601-20100	44.69
04/19	04/17/2019	113331	2486	IBEW Local 110	101-20100	364.00
04/19	04/17/2019	113332	2676	Isanti County Recorder	101-20100	138.00
04/19	04/17/2019	113333	2676	Isanti County Recorder	101-20100	600.00
04/19	04/17/2019	113334	2416	John Hirsch's Cambridge Motors	101-20100	209.59
04/19	04/17/2019	113335	2796	Johnson Bros - St Paul	610-20100	7,677.17
04/19	04/17/2019	113336	2861	Kath Fuel Oil Service Co	101-20100	371.37
04/19	04/17/2019	113337	3029	Jason Kuzelka	601-20100	8.24
04/19	04/17/2019	113338	3056	Lake Superior Laundry Inc.	101-20100	15.00
04/19	04/17/2019	113339	3176	LELS	101-20100	561.00
04/19	04/17/2019	113342	3461	McDonald Distributing Company	610-20100	6,375.92
04/19	04/17/2019	113343	3521	Menards	101-20100	350.76
04/19	04/17/2019	113344	3666	Minnesota Child Support Payment Cente	101-20100	221.55
04/19	04/17/2019	113345	3876	MPCA	602-20100	5,900.00
04/19	04/17/2019	113346	3876	MPCA	211-20100	400.00
04/19	04/17/2019	113347	3776	Minnesota Unemployment Insurance	101-20100	1,289.94
04/19	04/17/2019	113348	3791	Minnestalgia Winery	610-20100	192.00
04/19	04/17/2019	113349	3829	MN Dept of Labor and Industry	101-20100	576.00
04/19	04/17/2019	113351	3946	Motorola Solutions Inc.	101-20100	570.00
04/19	04/17/2019	113352	4001	Minnesota Valley Testing Labs	602-20100	952.00
04/19	04/17/2019	113353	4426	Paustis Wine Company	610-20100	1,972.00
04/19	04/17/2019	113355	4460	David & Cynthia Peterson	601-20100	203.88
04/19	04/17/2019	113356	4476	Phillips St Paul	610-20100	1,995.70
04/19	04/17/2019	113357	4626	Purchase Power	101-20100	500.00
04/19	04/17/2019	113358	4763	Vanessa Reichert	601-20100	10.31
04/19	04/17/2019	113359	4764	Julie Reider	601-20100	62.00
04/19	04/17/2019	113360	4799	Replenishment Solutions, Inc.	610-20100	135.00
04/19	04/17/2019	113361	4832	Riverland Community College	101-20100	150.00
04/19	04/17/2019	113362	5036	SCR INC. - St. Cloud	602-20100	796.71
04/19	04/17/2019	113364	5181	Southern Glazer's of MN	610-20100	10,109.91
04/19	04/17/2019	113365	5251	Star	101-20100	267.75
04/19	04/17/2019	113367	5421	TDS	211-20100	56.02
04/19	04/17/2019	113368	5491	The Wine Company	610-20100	827.00
04/19	04/17/2019	113369	5391	TM Johnson Bros., Inc.	610-20100	310.00
04/19	04/17/2019	113370	5816	Viking Coca-Cola Bottling Co	610-20100	275.45
04/19	04/17/2019	113371	5881	WatchGuard Video	101-20100	6,075.00
04/19	04/17/2019	113372	5886	Watson Co., Inc.	610-20100	3,493.92
04/19	04/17/2019	113373	5979	Wild Mountain Winery, Inc.	610-20100	263.64
04/19	04/17/2019	113374	6001	Wine Merchants	610-20100	957.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
Grand Totals:						<u>84,129.69</u>

Vendor	Vendor Name	Description	Net Invoice Amount
175	Amazon Capital Services, Inc.	Lab Supplies - Wastewater	199.99
Total 175:			199.99
381	Auto Value Cambridge	Repair & Maint Supplies - Streets	1.19
Total 381:			1.19
521	Bellboy Corporation	Liquor Store Merchandise	2,077.63
521	Bellboy Corporation	Liquor Store Merchandise	1,664.00
521	Bellboy Corporation	Liquor Store Merchandise	77.39
521	Bellboy Corporation	Liquor Store Merchandise	112.05
Total 521:			3,931.07
539	Berg, Nicholas	Refund Overpayment Final Water Bill #1-24300	36.45
Total 539:			36.45
551	Chas A. Bernick Inc.	Liquor Store Merchandise	244.35
551	Chas A. Bernick Inc.	Liquor Store Merchandise	1,485.25
Total 551:			1,729.60
555	Business Essentials	Maintenance Supplies - City Hall	68.26
Total 555:			68.26
661	Boyle, Eugene G.	Electrical Billing	3,510.00
Total 661:			3,510.00
736	Bryan Rock Products, Inc.	Red Ball Diamond AGG	1,771.78
Total 736:			1,771.78
797	C & L Distributing	Liquor Store Merchandise	210.50
Total 797:			210.50
876	Cambridge Isanti Area Softball As	Advertising - 2019 Billboard at Sandquist Park	200.00
Total 876:			200.00
969	Cardmember Service	Small Tools & Equipment - Steets	1,046.55
969	Cardmember Service	Small Tools & Equipment - Parks	1,046.55
969	Cardmember Service	Airports Conference - L. Milz	225.00
969	Cardmember Service	Small Tools & Equipment - Water	1,046.55
969	Cardmember Service	Small Tools & Equipment - Wastewater	1,046.58
969	Cardmember Service	Training - M. Small	275.00
969	Cardmember Service	Repair & Maint Supplies - Fire Dept	169.00

Vendor	Vendor Name	Description	Net Invoice Amount
969	Cardmember Service	Lodging - M. Carlson	240.90
969	Cardmember Service	Training - D. Matchinsky	268.07
969	Cardmember Service	Copy Paper	55.11
969	Cardmember Service	Copy Paper	69.98
969	Cardmember Service	Meals - Wayfinding Retail Traffic Consultant	59.16
969	Cardmember Service	Training - C. Moe	239.00
969	Cardmember Service	Training - C. Moe	193.00
969	Cardmember Service	Copy Paper - Police	34.99
969	Cardmember Service	Wine Tasting - Liquor Liability	710.00
969	Cardmember Service	Lodging - T. Peetz, A. Rackow	143.13
969	Cardmember Service	Training - T. Peetz, A. Rackow	990.00
969	Cardmember Service	Training - S. Machin	500.00
969	Cardmember Service	Training - M. Giese, A. Rackow	600.00
Total 969:			8,958.57
978	Carlson & Stewart Refrigeration In	Ice Rink Shut Down	600.00
Total 978:			600.00
1140	Cintas Corporation	Rug, Towel, and Table Cover Rentals - Liquor	284.82
1140	Cintas Corporation	Rug Rentals - Liquor Store	81.39
1140	Cintas Corporation	Rug Rentals - Street Dept	14.43
1140	Cintas Corporation	Uniform Rental - Maintenance	3.02
1140	Cintas Corporation	Uniform Rental - Parks	5.56
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Water/Wastewat	99.51
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Street Dept	121.42
1140	Cintas Corporation	Uniform Rental - Parks	6.72
Total 1140:			616.87
1251	Community GIS Services, Inc.	GIS Services - March	451.87
1251	Community GIS Services, Inc.	GIS Services - March	451.88
Total 1251:			903.75
1336	Crystal Springs Ice	Liquor Store Merchandise	343.44
Total 1336:			343.44
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	12,572.40
1396	Dahlheimer Beverage, LLC	Credit Liquor Merchandise	79.60
Total 1396:			12,492.80
1481	Department of Human Services	March Cleaning - Northbound Liquor	320.00
Total 1481:			320.00
1552	Dirtworks, Inc.	Hwy 95/Elm St Watermain Repair	9,624.19

Vendor	Vendor Name	Description	Net Invoice Amount
Total 1552:			9,624.19
1686	Ecolab Pest Elimination Div.	Air Quality Program and Fly Program - LS	105.46
Total 1686:			105.46
1906	Federated Co-ops, Inc.	Diesel Fuel - Streets	789.00
Total 1906:			789.00
1949	First Advantage	Annual Enrollment - Streets	234.64
1949	First Advantage	Annual Enrollment - Parks	33.52
1949	First Advantage	Annual Enrollment - Water	33.52
1949	First Advantage	Annual Enrollment - Wastewater	167.60
Total 1949:			469.28
2011	Franklin Outdoor Advertising	Advertising Northbound Liquor 5/01/19-4/30/20	5,099.00
Total 2011:			5,099.00
2166	Grainger	Repair & Maint - Plant	282.53
Total 2166:			282.53
2171	Granite Electronics, Inc.	Portable Radio Programming	1,220.00
Total 2171:			1,220.00
2182	Winebow	Liquor Store Merchandise	118.00
2182	Winebow	Freight	4.50
Total 2182:			122.50
2271	Hach Company	Wastewater Lab Supplies	524.57
Total 2271:			524.57
2346	Hayford Ford	Repair & Maint Supplies - PD vehicle	641.59
2346	Hayford Ford	Repair & Maint Labor - PD vehicle	285.16
2346	Hayford Ford	Repair & Maint Supplies - PD vehicle	30.74
2346	Hayford Ford	Repair & Maint Labor - PD vehicle	89.66
Total 2346:			1,047.15
2411	Hillyard Inc.	Maintenance Supplies - City Hall	230.73
Total 2411:			230.73
2416	John Hirsch's Cambridge Motors	Repair & Maint Supplies - Wastewater Vehicle	288.60

Vendor	Vendor Name	Description	Net Invoice Amount
2416	John Hirsch's Cambridge Motors	Repair & Maint Labor - Wastewater Vehicle	477.98
Total 2416:			766.58
2539	Indian Island Winery	Liquor Store Merchandise	120.48
Total 2539:			120.48
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	4,710.86
2796	Johnson Brothers Liquor Co	Freight Charge	79.44
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	5,063.95
2796	Johnson Brothers Liquor Co	Freight Charge	102.30
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	515.31
2796	Johnson Brothers Liquor Co	Freight Charge	7.75
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	4,584.33
2796	Johnson Brothers Liquor Co	Freight Charge	168.56
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	56.00-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	1.55-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	157.65-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	1.94-
Total 2796:			15,015.36
3416	Marudas Graphics, Inc.	Laser Vouchers	621.27
Total 3416:			621.27
3461	McDonald Distributing Company	Credit Liquor Merchandise	27.60-
3461	McDonald Distributing Company	Credit Liquor Merchandise	86.30-
3461	McDonald Distributing Company	Liquor Store Merchandise	14,219.00
3461	McDonald Distributing Company	Liquor Store Merchandise	14,809.00
3461	McDonald Distributing Company	Credit Liquor Merchandise	361.30-
Total 3461:			28,552.80
3521	Menards	Repair & Maint - Water Plant	330.40
3521	Menards	Misc Operating Supplies - Parks	80.73
3521	Menards	Misc Operating Supplies - Parks	42.93
3521	Menards	Misc Operating Supplies - Water	43.76
3521	Menards	Misc Operating Supplies - Parks	13.38
3521	Menards	Misc Operating Supplies - Parks	7.76
3521	Menards	Small Tools - Streets	35.78
3521	Menards	Misc Operating Supplies - Parks	11.98
3521	Menards	Misc Operating Supplies - Parks	37.50
3521	Menards	Repair & Maint - Wastewater Plant	80.46
3521	Menards	Small Tools - Shop	24.99
3521	Menards	Repair & Maint - Water Plant	5.52
3521	Menards	Misc Operating Supplies - Liquor Store	86.09
Total 3521:			801.28

Vendor	Vendor Name	Description	Net Invoice Amount
3543	Metro Sales, Inc.	Ricoh MP C2004ex Color Copier Contract Base	48.74
3543	Metro Sales, Inc.	Ricoh MP C6004ex Color Copier Contract Base	572.93
Total 3543:			621.67
3946	Motorola Solutions Inc.	Quoe-QU0000463431 800MHZ Radio Order	97,957.79
Total 3946:			97,957.79
4001	MVTL Laboratories Inc.	Testing	42.00
Total 4001:			42.00
4091	New France Wine	Liquor Store Merchandise	212.00
4091	New France Wine	Freight Charge	4.00
Total 4091:			216.00
4426	Paustis Wine Company	Liquor Store Merchandise	941.75
4426	Paustis Wine Company	Freight Charge	11.25
4426	Paustis Wine Company	Liquor Store Merchandise	87.00
4426	Paustis Wine Company	Freight Charge	1.25
Total 4426:			1,041.25
4476	Phillips Wine & Spirits	Liquor Store Merchandise	4,780.00
4476	Phillips Wine & Spirits	Freight Charge	85.51
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,923.10
4476	Phillips Wine & Spirits	Freight Charge	56.57
Total 4476:			6,845.18
4563	Prefer Paving & Ready-Mix, Inc.	Hwy 95 Street Patch	10,500.00
Total 4563:			10,500.00
4772	Reliable Tree Service Inc	Tree Removal	10,000.00
Total 4772:			10,000.00
4799	Replenishment Solutions, Inc.	Liquor Store Merchandise	135.00
Total 4799:			135.00
5006	Schwaab, Inc.	Address Stamp	55.25
Total 5006:			55.25
5116	Short, Elliot, Hendrickson Inc	CAMBR 2019 EA	2,655.00
5116	Short, Elliot, Hendrickson Inc	CAMBR City Eng. Services	1,776.26
5116	Short, Elliot, Hendrickson Inc	CAMBR Ace Tack Bldg Demo	10,417.75

Vendor	Vendor Name	Description	Net Invoice Amount
5116	Short, Elliot, Hendrickson Inc	CAMBR College Property Plat	2,018.50
5116	Short, Elliot, Hendrickson Inc	CAMBR 9th Ave SE Construction	189.50
5116	Short, Elliot, Hendrickson Inc	CAMBR Parkwood TH 2 Utilities	768.00
5116	Short, Elliot, Hendrickson Inc	CAMBR 750K West Water Tower	18,500.00
5116	Short, Elliot, Hendrickson Inc	CAMBR Track Plans	1,089.25
Total 5116:			37,414.26
5178	South Main Automotive	Repair & Maint Supplies Veh/Eq - Police Dept	15.00
5178	South Main Automotive	Repair & Maint Labor Veh/Eq - Police Dept	15.00
5178	South Main Automotive	Repair & Maint Supplies Veh/Eq - Police Dept	106.82
5178	South Main Automotive	Repair & Maint Labor Veh/Eq - Police Dept	97.50
5178	South Main Automotive	Repair & Maint Supplies Veh/Eq - Police Dept	59.54
5178	South Main Automotive	Repair & Maint Labor Veh/Eq - Police Dept	15.00
5178	South Main Automotive	Repair & Maint Supplies Veh/Eq - Police Dept	495.16
5178	South Main Automotive	Repair & Maint Labor Veh/Eq - Police Dept	227.50
Total 5178:			1,031.52
5181	Southern Glazer's of MN	Delivery Charge	1.55
5181	Southern Glazer's of MN	Delivery Charge	1.55
5181	Southern Glazer's of MN	Liquor Store Merchandise	5,605.29
5181	Southern Glazer's of MN	Delivery Charge	72.85
5181	Southern Glazer's of MN	Liquor Store Merchandise	38.87
5181	Southern Glazer's of MN	Delivery Charge	1.55
5181	Southern Glazer's of MN	Liquor Store Merchandise	330.00
5181	Southern Glazer's of MN	Delivery Charge	9.56
Total 5181:			6,061.22
5191	St. Paul Electrical Workers Health	Health Insurance Premium - May	1,500.00
Total 5191:			1,500.00
5251	Star	Advertising Flushing Schedule	257.25
5251	Star	Public Notice - Advertisement for Bids 750K	18.00
Total 5251:			275.25
5491	The Wine Company	Liquor Store Merchandise	176.00
5491	The Wine Company	Freight charge	5.00
Total 5491:			181.00
5516	Capitol Beverage Sales L.P.	Liquor Store Merchandise	288.95
Total 5516:			288.95
5541	Titan Machinery	Repair & Maint Supplies - Streets	421.56

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5541:			421.56
5661	True Brands	Liquor Store Merchandise	1,277.25
5661	True Brands	Misc Operating Supplies - Liquor Store	71.28
5661	True Brands	Wine Tasting Supplies	41.24
Total 5661:			1,389.77
5694	ULINE	Misc Operating Supplies - PD	212.17
Total 5694:			212.17
5751	US Internet	Monthly Internet Fees - May	36.90
5751	US Internet	Monthly Internet Fees - May	36.85
5751	US Internet	Monthly Internet Fees - May	36.85
5751	US Internet	Monthly Internet Fees - May	36.85
Total 5751:			147.45
5801	Verizon Wireless	wireless phone service - PD	1,039.62
5801	Verizon Wireless	wireless phone service - Fire Dept	70.02
5801	Verizon Wireless	wireless phone service - Bldg Dept	190.96
5801	Verizon Wireless	wireless phone service - Wastewater	97.93
Total 5801:			1,398.53
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	380.75
Total 5816:			380.75
5861	Walmart Community Card	Misc Operating Supplies - Police Dept	32.64
5861	Walmart Community Card	Misc Operating Supplies - Police Dept	48.32
Total 5861:			80.96
5886	Watson Co., Inc.	Credit Operating Supplies - LS	13.50-
5886	Watson Co., Inc.	Misc Operating Supplies - Parks	25.22
5886	Watson Co., Inc.	Credit Liquor Merchandise	21.96-
5886	Watson Co., Inc.	Liquor Store Merchandise	2,694.02
5886	Watson Co., Inc.	Misc Operating Supplies - LS	143.28
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			2,833.06
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	5,258.77
5891	Breakthru Beverage Minnesota	Freight Charge	64.94
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	1,172.65
5891	Breakthru Beverage Minnesota	Freight Charge	12.84

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5891:			6,509.20
6001	Wine Merchants	Liquor Store Merchandise	336.00
6001	Wine Merchants	Freight Charge	4.65
Total 6001:			340.65
Grand Totals:			289,166.89

Dated: 4/24/19

City Treasurer: Caroline [Signature]

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/19	04/24/2019	113375	175	Amazon Capital Services, Inc.	602-20100	199.99
04/19	04/24/2019	113378	381	Auto Value Cambridge	101-20100	1.19
04/19	04/24/2019	113379	521	Bellboy Corporation	610-20100	3,931.07
04/19	04/24/2019	113380	539	Nicholas Berg	601-20100	36.45
04/19	04/24/2019	113381	861	Eugene G. Boyle	101-20100	3,510.00
04/19	04/24/2019	113382	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	6,509.20
04/19	04/24/2019	113383	736	Bryan Rock Products, Inc.	101-20100	1,771.78
04/19	04/24/2019	113384	555	Business Essentials	101-20100	68.26
04/19	04/24/2019	113385	797	C & L Distributing	610-20100	210.50
04/19	04/24/2019	113386	876	Cambridge Isanti Area Softball Assoc	610-20100	200.00
04/19	04/24/2019	113387	5516	Capitol Beverage Sales L.P.	610-20100	288.95
04/19	04/24/2019	113388	969	Cardmember Service	101-20100	8,958.57
04/19	04/24/2019	113389	978	Carlson & Stewart Refrigeration Inc	101-20100	600.00
04/19	04/24/2019	113390	551	Bernick's	610-20100	1,729.60
04/19	04/24/2019	113391	1140	Cintas Corporation	101-20100	616.87
04/19	04/24/2019	113392	1251	Community GIS Services, Inc.	602-20100	903.75
04/19	04/24/2019	113393	1336	Crystal Springs Ice	610-20100	343.44
04/19	04/24/2019	113396	1396	Dahlheimer Beverage, LLC	610-20100	12,492.80
04/19	04/24/2019	113397	1481	Department of Human Services	610-20100	320.00
04/19	04/24/2019	113398	1552	Dirtworks, Inc.	601-20100	9,624.19
04/19	04/24/2019	113399	1686	Ecolab Pest Elimination Div.	610-20100	105.46
04/19	04/24/2019	113400	1906	Federated Co-ops, Inc.	101-20100	789.00
04/19	04/24/2019	113401	1949	First Advantage	602-20100	469.28
04/19	04/24/2019	113402	2011	Franklin Outdoor Advertising	610-20100	5,099.00
04/19	04/24/2019	113403	2166	Grainger	602-20100	282.53
04/19	04/24/2019	113404	2171	Granite Electronics, Inc.	417-20100	1,220.00
04/19	04/24/2019	113405	2271	Hach Company	602-20100	524.57
04/19	04/24/2019	113406	2346	Hayford Ford	101-20100	1,047.15
04/19	04/24/2019	113408	2411	Hillyard / Minneapolis	101-20100	230.73
04/19	04/24/2019	113409	2539	Indian Island Winery	610-20100	120.48
04/19	04/24/2019	113410	2416	John Hirsch's Cambridge Motors	602-20100	766.58
04/19	04/24/2019	113411	2796	Johnson Bros - St Paul	610-20100	15,015.36
04/19	04/24/2019	113412	3416	Marudas Graphics, Inc.	101-20100	621.27
04/19	04/24/2019	113413	3461	McDonald Distributing Company	610-20100	28,552.80
04/19	04/24/2019	113414	3521	Menards	610-20100	801.28
04/19	04/24/2019	113415	3543	Metro Sales, Inc.	101-20100	621.67
04/19	04/24/2019	113416	3946	Motorola Solutions Inc.	417-20100	97,957.79
04/19	04/24/2019	113417	4001	Minnesota Valley Testing Labs	602-20100	42.00
04/19	04/24/2019	113418	4091	New France Wine	610-20100	216.00
04/19	04/24/2019	113419	4426	Paustis Wine Company	610-20100	1,041.25
04/19	04/24/2019	113421	4476	Phillips St Paul	610-20100	6,845.18
04/19	04/24/2019	113422	4563	Prefer Paving Inc	601-20100	10,500.00
04/19	04/24/2019	113423	4772	Reliable Tree Service Inc	101-20100	10,000.00
04/19	04/24/2019	113424	4799	Replenishment Solutions, Inc.	610-20100	135.00
04/19	04/24/2019	113425	5006	Schwaab, Inc.	101-20100	55.25
04/19	04/24/2019	113426	5116	Short, Elliot, Hendrickson Inc	101-20100	37,414.26
04/19	04/24/2019	113427	5178	South Main Automotive	101-20100	1,031.52
04/19	04/24/2019	113428	5181	Southern Glazer's of MN	610-20100	6,061.22
04/19	04/24/2019	113429	5191	SPEW Health Plan	101-20100	1,500.00
04/19	04/24/2019	113430	5251	Star	601-20100	275.25
04/19	04/24/2019	113432	5491	The Wine Company	610-20100	181.00
04/19	04/24/2019	113433	5541	Titan Machinery	101-20100	421.56
04/19	04/24/2019	113434	5661	True Brands	610-20100	1,389.77
04/19	04/24/2019	113435	5694	ULINE	101-20100	212.17
04/19	04/24/2019	113436	5751	US Internet	602-20100	147.45
04/19	04/24/2019	113437	5801	Verizon Wireless	602-20100	1,398.53
04/19	04/24/2019	113438	5816	Viking Coca-Cola Bottling Co	610-20100	380.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/19	04/24/2019	113439	5861	Walmart Community/SYNCB	101-20100	80.96
04/19	04/24/2019	113440	5886	Watson Co., Inc.	610-20100	2,833.06
04/19	04/24/2019	113441	6001	Wine Merchants	610-20100	340.65
04/19	04/24/2019	113442	2182	Winebow	610-20100	122.50
Grand Totals:						<u>289,166.89</u>

Vendor	Vendor Name	Description	Net Invoice Amount
175	Amazon Capital Services, Inc.	Office Supplies - Wastewater	106.80
Total 175:			106.80
196	American Payment Center	Drop-Off Box Rental - Utility	43.50
196	American Payment Center	Drop-Off Box Rental - Utility	43.50
Total 196:			87.00
306	ARC Irrigation, LLC	Crabgrass/Fertilizer	985.60
Total 306:			985.60
319	Artisan Beer Company	Liquor Store Merchandise	32.60
Total 319:			32.60
551	Chas A. Bernick Inc.	Liquor Store Merchandise	194.25
551	Chas A. Bernick Inc.	Liquor Store Merchandise	4,343.75
551	Chas A. Bernick Inc.	Liquor Store Merchandise	130.00
Total 551:			4,668.00
586	Bjorklund Companies LLC	Black Dirt	264.00
586	Bjorklund Companies LLC	Class 5 Gravel	397.77
586	Bjorklund Companies LLC	Black Dirt	504.00
Total 586:			1,165.77
969	Cardmember Service	Postage - Water	25.34
969	Cardmember Service	Repair & Maint Supplies - Wastewater	51.28
969	Cardmember Service	Lodging - L. Fedor	329.36
969	Cardmember Service	Lodging - L. Fedor	275.21
Total 969:			681.19
1140	Cintas Corporation	Rug Rentals - Liquor Store	81.39
1140	Cintas Corporation	Rug Rentals - City Hall	16.56
1140	Cintas Corporation	Rug Rentals - Police Dept	17.04
1140	Cintas Corporation	Rug & Towel Rentals - Street Dept	17.43
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Street Dept	103.90
1140	Cintas Corporation	Uniform Rental - Parks	6.72
1140	Cintas Corporation	Uniform Rental - Maintenance	3.02
1140	Cintas Corporation	Uniform Rental - Parks	5.56
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Water/Wastewat	99.51
Total 1140:			351.13
1336	Crystal Springs Ice	Liquor Store Merchandise	454.14

Vendor	Vendor Name	Description	Net Invoice Amount
Total 1336:			454.14
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	16,049.05
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	24,532.50
Total 1396:			40,581.55
1552	Dirtworks, Inc.	Remove Septic Tank, Connect Two Sewer Line	2,280.00
Total 1552:			2,280.00
1891	Fastenal Company	Repair & Maint Supp Vehicles/Equipment	9.07
1891	Fastenal Company	Repair & Maint Supp Vehicles/Equipment	21.92
Total 1891:			30.99
2261	H & R Const. Co	Guardrail Repair	1,616.36
Total 2261:			1,616.36
2271	Hach Company	Wastewater Lab Supplies	141.90
Total 2271:			141.90
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	292.10
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	292.10
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	292.10
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	292.10
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	292.11
2636	Minnesota Equipment	Repair & Maint Supplies - Parks	157.44
Total 2636:			1,617.95
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	992.65
2796	Johnson Brothers Liquor Co	Freight Charge	17.31
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	590.25
2796	Johnson Brothers Liquor Co	Freight Charge	20.14
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	7,001.79
2796	Johnson Brothers Liquor Co	Freight Charge	71.08
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	773.70
2796	Johnson Brothers Liquor Co	Freight Charge	26.34
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	568.44
2796	Johnson Brothers Liquor Co	Freight Charge	9.68
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	5,238.97
2796	Johnson Brothers Liquor Co	Freight Charge	198.73
Total 2796:			15,509.08
2931	Kimball Midwest	Repair & Maint Supplies	117.90

Vendor	Vendor Name	Description	Net Invoice Amount
Total 2931:			117.90
3056	Lake Superior Laundry Inc.	Fire Dept Rugs	15.00
Total 3056:			15.00
3086	Landworks Construction, Inc.	Snow Removal - Liquor Store	232.50
Total 3086:			232.50
3461	McDonald Distributing Company	Credit Liquor Merchandise	28.80-
3461	McDonald Distributing Company	Credit Liquor Merchandise	147.00-
3461	McDonald Distributing Company	Credit Liquor Merchandise	89.22-
3461	McDonald Distributing Company	Liquor Store Merchandise	4,487.05
3461	McDonald Distributing Company	Liquor Store Merchandise	172.00
Total 3461:			4,394.03
3521	Menards	Misc Operating Supplies - Streets	14.88
3521	Menards	Misc Operating Supplies - Streets	.99
3521	Menards	Signs for Park Events	149.95
3521	Menards	Small Tools - Parks	29.98
3521	Menards	Misc Operating Supplies - Streets	15.16
3521	Menards	Small Tools - Wastewater	68.26
3521	Menards	Misc Operating Supplies - Parks	73.82
3521	Menards	Misc Operating Supplies - Streets	26.99
3521	Menards	Misc Operating Supplies - Wastewater	39.96
Total 3521:			419.99
3666	Minnesota Child Support Payment	Child Support Withholdings	137.51
Total 3666:			137.51
4071	NCPERS Group Life Ins.	Group Vol Life Ins - PERA	400.00
Total 4071:			400.00
4091	New France Wine	Liquor Store Merchandise	584.00
4091	New France Wine	Freight Charge	10.00
Total 4091:			594.00
4171	Northern Business Products, Inc.	Office Supplies	33.07
4171	Northern Business Products, Inc.	Office Supplies	58.49
4171	Northern Business Products, Inc.	Name Plate - Police Dept	40.00
4171	Northern Business Products, Inc.	Office Supplies	15.60
4171	Northern Business Products, Inc.	Office Supplies	25.93

Vendor	Vendor Name	Description	Net Invoice Amount
Total 4171:			173.09
4476	Phillips Wine & Spirits	Liquor Store Merchandise	3,345.65
4476	Phillips Wine & Spirits	Freight Charge	49.59
4476	Phillips Wine & Spirits	Liquor Store Merchandise	2,739.00
4476	Phillips Wine & Spirits	Freight Charge	74.38
4476	Phillips Wine & Spirits	Liquor Store Merchandise	105.95
4476	Phillips Wine & Spirits	Freight Charge	3.10
4476	Phillips Wine & Spirits	Liquor Store Merchandise	112.00
4476	Phillips Wine & Spirits	Freight Charge	1.55
Total 4476:			6,431.22
4661	Quill Corporation	Copy Paper	139.96
Total 4661:			139.96
4749	Red Bull Distribution Company, In	Liquor Store Merchandise	104.50
Total 4749:			104.50
4841	Roach Golf Cars	Golf Cart Rental for Wine Tasting Event	106.88
Total 4841:			106.88
4919	Rupp, Anderson, Squires, &	February Legal Expense	4,870.22
Total 4919:			4,870.22
5181	Southern Glazer's of MN	Liquor Store Merchandise	3,516.13
5181	Southern Glazer's of MN	Delivery Charge	45.26
5181	Southern Glazer's of MN	Liquor Store Merchandise	736.00
5181	Southern Glazer's of MN	Delivery Charge	23.25
Total 5181:			4,320.64
5251	Star	Advertising Flushing Schedule	257.25
5251	Star	Public Notice Council Meeting Minutes	11.00
5251	Star	Public Notice - Ordinance 690	6.00
5251	Star	Notice of Public Hearing Planning Commission	8.50
5251	Star	Public Notice Planning Commission Meeting	14.50
Total 5251:			297.25
5541	Titan Machinery	Repair & Maint Supplies - Streets	2,227.29
5541	Titan Machinery	Repair & Maint Supplies - Streets	70.23
5541	Titan Machinery	Repair & Maint Supplies - Streets	57.42
Total 5541:			2,354.94

Vendor	Vendor Name	Description	Net Invoice Amount
5670	Trusted Employees	Background Check - Building	39.95
Total 5670:			39.95
5801	Verizon Wireless	wireless phone service - Maintenance Dept	21.20
5801	Verizon Wireless	wireless phone service - Street Dept	35.01
5801	Verizon Wireless	wireless phone service - Water	35.01
5801	Verizon Wireless	wireless phone service - Wastewater	35.01
Total 5801:			126.23
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	273.40
Total 5816:			273.40
5886	Watson Co., Inc.	Credit Operating Supplies - LS	13.50-
5886	Watson Co., Inc.	Liquor Store Merchandise	2,459.00
5886	Watson Co., Inc.	Misc Operating Supplies - LS	194.27
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			2,645.77
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	8,093.97
5891	Breakthru Beverage Minnesota	Freight Charge	76.76
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	1,149.64
5891	Breakthru Beverage Minnesota	Freight Charge	19.75
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	103.94
5891	Breakthru Beverage Minnesota	Freight Charge	4.60
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	122.75
5891	Breakthru Beverage Minnesota	Credit Liquor Merchandise	22.50-
5891	Breakthru Beverage Minnesota	Credit Liquor Merchandise	81.24-
Total 5891:			9,467.67
5901	WEF	Member Dues - T. Schwab	170.00
Total 5901:			170.00
5965	White Bear IT Solutions LLC	Hardware - Water	108.94
5965	White Bear IT Solutions LLC	Hardware - Wastewater	108.95
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Backup Service	1,175.00
5965	White Bear IT Solutions LLC	Webroot Endpoint	140.00
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	1,016.09
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81

Vendor	Vendor Name	Description	Net Invoice Amount
5965	White Bear IT Solutions LLC	Monthly Service Agreement	225.81
Total 5965:			4,581.27
6001	Wine Merchants	Liquor Store Merchandise	760.00
6001	Wine Merchants	Freight Charge	9.05
Total 6001:			769.05
Grand Totals:			113,493.03

Dated: 5-1-19

City Treasurer: Caroline Mue

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/19	05/01/2019	113443	175	Amazon Capital Services, Inc.	602-20100	108.80
05/19	05/01/2019	113444	196	American Payment Centers	602-20100	87.00
05/19	05/01/2019	113447	306	ARC Irrigation, LLC	101-20100	985.60
05/19	05/01/2019	113448	319	Artisan	610-20100	32.60
05/19	05/01/2019	113449	586	Bjorklund Companies LLC	101-20100	1,165.77
05/19	05/01/2019	113450	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	9,467.67
05/19	05/01/2019	113451	969	Cardmember Service	602-20100	681.19
05/19	05/01/2019	113452	551	Bernick's	610-20100	4,668.00
05/19	05/01/2019	113453	1140	Cintas Corporation	601-20100	351.13
05/19	05/01/2019	113454	1336	Crystal Springs Ice	610-20100	454.14
05/19	05/01/2019	113457	1396	Dahlheimer Beverage, LLC	610-20100	40,581.55
05/19	05/01/2019	113458	1552	Dirtworks, Inc.	602-20100	2,280.00
05/19	05/01/2019	113459	1891	Fastenal Company	101-20100	30.99
05/19	05/01/2019	113461	2261	H & R Const. Co	101-20100	1,616.36
05/19	05/01/2019	113462	2271	Hach Company	602-20100	141.90
05/19	05/01/2019	113464	2796	Johnson Bros - St Paul	610-20100	15,509.08
05/19	05/01/2019	113465	2931	Kimball Midwest	101-20100	117.90
05/19	05/01/2019	113467	3056	Lake Superior Laundry Inc.	101-20100	15.00
05/19	05/01/2019	113468	3086	Landworks Construction, Inc.	610-20100	232.50
05/19	05/01/2019	113469	3461	McDonald Distributing Company	610-20100	4,394.03
05/19	05/01/2019	113470	3521	Menards	602-20100	419.99
05/19	05/01/2019	113471	3666	Minnesota Child Support Payment Cente	101-20100	137.51
05/19	05/01/2019	113472	2636	Minnesota Equipment	101-20100	1,617.95
05/19	05/01/2019	113474	4071	NCPERS Group Life Ins.	101-20100	400.00
05/19	05/01/2019	113475	4091	New France Wine	610-20100	594.00
05/19	05/01/2019	113476	4171	Northern Business Products, Inc.	101-20100	173.09
05/19	05/01/2019	113478	4476	Phillips St Paul	610-20100	6,431.22
05/19	05/01/2019	113479	4661	Quill Corporation	101-20100	139.96
05/19	05/01/2019	113480	4749	Red Bull Distribution Company, Inc.	610-20100	104.50
05/19	05/01/2019	113481	4841	Roach Golf Cars	610-20100	106.88
05/19	05/01/2019	113482	4919	Rupp, Anderson, Squires, &	101-20100	4,870.22
05/19	05/01/2019	113483	5181	Southern Glazer's of MN	610-20100	4,320.64
05/19	05/01/2019	113484	5251	Star	101-20100	297.25
05/19	05/01/2019	113488	5541	Titan Machinery	101-20100	2,354.94
05/19	05/01/2019	113489	5670	Trusted Employees	101-20100	39.95
05/19	05/01/2019	113490	5801	Verizon Wireless	101-20100	126.23
05/19	05/01/2019	113491	5816	Viking Coca-Cola Bottling Co	610-20100	273.40
05/19	05/01/2019	113492	5886	Watson Co., Inc.	610-20100	2,645.77
05/19	05/01/2019	113493	5901	Water Environment Federation	602-20100	170.00
05/19	05/01/2019	113494	5965	White Bear IT Solutions LLC	101-20100	4,581.27
05/19	05/01/2019	113495	6001	Wine Merchants	610-20100	769.05
Grand Totals:						<u>113,493.03</u>

Vendor	Vendor Name	Description	Net Invoice Amount
175	Amazon Capital Services, Inc.	Misc Operating Supplies - Emergency Manage	129.95
Total 175:			129.95
341	Aspen Mills	Uniform Allowance - T. Hagen	138.50
341	Aspen Mills	Uniform Allowance - Reserves	56.95
341	Aspen Mills	Uniform Allowance - Reserves	74.65
Total 341:			270.10
443	Bassetts Greenhouse	Hanging Baskets for Downtown	1,850.00
Total 443:			1,850.00
521	Bellboy Corporation	Credit Liquor Merchandise	320.00-
521	Bellboy Corporation	Liquor Store Merchandise	1,513.00
521	Bellboy Corporation	Liquor Store Merchandise	142.76
521	Bellboy Corporation	Credit Liquor Merchandise	4.50-
Total 521:			1,331.26
551	Chas A. Bernick Inc.	Credit Liquor Merchandise	60.62-
551	Chas A. Bernick Inc.	Credit Liquor Merchandise	62.40-
551	Chas A. Bernick Inc.	Liquor Store Merchandise	183.90
551	Chas A. Bernick Inc.	Liquor Store Merchandise	4,091.10
Total 551:			4,151.98
797	C & L Distributing	Liquor Store Merchandise	135.80
Total 797:			135.80
972	Carlos Creek Winery	Liquor Store Merchandise	276.00
Total 972:			276.00
1140	Cintas Corporation	Rug Rentals - Street Dept	17.04
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Street Dept	163.26
1140	Cintas Corporation	Uniform Rental - Parks	9.73
1140	Cintas Corporation	Uniform Rental - Maintenance	4.24
1140	Cintas Corporation	Uniform Rental - Parks	7.44
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Water/Wastewat	127.76
Total 1140:			329.47
1156	City of Mpls Receivables	APS Transaction Fee - March	162.90
Total 1156:			162.90
1207	Coast to Coast Solutions, Inc.	Promotional Items - Police	249.00

Vendor	Vendor Name	Description	Net Invoice Amount
	Total 1207:		249.00
1236	Comm of MMB, Treas Div	Admin Traffic Citation Fines - April	680.00
	Total 1236:		680.00
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	5.45
	Total 1396:		5.45
1406	Dalco	Maint & Repair Supplies - Liquor Store	1,308.79
	Total 1406:		1,308.79
1565	Dodge of Burnsville Inc	2019 Dodge Durango Pursuit Rated	28,673.00
1565	Dodge of Burnsville Inc	2019 Dodge Durango Pursuit Rated	28,673.00
	Total 1565:		57,346.00
1602	Duff Companies, LLC	Property Maintenance Services - 1380 10th Ave	80.00
1602	Duff Companies, LLC	Property Maintenance Services - 1572 Adams S	240.00
	Total 1602:		320.00
1891	Fastenal Company	Small Tools & Equipment - Building	39.14
1891	Fastenal Company	Small Tools & Equipment - Streets	147.20
	Total 1891:		186.34
1916	Fergus Power Pump, Inc.	Hauling - Spring 2019	44,584.20
	Total 1916:		44,584.20
2059	Synchrony Bank	Employee Recognition	40.00
2059	Synchrony Bank	Maintenance Supplies - City Hall	25.12
2059	Synchrony Bank	Repair & Maint Supplies - Streets	92.04
2059	Synchrony Bank	Misc Operating Supplies - Airport	25.63
	Total 2059:		182.79
2146	Gopher State One-Call Inc.	FTP Tickets	149.18
2146	Gopher State One-Call Inc.	FTP Tickets	149.17
	Total 2146:		298.35
2188	Gratitude Farms	Animal Control Services	400.00
	Total 2188:		400.00
2271	Hach Company	Wastewater Lab Supplies	263.89

Vendor	Vendor Name	Description	Net Invoice Amount
Total 2271:			263.89
2341	Hawkins, Inc.	Chemicals - Water	2,956.46
2341	Hawkins, Inc.	Chemicals - Wastewater	859.50
Total 2341:			3,815.96
2381	Herman's Bakery	Cake - Employee Recognition	20.00
Total 2381:			20.00
2416	John Hirsch's Cambridge Motors	Vehicle Repair - Police	13,525.65
Total 2416:			13,525.65
2421	Redpath and Company	Final Billing on 2018 Audit, Assist GASB 68	24,600.00
Total 2421:			24,600.00
2501	IDEXX Distribution, Inc.	Wastewater Lab Supplies	281.44
Total 2501:			281.44
2626	Isanti County Attorney's Office	Prosecution Services - April	3,291.83
Total 2626:			3,291.83
2631	Isanti County Auditor-Treasurer	2018, 2019 Special Assessment Maintenance	986.00
Total 2631:			986.00
2681	Isanti County Sheriff's Office	Refund Double Payment - Invoices 3460/3485	150.00
Total 2681:			150.00
2716	J.P. Cooke Company	Signature Stamp - Building	45.95
Total 2716:			45.95
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,488.49
2796	Johnson Brothers Liquor Co	Freight Charge	40.30
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	771.60
2796	Johnson Brothers Liquor Co	Freight Charge	21.70
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,272.95
2796	Johnson Brothers Liquor Co	Freight Charge	13.95
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	665.80
2796	Johnson Brothers Liquor Co	Freight Charge	20.15
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,490.60
2796	Johnson Brothers Liquor Co	Freight Charge	20.15
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,451.94

Vendor	Vendor Name	Description	Net Invoice Amount
2796	Johnson Brothers Liquor Co	Freight Charge	46.75
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	4.00-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	1.55-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	88.00-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	3.10-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	44.00-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	1.43-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	4.00-
2796	Johnson Brothers Liquor Co	Credit Freight Charge	.12-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	2.00-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	33.12-
2796	Johnson Brothers Liquor Co	Credit Liquor Merchandise	27.58-
Total 2796:			7,095.48
3019	Krona, Kenneth W.	Music for Wine Tasting	250.00
Total 3019:			250.00
3131	Leaf's Towing and Recovery	Towing Service - Police Dept	150.00
Total 3131:			150.00
3146	League of MN Cities Ins Trust	Work Comp Ded.	250.00
Total 3146:			250.00
3164	Lee's Pro Shop, Inc	Employee Recognition	35.00
3164	Lee's Pro Shop, Inc	City Apparel	372.85
Total 3164:			407.85
3267	Lompian Wines, LLC	Liquor Store Merchandise	190.00
3267	Lompian Wines, LLC	Delivery Fee	5.00
Total 3267:			195.00
3376	Marco Technologies LLC	Service Cameras - City Hall	130.00
Total 3376:			130.00
3521	Menards	Misc Operating Supplies - Parks	6.62
3521	Menards	Misc Operating Supplies - Parks	6.62
3521	Menards	Misc Operating Supplies - Parks	6.62
3521	Menards	Misc Operating Supplies - Parks	6.62
3521	Menards	Misc Operating Supplies - Parks	6.62
3521	Menards	Signs	33.23
3521	Menards	Repair & Maint - Wastewater Plant	4.99
3521	Menards	Misc Operating Supplies - Streets	19.76
3521	Menards	Misc Operating Supplies - Parks	10.75
3521	Menards	Signs	10.98

Vendor	Vendor Name	Description	Net Invoice Amount
	Total 3521:		112.81
3542	Metro Payroll Inc.	eKlock Enterprise - March	323.00
	Total 3542:		323.00
3543	Metro Sales, Inc.	Ricoh MP 2554SP & C2004 Copier Lease	272.43
	Total 3543:		272.43
3566	MicroBiologics, Inc.	Lab Supplies	215.50
	Total 3566:		215.50
3676	MCSI Minnesota Computer Syste	Contract Base Rate/Overage Charge - Tosh/Est	10.00
	Total 3676:		10.00
3686	Minnesota Department of Health	Operator Renewal - T. Schwab	23.00
	Total 3686:		23.00
3836	Minnesota Department of Public S	Squad Car Titles - 2018 Dodge Charger	87.00
	Total 3836:		87.00
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,375.95
4476	Phillips Wine & Spirits	Freight Charge	21.70
4476	Phillips Wine & Spirits	Liquor Store Merchandise	58.00
4476	Phillips Wine & Spirits	Freight Charge	1.55
4476	Phillips Wine & Spirits	Credit Liquor Merchandise	56.00-
4476	Phillips Wine & Spirits	Credit Freight Charge	1.55-
4476	Phillips Wine & Spirits	Credit Liquor Merchandise	44.50-
4476	Phillips Wine & Spirits	Credit Freight Charge	1.55-
	Total 4476:		1,353.60
4724	Ray's Garage	6 Months Storage - 05/01/19 to 11/01/19	390.00
	Total 4724:		390.00
4964	Schibilla, Tommy D	Residential Construction Escrow Refund	8,975.00
	Total 4964:		8,975.00
4994	Schultz, Stefani	Refund Overpayment Final Water Bill 1-6361	461.60
	Total 4994:		461.60
5181	Southern Glazer's of MN	Liquor Store Merchandise	1,276.10

Vendor	Vendor Name	Description	Net Invoice Amount
5181	Southern Glazer's of MN	Delivery Charge	15.50
5181	Southern Glazer's of MN	Liquor Store Merchandise	4,057.45
5181	Southern Glazer's of MN	Delivery Charge	37.46
5181	Southern Glazer's of MN	Liquor Store Merchandise	462.00
5181	Southern Glazer's of MN	Delivery Charge	12.40
Total 5181:			5,860.91
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	3,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	3,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	4,500.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	3,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	750.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	24,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	1,500.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	12,990.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	225.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	225.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	1,350.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	150.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	300.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	150.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	225.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	75.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	4,740.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	9,270.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium - June	6,000.00
5191	St. Paul Electrical Workers Health	Health Insurance Premium	1,643.00
Total 5191:			77,393.00
5251	Star	Public Notice 2018 Summary Financial Report	258.00
5251	Star	Public Notice - 2018 Drinking Water Report	180.00
Total 5251:			438.00
5301	Steve's Tire Inc	Repair and Maint Labor - PD	76.00
Total 5301:			76.00
5391	TM Johnson Bros., Inc.	Repair & Maint Supplies - Parks	94.00
Total 5391:			94.00
5392	Tactical Solutions	Certification of Radar Units & Tuning Forks	465.00

Vendor	Vendor Name	Description	Net Invoice Amount
Total 5392:			465.00
5624	TransUnion Risk & Alternative	TLOxp Transactional	50.00
Total 5624:			50.00
5743	U.S. Bank Equipment Finance	Ricoh MPC2004EX-RS Copier	87.00
Total 5743:			87.00
5792	Vasey, Steven	Refund Overpayment Final Water Bill 1-2259	18.77
Total 5792:			18.77
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	356.05
Total 5816:			356.05
5831	Vinocopia	Liquor Merchandise	997.00
5831	Vinocopia	Freight Charge	19.00
Total 5831:			1,016.00
5878	Waste Management	Dumpster Service & Recycle - Streets	219.19
5878	Waste Management	Dumpster Service & Recycle - Water	116.32
5878	Waste Management	Dumpster Service & Recycle - Wastewater	116.36
5878	Waste Management	Dumpster Service & Recycle - Liquor Store	116.35
Total 5878:			568.22
5886	Watson Co., Inc.	Liquor Store Merchandise	3,281.16
5886	Watson Co., Inc.	Misc Operating Supplies - LS	240.38
5886	Watson Co., Inc.	Freight Charge	6.00
Total 5886:			3,527.54
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	737.82
5891	Breakthru Beverage Minnesota	Freight Charge	8.48
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	445.16
5891	Breakthru Beverage Minnesota	Freight Charge	9.20
5891	Breakthru Beverage Minnesota	Liquor Store Merchandise	264.00
5891	Breakthru Beverage Minnesota	Freight Charge	3.45
Total 5891:			1,468.11
6018	Wintergreen's Restaurant	Vendor Table Charge Wine Tasting Event	400.00
Total 6018:			400.00

Vendor	Vendor Name	Description	Net Invoice Amount
Grand Totals:			<u>273,699.97</u>

Dated: 5/9/19

City Treasurer: Caroline [Signature]

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/19	05/09/2019	113496	175	Amazon Capital Services, Inc.	101-20100	129.95
05/19	05/09/2019	113497	341	Aspen Mills	101-20100	270.10
05/19	05/09/2019	113498	443	Bassetts Greenhouse	101-20100	1,850.00
05/19	05/09/2019	113499	521	Bellboy Corporation	610-20100	1,331.26
05/19	05/09/2019	113500	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	1,468.11
05/19	05/09/2019	113501	797	C & L Distributing	610-20100	135.80
05/19	05/09/2019	113502	972	Carlos Creek Winery	610-20100	276.00
05/19	05/09/2019	113503	551	Bernick's	610-20100	4,151.98
05/19	05/09/2019	113504	1140	Cintas Corporation	601-20100	329.47
05/19	05/09/2019	113505	1156	Minneapolis Finance Department	101-20100	162.90
05/19	05/09/2019	113506	1207	Coast to Coast Solutions, Inc.	101-20100	249.00
05/19	05/09/2019	113507	1236	Comm of MMB, Treas Div	213-20100	680.00
05/19	05/09/2019	113508	1396	Dahlheimer Beverage, LLC	610-20100	5.45
05/19	05/09/2019	113509	1406	Dalco	610-20100	1,308.79
05/19	05/09/2019	113510	1565	Dodge of Burnsville Inc	417-20100	57,346.00
05/19	05/09/2019	113511	1602	Duff Companies, LLC	101-20100	320.00
05/19	05/09/2019	113513	1891	Fastenal Company	101-20100	186.34
05/19	05/09/2019	113514	1916	Fergus Power Pump, Inc.	602-20100	44,584.20
05/19	05/09/2019	113515	2146	Gopher State One Call	602-20100	298.35
05/19	05/09/2019	113517	2188	Gratitude Farms	101-20100	400.00
05/19	05/09/2019	113518	2271	Hach Company	602-20100	263.89
05/19	05/09/2019	113519	2341	Hawkins, Inc.	602-20100	3,815.96
05/19	05/09/2019	113521	2381	Herman's Bakery	101-20100	20.00
05/19	05/09/2019	113522	2501	IDEXX Distribution, Inc.	602-20100	281.44
05/19	05/09/2019	113523	2626	Isanti County Attorney's Office	101-20100	3,291.83
05/19	05/09/2019	113524	2631	Isanti County Auditor-Treasurer	101-20100	986.00
05/19	05/09/2019	113525	2681	Isanti County Sheriff's Office	101-20100	150.00
05/19	05/09/2019	113526	2716	J.P. Cooke Company	101-20100	45.95
05/19	05/09/2019	113528	2416	John Hirsch's Cambridge Motors	704-20100	13,525.65
05/19	05/09/2019	113529	2796	Johnson Bros - St Paul	610-20100	7,095.48
05/19	05/09/2019	113530	3019	Kenneth W. Krona	610-20100	250.00
05/19	05/09/2019	113531	3131	Leaf's Towing and Recovery	704-20100	150.00
05/19	05/09/2019	113532	3146	League of MN Cities Ins Trust	101-20100	250.00
05/19	05/09/2019	113533	3164	Lee's Pro Shop, Inc	101-20100	407.85
05/19	05/09/2019	113534	3267	Lompian Wines, LLC	610-20100	195.00
05/19	05/09/2019	113535	3376	Marco Technologies LLC	101-20100	130.00
05/19	05/09/2019	113536	3676	MCSI Minnesota Computer Systems Inc	101-20100	10.00
05/19	05/09/2019	113538	3521	Menards	101-20100	112.81
05/19	05/09/2019	113539	3542	Metro Payroll Inc.	101-20100	323.00
05/19	05/09/2019	113540	3543	Metro Sales, Inc.	101-20100	272.43
05/19	05/09/2019	113541	3566	MicroBiologics, Inc.	602-20100	215.50
05/19	05/09/2019	113542	3686	Minnesota Department of Health	601-20100	23.00
05/19	05/09/2019	113543	3836	Minnesota Department of Public Safety	101-20100	87.00
05/19	05/09/2019	113544	4476	Phillips St Paul	610-20100	1,353.60
05/19	05/09/2019	113545	4724	Ray's Garage	610-20100	390.00
05/19	05/09/2019	113546	2421	Redpath and Company	101-20100	24,600.00
05/19	05/09/2019	113547	4964	Tom Schibilla	101-20100	8,975.00
05/19	05/09/2019	113548	4994	Stefani Schultz	601-20100	461.60
05/19	05/09/2019	113550	5181	Southern Glazer's of MN	610-20100	5,860.91
05/19	05/09/2019	113551	5191	SPEW Health Plan	101-20100	77,393.00
05/19	05/09/2019	113552	5251	Star	601-20100	438.00
05/19	05/09/2019	113553	5301	Steve's Tire Inc	101-20100	76.00
05/19	05/09/2019	113554	2059	Synchrony Bank	101-20100	182.79
05/19	05/09/2019	113555	5392	Tactical Solutions	101-20100	465.00
05/19	05/09/2019	113556	5391	TM Johnson Bros., Inc.	101-20100	94.00
05/19	05/09/2019	113557	5624	TransUnion Risk & Alternative	101-20100	50.00
05/19	05/09/2019	113558	5743	U.S. Bank Equipment Finance	101-20100	87.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
05/19	05/09/2019	113559	5792	Steven Vasey	601-20100	18.77
05/19	05/09/2019	113560	5816	Viking Coca-Cola Bottling Co	610-20100	356.05
05/19	05/09/2019	113561	5831	Vinocopia	610-20100	1,016.00
05/19	05/09/2019	113562	5878	Waste Management of WI-MN	101-20100	568.22
05/19	05/09/2019	113563	5886	Watson Co., Inc.	610-20100	3,527.54
05/19	05/09/2019	113564	6018	Wintergreen's	610-20100	400.00
Grand Totals:						<u>273,699.97</u>

4C Approve Cambridge Downtown Revolving Loan Fund, Mortgage, Promissory Note for Joel Pennington Ashland Arts Building, LLC 218 Ashland St S

May 20, 2019

Prepared by: Stan Gustafson, Economic Development Director

Request

Staff is requesting approval of a loan for Ashland Arts Building, LLC 218 Ashland St S owner Joel Pennington from the Cambridge Downtown Revolving Loan Fund.

Background

The City Council approved the guidelines for the Cambridge Downtown Revolving Loan Fund. This fund provides for several different loan amounts, interest rate and terms to allow for a variety of projects. The minimum loan amount established was \$1,500.00 minimum and the maximum amount of \$30,000.00

Project Funding

Loans from \$1,500 to \$30,000 with terms of up to nine (9) years are available. Interest rates are 2% below prime but no interest rate will be lower than 3%. Loans are secured with a Mortgage and Promissory Note. Loan will need to be paid off if property is transferred in any form.

Mortgage amount by length of term are as follows:

- Loans from \$1,500 to \$10,000 3% interest for 3-year term
- Loans from \$10,001 to \$20,000 3% interest for 6-year term
- Loans from \$20,001 to \$30,000 3% interest for 9-year term

Loan to Value will be determined as followed:

- Loans from \$1500.00 to \$5,000.00 would be a 100% loan to value
- Loans from \$5,001.00 to \$30,000.00 would be 80% loan to value

Joel Pennington has applied for loan funds to assist with improvement to his building. The project includes pressure washing, priming and painting east side of building, three windows replaced, six custom sign brackets and art work. The total project cost is \$3,587.13 and Mr. Pennington is requesting a loan of \$3,587.13 from the Cambridge Downtown Revolving Loan Fund to complete this project.

Project cost includes:

Pressure washing, prime and paint east side	\$1,200.00
Six custom sign brackets	\$376.00
Art design	\$250.00
Vovus Glass	\$1,761.13
Total project	\$3,587.13
Loan amount 100%	\$3,587.13

Loan terms are as follows:

Loan Amount:	\$3,587.13
Years:	3 years
Interest rate:	3%
Payments:	Monthly principle & interest
Monthly Payment:	\$104.32
Collateral:	Mortgage

The applicant has provided the necessary application, fee and required documents. Their taxes and mortgage are current and staff has received a letter from Bruce Montgomery with Cambridge State Bank Ashland Arts Building, LLC has adequate cash flow to service an additional loan of \$3,587.13 with the terms set above.

Once approved, a loan closing will be scheduled. All necessary building permits must be applied for. Inspections will be conducted as required by the permit and upon request for payment.

Based on the guidelines established by the City Council for the Cambridge Downtown Revolving Loan Fund, this project meets the guidelines and provides repairs to retain the value of this property.

Payment will be issued to the contractor's upon completion of their work paid out at 100% from the City and the property owner is responsible for the remaining amount that would exceed the maximum loan amount of \$3,587.13. The attached loan agreement and promissory note will need to be signed and the documents recorded. The property owner is responsible for recording fees and mortgage registration tax.

Once approved the project will begin as soon as possible but the project must be completed by July 20, 2019.

Recommendation

Approve loan funds of \$3,587.13 from the Cambridge Downtown Revolving Loan Fund for Ashland Arts Building, Joel Pennington 218 Ashland St So, Cambridge, MN for items indicated above.

Attachments:

- Mortgage
- Promissory Note
- Amortization schedule

Cambridge Downtown Revolving loan Fund Mortgage

THIS INDENTURE, made this 20 day of May 2019, between Joel Pennington, President Ashland Arts Building, LLC (hereinafter referred to as Mortgagor), and the City of Cambridge, Cambridge Minnesota, Mortgagee.

WITNESSETH, that the Mortgagor, in consideration of the sum of Three Thousand five hundred eighty-seven 13/100 Dollars (\$3,587.13, the Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby convey unto the Mortgagee, Forever, all of the land located in the County of Isanti, and State of Minnesota, described as follows (see attached Exhibit A). FURTHER SUBJECT TO existing easements, restrictions and reservations of record, if any.

TO HAVE AND TO HOLD THE SAME, to the Mortgagee forever. The Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances except as follows: Mortgage with State Bank of Cambridge.

PROVIDED, NEVERTHELESS, That if the Mortgagor shall pay to the Mortgagee the sum of Three Thousand five hundred eighty-seven 13/100 dollars (\$3,587.13), according to the terms of the promissory note of even date herewith, given by the Mortgagor to the Mortgagee (the "Note"), the final payment being due and payable on July 1, 2022 with interest at the rate of three (3%) percent per annum, and shall repay to the Mortgagee at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes of the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. To pay the principal sum of money and interest as specified in the Note;

2. To pay all taxes and assessments now due or that may hereinafter become liens against the Property before penalty attaches thereto;
3. To keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of full and insurable value at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood zone, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to the Mortgagee. Each insurance policy shall contain a loss payable clause in favor of the Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, the Mortgagor shall promptly give notice of such damage to the Mortgagee and the insurance company. The Mortgagee may make proof of loss if not made promptly by the Mortgagor. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the Mortgagee. The insurance policies shall provide for not less than ten days written notice to the Mortgagee before cancellation, non-renewal, termination, or change in coverage, and the Mortgagor shall deliver to the Mortgagee a duplicate original or certificate of such insurance policies;
4. To pay, when due, both principal and interest of all prior liens or encumbrances;
5. To commit or permit no waste on the Property and to keep it in good repair;
6. To complete forthwith any improvements which may hereafter be under course of construction on the Property;
7. To pay any other expenses and attorney's fees incurred by the Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, the Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from the Mortgagor to the Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants (which includes the sale, transfer, or other conveyance, voluntarily or involuntarily, of the Property), the Mortgagor confers upon the

Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers the Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Mortgagor herein agrees to Pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

1. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
2. Upon default of any covenant or agreement by Mortgagor under the terms of the Note or this Mortgage, Mortgagee prior to foreclosure shall mail notice to Mortgagor as provided herein specifying: (a) the nature of the default by the Mortgagor; (b) the action required to cure such default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Mortgagor to acceleration and sale.
3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein, and (b) any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: City of Cambridge, 300 Avenue NE, Cambridge, MN 55008 or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are assigned and shall be paid to the Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether then due, with any excess paid to the Mortgagor. In the event of a partial taking of the Property in which the

fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless the Mortgagor and the Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Mortgagor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless the Mortgagor and the Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

5. The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property, except those solvents, oils, cleaning materials, and other substances as are used in the ordinary course of the Mortgagor's business. The Mortgagor shall not do, and will use its best efforts not to allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The Mortgagor shall promptly give the Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which the Mortgagor has actual knowledge. If the Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Mortgagor shall promptly take all necessary remedial actions in accordance with that environmental law. As used in this paragraph, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal or state laws that relate to environmental protection.

Any forbearance by the Mortgagee in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any right or remedy. The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest. This Mortgage shall be governed by the law of the State of Minnesota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage are declared to be severable.

IN WITNESS WHEREOF, the City Council has caused this Agreement to be duly executed in its name and behalf and the Mortgagor has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF CAMBRIDGE, MINNESOTA

By _____
Mayor, James A. Godfrey

By _____
City Administrator, Linda Woulfe

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this __ day of _____, 2017 by James A. Godfrey and Linda Woulfe, the Mayor and City Administrator of the City of Cambridge Minnesota, on behalf of the City.

Notary Public

IN TESTIMONY WHEREOF, the Mortgagor has hereunto set their hand the day and year first above written.

Mortgagor(s) Ashland Arts Building

Joel Pennington, President

Date

Date

STATE OF Minnesota)

)ss.

COUNTY OF Isanti)

On this ____ day of _____, 2017, before me, a Notary Public within and for said County, personally appeared Joel Pennington President to be known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Notary Public

This document was drafted by:
The City of Cambridge
300 3rd Avenue NE
Cambridge, MN 55008

EXHIBIT "A"

The North 35 feet of the West Half of Lot Six (6); the South 15 feet of the West Half of Lot Six (6); the West Half of the North Half (W ½ of N ½) of Lot Seven (7); the South 15 feet of the East Half of the North Half (E ½ of N ½) of Lot Seven (7), all in Block Six (6), Original Townsite of the Village (now City) of Cambridge, together with all rights of access or easement appertaining thereto and subject to all easements of record, according to the plat thereof on file and of record in the office of the County Recorder in and for the County of Isanti and State of Minnesota.

Cambridge Downtown Revolving Loan Fund Promissory Note

Date: May 20, 2019

The undersigned, Joel Pennington, President Ashland Arts Building, LLC for value received, promise to pay to the order of the City of Cambridge (hereinafter called the Lender), at its main office located at 300 3rd Avenue NE Cambridge, MN 55008, money of the United States of America, the principal sum Three Thousand five hundred eighty-seven dollars and 13/100 dollars (\$3,587.13), together with interest (calculated on the basis of actual days elapsed and a 365-day year) on the unpaid principal hereof, until this Note is fully paid at the annual rate of three (3) percent.

Principal and interest, amortized over a three (3) year period, shall be payable in Monthly installments of \$104.32 each, beginning on the 1st day of **August** 2019 and on the same day of each month thereafter until on the final payment of \$104.25 is due on the 1st day of July 2022, when the entire unpaid principal and accrued and unpaid interest shall become due and payable. Each installment when paid shall be applied first in payment of accrued interest and the balance thereof shall be applied in reduction of principal.

Additional Provisions

If interest hereon is not paid when due, or if any other indebtedness of the undersigned to the Lender is not paid when due, or if a garnishment summons or a writ of attachment is issued against or served upon the Lender for the attachment of any property of the undersigned in the Lender's possession or any indebtedness owing to the undersigned, or if the undersigned shall submit to the Lender any credit application or financial statement containing information which shall prove to be incorrect in any respect when made, or if the undersigned shall fail to pay when due any indebtedness the undersigned may owe for money borrowed, or if the holder shall at any time in good faith believe that the prospect of due and punctual payment of the Note is impaired, then, in any such event, the holder hereof may, at its option, declare this Note to be immediately due and payable and thereupon this Note shall be immediately due and payable, together with all unpaid interest accrued hereon, without notice or demand; provided, however, that if this Note is payable upon demand, nothing herein contained shall preclude or limit the holder hereof from demanding payment of this Note at any time and for any reason, without notice.

This Note shall also become automatically due and payable (including unpaid interest accrued hereon) without notice or demand should the undersigned die (if an individual) or should a petition be filed by or against the undersigned under the United States Bankruptcy Code, or if a trustee, receiver or similar officer is appointed for the undersigned or for the undersigned's property. If this Note is not paid on the due date, the Lender shall have the right to set off the indebtedness evidenced by this Note against any indebtedness of the Lender to the undersigned. The remedies of the Lender as provided herein or in any other instrument securing this Note shall be cumulative and concurrent and may be pursued singly, successively, or together and, at the sole discretion of the Lender, may be exercised as often as occasion therefor shall occur, and the

failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modification, or change is sought. The holder hereof may at any time renew this Note or extend its maturity date for any period and release any security for, or any party to, this Note, all without notice to or consent of and without releasing any accommodation maker, endorser or guarantor. The undersigned agrees to pay all costs of collection, including attorney's fees and legal expenses, in the event this Note is not paid when due whether suit is commenced or not, including costs and expenses in litigation, bankruptcy, or insolvency proceedings. Presentment or other demand for payment, notice of dishonor and protest are hereby waived by the undersigned. This Note shall be governed by the substantive laws of the State of Minnesota, except insofar as the Lender may rely on the laws of the United States to justify the interest rate charged hereunder.

If any of the terms of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each of the terms of this Note shall be valid and enforceable to the fullest extent permitted by law.

Ashland Arts Building, LLC

Joel Pennington, President

Date

Date

Joel Pennington Loan					
Repayable to City of Cambridge					
Interest Rate	3%				
				(\$104.32)	Monthly Payment
	Payment	Principal	Interest	Balance	
				3587.13	
8/1/2019	104.32	95.35	8.97	3491.78	
9/1/2019	104.32	95.59	8.73	3396.19	
10/1/2019	104.32	95.83	8.49	3300.36	
11/1/2019	104.32	96.07	8.25	3204.29	
12/1/2019	104.32	96.31	8.01	3107.98	
1/1/2020	104.32	96.55	7.77	3011.43	
2/1/2020	104.32	96.79	7.53	2914.64	
3/1/2020	104.32	97.03	7.29	2817.61	
4/1/2020	104.32	97.28	7.04	2720.33	
5/1/2020	104.32	97.52	6.80	2622.81	
6/1/2020	104.32	97.76	6.56	2525.05	
7/1/2020	104.32	98.01	6.31	2427.04	
8/1/2020	104.32	98.25	6.07	2328.79	
9/1/2020	104.32	98.50	5.82	2230.29	
10/1/2020	104.32	98.74	5.58	2131.55	
11/1/2020	104.32	98.99	5.33	2032.56	
12/1/2020	104.32	99.24	5.08	1933.32	
1/1/2021	104.32	99.49	4.83	1833.83	
2/1/2021	104.32	99.74	4.58	1734.09	
3/1/2021	104.32	99.98	4.34	1634.11	
4/1/2021	104.32	100.23	4.09	1533.88	
5/1/2021	104.32	100.49	3.83	1433.39	
6/1/2021	104.32	100.74	3.58	1332.65	
7/1/2021	104.32	100.99	3.33	1231.66	
8/1/2021	104.32	101.24	3.08	1130.42	
9/1/2021	104.32	101.49	2.83	1028.93	
10/1/2021	104.32	101.75	2.57	927.18	
11/1/2021	104.32	102.00	2.32	825.18	
12/1/2021	104.32	102.26	2.06	722.92	
1/1/2022	104.32	102.51	1.81	620.41	
2/1/2022	104.32	102.77	1.55	517.64	
3/1/2022	104.32	103.03	1.29	414.61	
4/1/2022	104.32	103.28	1.04	311.33	
5/1/2022	104.32	103.54	0.78	207.79	
6/1/2022	104.32	103.80	0.52	103.99	
7/1/2022	104.25	103.99	0.26	0.00	
Total	3755.45	3587.13	168.32		



127 SOUTH MAIN STREET
P.O. BOX 472
CAMBRIDGE, MINNESOTA 55008
763.689.2500 FAX 763.689.5153

127 OPPORTUNITY BOULEVARD NORTH
CAMBRIDGE, MINNESOTA 55008
763.689.2501 FAX 763.689.2528

www.cambridgestatebank.com

May 15, 2019

Mr. Stan Gustafson
Economic Development Director
City of Cambridge
300 Third Avenue NE
Cambridge, MN 55008

Dear Mr. Gustafson,

It is my understanding that Joel Pennington is requesting a loan from the Cambridge RLF for improvements to property located at 218 Ashland Street South in Cambridge, MN.

The entities involved have sufficient income to support repayment of the proposed loan of \$3,687.13 with a rate of 3.00% fixed and amortized over 3 years.

If you have any questions or need any further information, please contact me at 763-691-8017.

Sincerely,

Cambridge State Bank

Bruce Montgomery

Bruce Montgomery, SVP
Cambridge State Bank
127 S Main St, Cambridge, MN 55008
Direct: 763-691-8017 | Main: 763-689-2500
Email: bmontgomery@cambridgestatebank.com
www.cambridgestatebank.com
MLO # 54170

Prepared by: Todd S. Schuster – Chief of Police

Background:

On a yearly basis since moving locations, Howard McCarty American Legion Post 290 has requested to have Main St S closed off between 2nd & 3rd Ave's S on Memorial Day for their Memorial Day program. They are requesting that the road be closed between the hours of 9am – 2pm. They have filled out the Road Closure packet and have received signatures from all of the affected people / addresses.

Recommendation:

I recommend that the request for road closure be granted for the Howard McCarty American Legion Post 290 Memorial Day program.



REQUEST FOR STREET CLOSURE INSTRUCTION SHEET

PLEASE READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND PROVIDE ALL REQUESTED INFORMATION IN THIS PACKET.

INCOMPLETE REQUEST PACKETS OR MISSING ITEMS WILL RESULT IN AN AUTOMATIC DENIAL OF YOUR REQUEST.

REQUESTS MUST BE SUBMITTED AT LEAST **THREE WEEKS PRIOR** TO THE DATE OF THE STREET CLOSURE. THIS PROVIDES TIME FOR REVIEW BY CITY STAFF AND APPROVAL BY THE CITY COUNCIL AT A COUNCIL MEETING.

1. Read and INITIAL the Street Closure General Requirements form.
2. Complete all sections of the Request for Street Closure form and SIGN the form at the bottom.
3. Read and complete the Release and Indemnification Agreement form. INITIAL all sections as required on the form. Print your name, sign and date the form, and have the form NOTARIZED.
4. Complete the top section of the Approval for Street Closure by Residents and Businesses form. Meet with ALL residents and businesses located within the closure area and have them provide their name, address, business name, and signature.
5. Return the fully completed packet with all forms to the Cambridge Police Department.

Below is a checklist for your use to ensure that you have completed the packet.

- I have read and initialed the Street Closure General Requirements form.
- I have completed all sections of the Request for Street Closure form.
- I have signed the Request for Street Closure form.
- I have read, completed, and initialed all sections of the Release and Indemnification Agreement form.
- I have signed the Release and Indemnification Agreement form and had it notarized.
- I have completed the top section of the Approval for Street Closure by Residents and Businesses form.
- I have had all residents and businesses located within the closure area provide their name, address, business name, and signature on the Approval for Street Closure by Residents and Businesses form.

STREET CLOSURE GENERAL REQUIREMENTS

1. To request a street closure for a neighborhood party, street dance, parade, or special event, please complete a Street Closure Request packet. Packets must be submitted to the Police Department a minimum of three weeks prior to the planned event to provide time for review by city staff and approval by the city council at a council meeting.
2. Street closures can only be conducted on low-volume residential streets, dead-end streets, or cul-de-sacs. No thoroughfares or collector streets may be used, unless the street closure is for a City-Wide function and an exception is granted by the City Council. In addition, access to public facilities shall not be blocked. Road closures will only be granted upon determination that the closure will not have adverse effects on the safety and general welfare of people in the City and the function of the roadway.
3. All residents and businesses on the street or block for which the event is planned shall approve the street closure by signing the Approval for Street Closure by Residents and Businesses form.
4. Barricade equipment is required and can be provided by the City. A \$50.00 damage deposit is required and is refunded to the applicant after the barricades have been returned in good condition. Barricades may be picked up at the Public Works Building the last working day before the event by 4:00 pm and returned to the Public Works Building the first working day after the event by 4:00 pm. Barricades for the event may also be delivered to a pre-arranged location by Public Works. As an alternative, the applicant may rent barricade equipment from a vendor. In any case, setup and takedown of the barricades shall be the responsibility of the applicant.

In addition to barricade requirements:

- a. No stakes or penetration may be made through the asphalt.
 - b. The barricades used must be easy to remove.
 - c. The barricades must be noticeably visible during daytime hours and evening hours.
 - d. No penetration by stakes, poles, posts in or behind a boulevard without first checking with Gopher State One Call at (651) 454-0002
 - e. No disposal of anything in storm sewers.
 - f. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
5. A minimum twelve-foot (12') aisle must be maintained in the street to permit passage of emergency vehicles or vehicles of residents unless an exception is granted by the City Council for a City-Wide event. Failure to maintain a twelve-foot aisle during the entire period of the event will result in denial of requests for subsequent street closures. Law enforcement personnel will monitor the event for strict adherence to this rule.
 6. Adult supervision must be maintained at all times during the event. The City is not responsible for damages or injuries incurred in connection with or as a result of the event. The applicant will be required to sign a hold-harmless agreement. The applicant(s) agree(s) to indemnify and hold harmless the City of Cambridge, Minnesota, its agents and employees from any and all claims, demands, actions or cause of action of whatsoever nature or character arising out of or

by reason of, the conduct of the block party in any respect, including, but not limited to costs, attorney's fees, expenses, etc., incurred in connection with the defense or settlement of any claims for injuries or damage resulting from or connected with the block party.

For City-sponsored functions the City will cover the event under its liability insurance (Downtown Customer Appreciation Day, Snowflake Parade).

7. Applicant shall be responsible for the pick-up of trash and garbage immediately after the end of the event.
8. Streets may not be barricaded later than 10:00 p.m. unless the street closure is for a City-Wide function and an exception is granted by the City Council.
9. No residents of the area designated shall be denied access to the event.
10. No loud speaker system shall be used which is audible beyond the block designated for the party. Residents and guests shall be in compliance with public peace statutes and ordinances.
11. The City of Cambridge reserves the right to approve or deny any request, or to revoke approval of any request.

INITIALS: CJS

City use only:
Approval:
 Police Dept.
 Public Works
 Admin
 Council

REQUEST FOR STREET CLOSURE

Applicant's Name: Howard McCarty American Legion Post 290
 Address: 220 main st. So.
 City: Cambridge State: MN Zip: 55008
 Telephone: Home _____ Work _____
 Cell 612-245-8343
 E-mail Address: _____

Event Dates: May 27, 2019
 Beginning Time of Event: 9:00 Am Ending Time: 2:00 P.M.

Description of Event: Memorial Day Program
 Sponsored by Whom: Howard McCarty American Legion Post 290
 What street is to be barricaded? Main ST. (1st ST to 2nd st.) 2nd-3rd
 What cross streets define the barricaded area? None
 Address barricades are to be left: 220 S, main ST. Camb.

Adult supervision must be maintained at all times during the event. The City is not responsible for damages or injuries incurred in connection with or as a result of the event. The applicant will be required to sign a hold-harmless agreement. The applicant(s) agree(s) to indemnify and hold harmless the City of Cambridge, Minnesota, its agents and employees from any and all claims, demands, actions or cause of action of whatsoever nature or character arising out of or by reason of, the conduct of the block party in any respect, including, but not limited to costs, attorney's fees, expenses, etc., incurred in connection with the defense or settlement of any claims for injuries or damage resulting from or connected with the block party.

I have read and understand the information contained in this request packet. I agree to comply with all terms as stated. I understand that the City of Cambridge may revoke approval to close a street at any time.

Name (please print) Clark Swanson Date 5-2-19
 Signature *Clark Swanson*

City use only:
 Street Closure Event Checklist:
 City approvals received
 All forms signed and completed
 Sheriff's dispatch notified of closure location and date
 \$50 deposit for barricades
 Police detail needed
 Other _____

RELEASE AND INDEMNIFICATION AGREEMENT

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

In consideration for being permitted to engage in the following special event activities on city property and/or right of way:

Memorial Day Program

(Description of Event e.g. block party)

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

By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I/we, as the event organizer, hereby expressly assume all such risks of injury, loss, or damage to us or any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

(Special Events Holder Initials here) CJS

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

(Special Events Holder Initials here) CJS

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

(Special Events Holder Initials here) CJS

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

(Special Events Holder Initials here) CJS

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

(Special Events Holder Initials here) CJS

This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, our successors, representatives, heirs, and executors.

(Special Events Holder Initials here) CJS

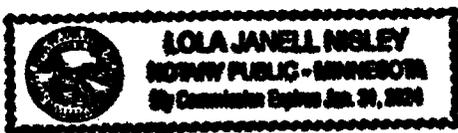
IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER: Howard McCarty Post 290/Clark Swanson

Signature: Clark Swanson Date 5/2/19

Subscribed and sworn to before me, this 2nd day of May, 2019

(SEAL)



Lola J Nisley
Notary Signature

Prepared by: Caroline Moe, Director of Finance.

BACKGROUND

The City of Cambridge Fire Department has received a donation of \$500 from Brackett Homes Inc for the purchase of new equipment. As required by MN State Statute, restricted donations must be officially accepted by the City Council and thus we are including it for action on this agenda.

COUNCIL ACTION

Officially accept the donations by approving the following resolution.

Attachments

Resolution No. R19-033

RESOLUTION NO. R19-033

*Resolution Accepting Restricted Donations
to the City of Cambridge Fire Department for Equipment*

WHEREAS, Brackett Homes Inc has made a donation to the Cambridge Fire Department in the amount of \$500 with the restriction that the funds be used for purchasing equipment;

NOW THEREFORE, BE IT RESOLVED by the City Council of Cambridge, Minnesota, that the donations detailed above are hereby received and accepted for the purposes as described above.

Adopted this 20th day of May, 2019.

James Godfrey, Mayor

ATTEST:

Lynda J. Woulfe, City Administrator

Prepared by: Marcia Westover, Community Development Director

Background:

A private septic system is required to be built at the new Special Education building located at 1700 305th Ave NE since no public sanitary sewer is available. A permit application for the new septic system has been submitted to the City of Cambridge. The City of Cambridge has an Agreement with Isanti County that covers residential septic inspections. Isanti County staff do not have the certifications to perform the design review or inspections for this large system (over 10,000 gallons per day).

Staff has reached out to Mike Jungbauer to prepare an estimate to perform the review and inspections of the septic system. The City previously contracted with Mike Jungbauer for the septic system at 4000 Main St. S. (former Westrom's Corner property). Attached is the statement for his service.

Large commercial and community septic systems in excess of 10,000 gallons per day are charged the amount of the contracted fees plus a \$50 administrative/city fee according to the fee schedule. The attached statement shows the breakdown of costs including plan review, soil verification, up to eight (8) inspections, and operating permit for a total of \$2,200. The City will charge a \$50.00 administration fee.

Fiscal Note:

No financial burden. The fees (\$2,250) will be collected with the permit and the City will pay Mike Jungbauer \$2,200, and the City will retain the \$50 administrative fee.

Council Recommendation:

Motion to approve the attached Septic Inspector Contract with Mike Jungbauer.

SEPTIC INSPECTOR CONTRACT

THIS CONTRACT is made to be effective the _____ day of _____, 20__ and is between the City of Cambridge (hereinafter referred to as the "City"), 300 Third Ave NE, Cambridge, Minnesota, 55008, and Mike Jungbauer, American Innovations MPCA L4011, (hereinafter referred to as the "Septic Inspector"), 307 Glenwood St SW, Isanti, MN 55040.

The parties agree as follows:

1. The Septic Inspector shall complete all of the customary services of a Septic Inspector as requested by the City on an independent contractor basis, including SSTS inspection services. The services shall be performed in accordance with generally accepted standards and such additional requirements and restrictions as may be set by any governmental authority, including the City.
2. While the foregoing services shall be set as described, it is understood that the means and manner of performing such services shall be determined by the Septic Inspector. Additionally, the Septic Inspector shall furnish all labor and equipment required to complete the services, except, that upon verbal or written request of the Septic Inspector and with the consent of the City, the City shall provide supplementary labor and equipment as may be necessary to carry out law enforcement and emergency response functions incidental to enforcement of the City's Ordinances.
3. The City shall pay the Septic Inspector for performance of this Contract in accordance with the rate schedule attached as Exhibit "A" and made a part hereof by this reference. The Septic Inspector shall bill the City accordingly and the City agrees to remit payment to the Septic Inspector within thirty (30) days after receipt of such bill. The City may require the Septic Inspector to furnish evidence to the City showing that the bill is appropriate for payment hereunder.
4. The City will receive all applications for SSTS permits for projects within its boundaries. Applications will then be forwarded to the Septic Inspector who shall review the application materials for conformance to applicable SSTS, zoning and other relevant codes, laws, and regulations. The Septic Inspector shall be responsible for enforcing SSTS regulations. Other zoning code issues such as land use and drainage shall be referred to appropriate City staff for consultation.
5. The Septic Inspector shall calculate all fees and charges due on a permit prior to approving the permit. Fees shall be calculated using the proposal as approved by the City.
6. The Septic Inspector shall confirm with the City that all appropriate contractors' licenses have been issued prior to the issuance of any SSTS permit.

7. The services covered by this Contract shall commence on the effective date of this Agreement and shall continue until either party terminates this Contract, which termination may be made by either party without cause upon sixty (60) days' written notice to the other party. In the event of termination the Septic Inspector shall be paid for all services relating to permits issued by the City prior to the date of termination.
8. Records of the Septic Inspector shall be kept by the Septic Inspector in a safe location, including plans, invoices, costs, and payments pertaining to the services covered by this Contract. Records shall be kept in a manner consistent with the Minnesota Data Practices Act. A copy of all such records shall be submitted to the City and its authorized representatives for their permanent property record files.
9. The Septic Inspector shall have the right and responsibility to issue stop orders and citations on violations of the septic code on any project determined not to be in compliance with the terms and provisions of the septic code. Enforcement and prosecution of the septic code requirements by way of judicial action shall be the responsibility of City. However, the Septic Inspector shall cooperate in any enforcement procedures.
10. The Septic Inspector shall maintain at its own expense, motor vehicle, and workers' compensation insurance as will adequately protect the Septic Inspector, its agents and employees from claims under applicable workers' compensation acts and from any other claims under applicable workers' compensation acts and from any other claims for damages for personal injury including death or damage to property which may arise or result from the Septic Inspector's performance under this Contract, whether the performance be by the Septic Inspector or by a subcontractor or by an agent or employee of the Septic Inspector. The City shall be named insured on all such policies. The Septic Inspector will also supply to the City a commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy.
11. The Septic Inspector shall comply, at its expense, with the provisions of all applicable federal, state and municipal laws and requirements applicable to the Septic Inspector as an employer of labor, including licensing requirements, whether now existing or hereafter established.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

CITY OF CAMBRIDGE

By: _____

Attest: _____

Dated: _____

COMPANY NAME

By: _____

Its: _____

Dated: _____

EXHIBIT "A"

**Rate Schedule for Septic Plan Review & Inspection Services
Mike Jungbauer**

American Innovations MPCA L4011

Plan review for the septic system to be located at 1700 305th Ave NE – \$700.00

Soil Verification Inspection - \$250.00

Up to Eight (8) inspections are estimated for an approximate total of \$600.00

Final Inspection and commissioning/start-up/testing - \$350.00

Operating Permit with Designer - \$300.00

TOTAL: \$2,200.00

Prepared by: Caroline Moe, Director of Finance

Background:

On May 6, 2019, the City Council approved resolution R19-030 calling for the sale of water revenue bonds to fund the construction of a new water tower. We have recently learned that the FAA (Federal Aviation Administration) is requiring a public comment period on this project until June 16. While we expect no comments that will impact this project, since contract approval is recommended contingent on completion of the FAA public comment period, we believe that would be prudent to move the bond sale to June 17. Then, in the unlikely event this project is delayed, we can delay paying interest on bonds for the project as well.

Recommendation

Approve postponement of bond sale to fund water tower construction from June 3 to June 17, 2019.

6B Ordinance 691 – Amending Title XI Business Regulations, Chapter 115 Tobacco May 20, 2019

Prepared by: Linda Woulfe, City Administrator

Background

Isanti County has adopted an ordinance which changes the legal age to purchase tobacco and tobacco related products to 21. The County’s ordinance is scheduled to go into effect on June 1, 2019.

The City is being asked to consider the same change. From a public health perspective, Isanti County has the highest rate of teen smokers in the State of Minnesota according to the 2016 Minnesota Student Survey (see attached). Our School Resource Officers are handling vaping violations on school properties by minors on a weekly, if not daily basis. Based upon this information, minors’ use of tobacco products is a definite issue within our community.

As part of the licensing process, the City does conduct tobacco license compliance checks. Establishments that have failed compliance checks since 2014 are:

Store Addresses	Failed Compliance Checks
Cambridge Fuel, Inc. 4000 Main Street South Cambridge, MN 55008	November 2017 April 2018
Cambridge Petroleum Inc dba Super America 101 S Garfield St Cambridge MN 55008	October 2018 Super America failed a State grant compliance check on June 29, 2017. According to statute the business could not be fined for this violation under the terms of the grant. However, it can be considered in determining fines if there is a future violation. November 2014
Casey’s Retail Store 1751 243 First Ave E Cambridge MN 55008	April 2018 Casey’s failed a State grant compliance check on June 29, 2017. According to statute the business could not be fined for this violation under the terms of the grant. However, it can be considered in determining fines if there is a future violation. November 2014
Casey’s Retail Store 2155 2290 Main St Cambridge MN 55008	November 2017 May 2010
Cub Foods dba Cambridge 2006 LLC	October 7, 2018

100 Opportunity Blvd Cambridge MN 55008	November 2017 November 2014
Walgreens 2460 115 Garfield St N Cambridge MN 55008	October 7, 2018
Cambridge Tobacco Inc 1870 2 nd Ave SE Suite 170 Cambridge, MN 55008	April 2018 Failed compliance check

The City issues 15 tobacco licenses on an annual basis. Our tobacco licenses run on a calendar year basis (January – December).

Attached is a draft ordinance which would change the legal age to purchase tobacco and tobacco related products to 21. The draft ordinance mirrors changes proposed to state law as presented in House File (HF) 331 (see attached). Senate File 463 is the companion bill to HF 331.

I have provided all tobacco license holders a copy of the proposed ordinance and notice of the meeting when the ordinance will be discussed as is required by state law (see attached letter). It has also been posted on the City’s website and official bulletin board.

Alternatives to Consider

1. Adopt the ordinance as presented.
2. Table the ordinance until the end of the 2019 Legislative Session and if the language in HF 331 does pass, the City will need to update its code language and the updates are included in Ordinance 691.
2. Make no change to our current code language and let the State of Minnesota address this issue on a statewide basis.
3. Relinquish the City’s licensing authority for tobacco products and give it back to Isanti County. Budgetary impact: \$3,000 in licensing fees (15 licenses x 200 per license). If the Council chooses this option, then the County’s ordinance would be applicable within the City limits.

Please provide staff direction on how you would like to proceed on this issue.

ORDINANCE 691
TITLE XI BUSINESS REGULATIONS, CHAPTER 115: TOBACCO REGULATIONS

The Cambridge City Council hereby amends the following language in Title XI Business Regulations, Chapter 115 Tobacco Regulations:

§ 115.01 PURPOSE

Because the city recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess and use tobacco products and tobacco related devices, electronic cigarettes, electronic delivery device and nicotine or lobelia delivery devices, and the sales, possession and use are violations of both state and federal laws; and because studies, which are accepted and adopted, have shown that most smokers begin smoking before they have reached the age of 18 years and that those persons who reach the age of ~~18~~ 21 years without having started smoking are significantly less likely to begin smoking; and because smoking has been shown to be the cause of serious health problems which subsequently place a financial burden on all levels of government; this chapter shall be intended to regulate the sale, possession and use of tobacco, tobacco products and tobacco related devices, electronic cigarettes, electronic delivery device, and nicotine or lobelia delivery devices for the purpose of enforcing and furthering existing laws to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products and tobacco related devices, electronic delivery device, and nicotine or lobelia delivery devices, and to further the official public policy of the state in regard to preventing young people from starting to smoke as stated in M.S. § 144.391, as it may be amended from time to time.

§ 115.02 DEFINITIONS

MINOR. For the purpose of tobacco or tobacco related devices purchase, any natural person who has not yet reached the age of ~~18~~ 21 years.

§ 115.05 BASIS FOR DENIAL OF LICENSE

(A) Grounds for denying the issuance or renewal of a license under this chapter include but are not limited to the following:

- (1) The applicant is under the age of ~~18~~ 21 years;

§ 115.06 PROHIBITED SALES

(A) *Prohibited Sales.* It shall be a violation of this chapter for any person to sell or offer to sell any tobacco, tobacco product or tobacco related device, electronic cigarettes, electronic delivery device or nicotine or lobelia delivery devices:

- (1) To any person under the age of ~~18~~ 21 years;

§ 115.08 SELF-SERVICE SALES

A license holder who operates an establishment or fully enclosed portion of an establishment that sells at least 90 percent of its products in tobacco, or tobacco products, tobacco-related devices, electronic delivery devices or electronic cigarettes, is exempt from the self-service merchandising provision if the license holder prohibits anyone under ~~18~~ 21 years of age that is not an employee of the establishment from entering the establishment or fully enclosed portion of an establishment and the license holder conspicuously displays a notice prohibiting persons under ~~18~~ 21 years of age from entering the establishment.

§ 115.10 COMPLIANCE CHECKS AND INSPECTIONS

All licensed premises shall be open to inspection by the local law enforcement or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of ~~15~~ 17 years but less than ~~18~~ 21 years to enter the licensed premises to attempt to purchase tobacco, tobacco products or tobacco related devices, electronic cigarettes, electronic delivery device or nicotine or lobelia delivery devices.

This ordinance will be effective on December 31, 2019.

Adopted this 20th day of May, 2019

James A. Godfrey, Mayor

ATTEST:

Lynda J. Woulfe, City Administrator

Summary Publication of Ordinance

The City Council of the City of Cambridge adopted Ordinance 691 amending Title XI Business Regulations, Chapter 115 Tobacco Regulations which changes the legal age to 21 years of age to purchase tobacco, tobacco related products, and devices. The complete ordinance is available for public inspection at the office of the City Administrator, 300 3rd Ave NE, Cambridge, Minnesota.

ATTEST:

Lynda J. Woulfe, City Administrator

Date of Publication: May 30, 2019

Tony Buttacavoli, Isanti County Public Health

Items Addressed

- Background
- Timeline of Community and Stakeholder Input
- What is T21?

Isanti County Impacts from Tobacco

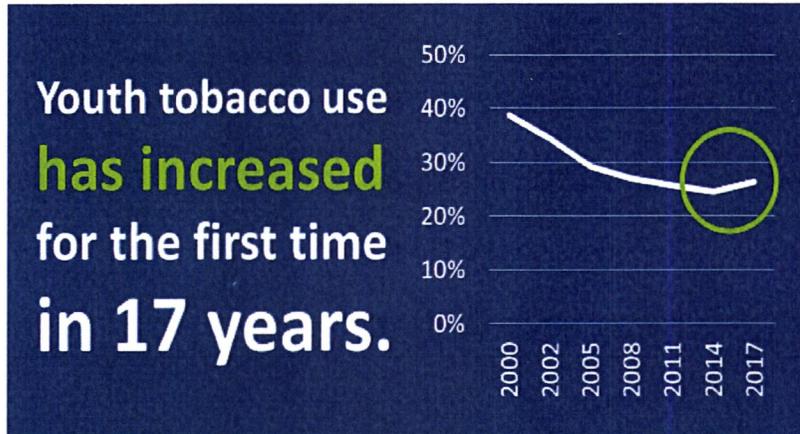
- Tobacco use is the number one cause of preventable death and disease in Isanti County.
- 2,700 adults in Isanti County smoke cigarettes.
- 1 in 5 Deaths in Isanti County are tobacco-related
- Isanti County has \$30.2 Million in excess medical costs each year from tobacco.
- On average tobacco costs each Isanti County household \$753 a year (medical costs, lost productivity).

Source: Minnesota Department of Health. *Isanti County Tobacco Profile 5/2018*

Youth Tobacco

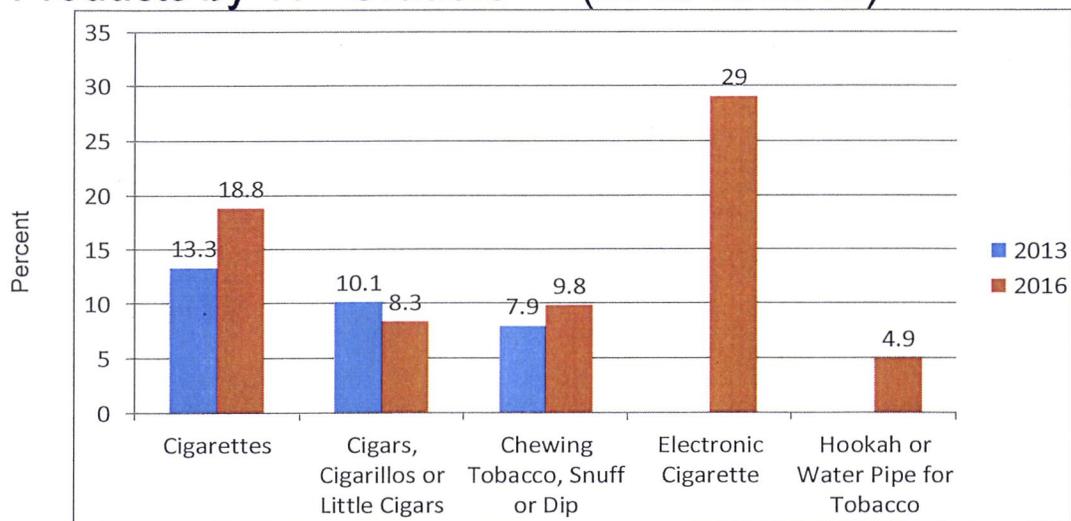
- The tobacco industry spends \$12,614/day in MN advertising towards kids.
- E-cigs and flavored tobacco products are appealing to youth.
- Peers are the largest source of initiation with tobacco for youth.
- Social access among students is the largest source of supply to tobacco products.
- 59% of 18-19 year-olds have been asked to buy cigarettes for someone younger.
- 63% of 12-17 year-olds who smoked in the last month gave money to others to purchase for them.
- 9th and 11th graders are now using e-cigs at twice the rate of regular cigarettes.

MN Youth Tobacco Use



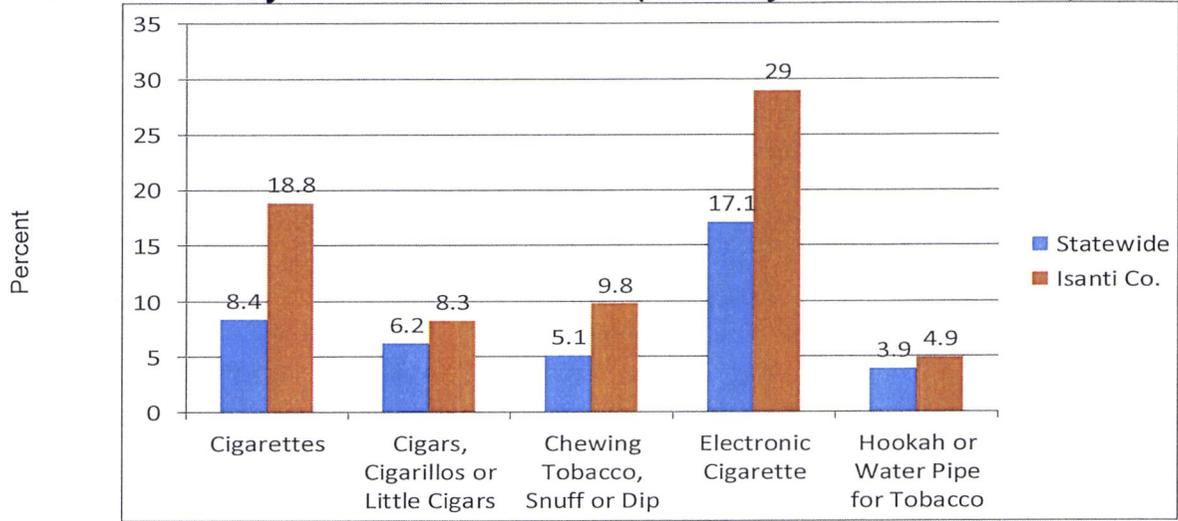
Source: Minnesota Department of Health. *Teens and Tobacco in Minnesota, 2017 Update.*

ISANTI COUNTY- Last 30 Day Use of Tobacco Products by 11th Graders (2013 vs 2016)



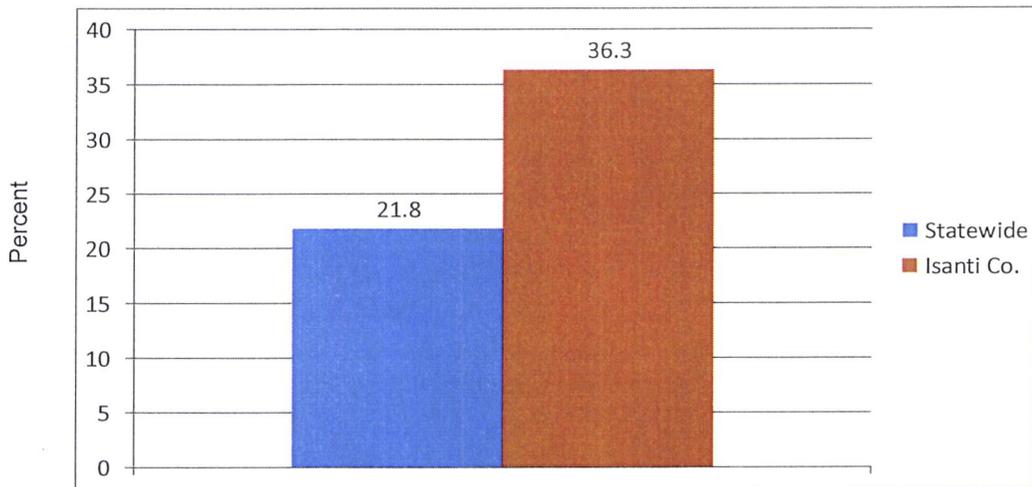
2013 & 2016 Minnesota Student Survey

ISANTI COUNTY- Last 30 Day Use of Tobacco Products by 11th Graders (County vs. Statewide)



2016 Minnesota Student Survey

ISANTI COUNTY- Last 30 Day Use of Any Tobacco Product by 11th Graders (County vs Statewide)



2016 Minnesota Student Survey

Timeline- Youth Tobacco & Ordinance Revision

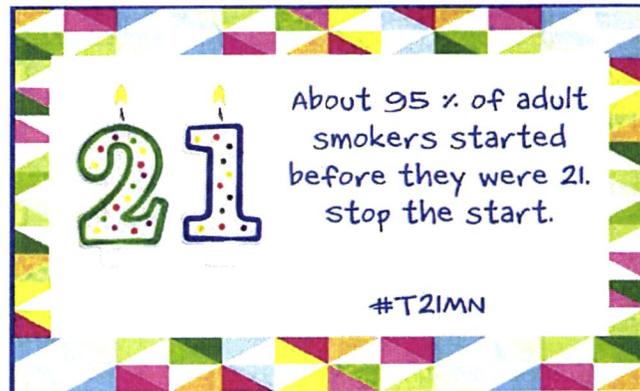
- **2017-2018**- Community Health Assessment showing significant youth tobacco/ecig use in Isanti County.
- **12/8/2017**- Isanti County Substance Abuse Prevention and Recovery Coalition (ICSAPRC) took on the challenge to address youth tobacco use.
- **2/21/2018**- Braham, Let's Smoke Out the Truth Event
- **3/14/2018**- Cambridge, Let's Smoke Out the Truth Event
- **4/11/2018**- Isanti, Let's Smoke Out the Truth Event
- **July/August 2018**- Meetings with city officials to discuss what was learned from community forums, get their feedback and discuss future plans.
- **9/17/2018**- C.O.W; tobacco/ecig presentation by ICSAPRC, professional partners, PH and statements from residents/youth. Delivered a petition addressed to the County Board with 800 local signatures in support of T21 as well as 20 letters of support.

Timeline- Youth Tobacco & Ordinance Revision

- **10/3/2018**- C.H.B; presented summary of COW findings; PH Director and County Attorney given direction from board to review and revise County Tobacco Ordinance to include T21 language.
- **10/2018-1/2019**- Various meetings between PH, Attorney's Office, ICSAPRC, and other County Stakeholders. Media (social media, local newspapers).
- **1/29/2019**- C.O.W; PH Director and County Attorney presented a draft revised version of County Tobacco Ordinance. Minor revisions.
- **2/6/2019**- County Board; PH Director requested and was approved to set Public Hearing Date on Revised Tobacco Ordinance for 3/20/2019.
- **Feb. & Mar. 2019**- Legal notices to the public and tobacco licensee was provided; Communication and feedback with stakeholders (ICSAPRC, met again with cities officials, community stakeholders).
- **3/20/2019**- Public Hearing

What is Tobacco 21 (T21)?

Increasing the minimum legal age to purchase tobacco products to 21.



T21 Works: What we know

- Research shows a 25% reduction in smoking initiation among 15-17 year-olds after implementation of T21.
- Lowers overall tobacco use rate (youth and adults) by stopping, reducing and delaying the onset of tobacco use.
- Simplify ID checks for retailers as we have distinct licenses for over 21 years and under 21 years of age.
- T21 policy focuses on prevention through access and not reactive enforcement towards youth targeted by the tobacco industry.

Sample MN Driver's License



T21 Works: Data from Other Cities

Needham, MA

- The city of Needham, Massachusetts raised the legal tobacco sale age to 21 in 2005.
- Within five years, tobacco use among high school students **decreased by nearly half.**

Chicago, IL

- Chicago passed tobacco 21 in 2016.
- They found their rates to go down from 15.2% in 2015 to 9.7% in 2016. **This was a 36 percent decrease.**

T21 Works: Quotes from Tobacco Company

“If a man has never smoked by age 18, the odds are three-to-one that he never will...”
-RJ Reynolds, September 10, 1982

“Raising the legal minimum age for cigarette purchaser to 21 could gut our key young adult market...”
-Philip Morris report, January 21, 1986

Source: Truth Tobacco Industry Document Library

Support for T21

- Local support for T21 in Isanti County has been massive.
- Over 860 community member signatures, directly supporting T21.
- Over 30 Letters of Support from community groups and individuals in support of T21.
- Numerous letters to the editor etc. supporting T21.

75% of adults

70% of current smokers

65% of young adults ages 18-24

Favor raising the tobacco sales age to 21

Source: Institute of Medicine. 2015.

Questions & Comments

Tony Buttacavoli, MPH
Director
Isanti County Public Health

**AN ORDINANCE REGULATING THE POSSESSION, SALE AND CONSUMPTION OF
TOBACCO AND TOBACCO RELATED DEVICES AND PRODUCTS WITHIN THE
COUNTY OF ISANTI, MINNESOTA**

**THE BOARD OF COMMISSIONERS OF THE COUNTY OF ISANTI, MINNESOTA, DOES
ORDAIN ON _____ :**

Section

- 1 Purpose and intent
- 2 Definitions
- 3 License
- 4 Fees
- 5 Basis for denial of license
- 6 Prohibited sales
- 7 Self-service sales
- 8 Responsibility
- 9 Compliance checks and inspections
- 10 Other illegal acts
- 11 Exceptions and defenses
- 12 Severability
- 13 Violations and penalty
- 14 Effective date

SECTION 1. PURPOSE AND INTENT.

Because Isanti County recognizes that the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to persons under the age of 18 violates both state and federal laws; and because studies, which Isanti County hereby accepts and adopts, have shown that most smokers begin smoking before they have reached the age of 18 years and that almost no one starts smoking after age 25; and because national data show that about 95 percent of adult smokers begin smoking before they turn 21 and the ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use; and because tobacco use has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this Ordinance is intended to regulate the sale of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect youth and young adults against the serious effects associated with use and initiation, and to further the official public policy of the state in regard to preventing young people from starting to smoke as stated in Minn. Stat. § 144.391, as it may be amended from time to time.

In making these findings, Isanti County Board of Commissioners accepts the conclusions and recommendations of: the U.S. Surgeon General reports, “E-cigarette Use Among Youth and Young Adults” (2016), “The Health Consequences of Smoking—50 Years of Progress” (2014) and “Preventing Tobacco Use Among Youth and Young Adults” (2012); the Centers for Disease Control and Prevention in their studies, “Tobacco Use Among Middle and High School Students — United States, 2011–2015,”

and “Selected Cigarette Smoking Initiation and Quitting Behaviors Among High School Students, United States, 1997”; and of the following scholars in these scientific journals: Xin Xu et al., Annual Healthcare Spending Attributable to Cigarette Smoking: An Update, *Am. J. Prev. Med.* 48(3): 326-33 (Mar. 2015); Giovino GA, “Epidemiology of Tobacco Use in the United States,” *Oncogene* (2002) 21, 7326-40; Khuder SA, et al., “Age at Smoking Onset and its Effect on Smoking Cessation,” *Addictive Behavior* 24(5):673-7, September-October 1999; D’Avanzo B, et al., “Age at Starting Smoking and Number of Cigarettes Smoked,” *Annals of Epidemiology* 4(6):455-59, November 1994; Chen, J & Millar, WJ, “Age of Smoking Initiation: Implications for Quitting,” *Health Reports* 9(4):39-46, Spring 1998; Everett SA, et al., “Initiation of Cigarette Smoking and Subsequent Smoking Behavior Among U.S. High School Students,” *Preventive Medicine*, 29(5):327-33, November 1999, copies of which are adopted by reference.

AUTHORITY. This Ordinance is enacted pursuant to Minnesota Statutes Chapters 461 and 145A allowing for local ordinances to set more restrictive regulation on the provision of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery devices.

JURISDICTION. Pursuant to Minnesota Statute 145A.05, Subd.1, and Subd.9 this Ordinance shall apply to all licenses issued by Isanti County. Nothing in this Ordinance shall prevent other local levels of government within Isanti County from adopting measures that are more stringent.

SECTION 2. DEFINITIONS.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CHILD-RESISTANT PACKAGING. Constitutes packaging that meets the definition as set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, when tested in accordance with the method described in Code of Federal Regulations, Title 16, Section 1700.20, as in effect on January 1, 2015.

COMPLIANCE CHECKS. The system Isanti County uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this Ordinance. **Compliance checks** shall involve the use of persons under age 21 as authorized by this Ordinance. **Compliance checks** shall also mean the use of persons under age 21 who attempt to purchase licensed products for educational, research and training purposes as authorized by state and federal laws. **Compliance Checks** may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to licensed products.

ELECTRONIC DELIVERY DEVICE. Means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption through inhalation of vapor or liquid from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic delivery device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

INDOOR AREA. Area including all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

LICENSED PRODUCTS. Collectively refers to any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

LOOSIES. Term used to refer to single or individually packaged cigarettes, cigars or any other licensed product that has been removed from its intended retail packaging and offered for sale. The term “loosies” does not include individually packaged cigars with a retail price, before any sales taxes, of more than \$2.00 per cigar.

MOVEABLE PLACE OF BUSINESS. Any form of business operated out of a truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

NICOTINE OR LOBELIA DELIVERY DEVICES. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco as defined in this section, not including drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

RETAIL ESTABLISHMENT. Any place of business where licensed products are available for sale to the general public. The phrase shall include but not be limited to grocery stores, convenience stores, restaurants, and drug stores.

SALE. Any transfer or distribution of goods for money, trade, barter or other consideration.

SELF-SERVICE MERCHANDISING. Open displays of licensed products in any manner where any person shall have access to the licensed products, without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the licensed products between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer.

SMOKING. Means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product, whether natural or synthetic, containing, made, or derived from nicotine, tobacco, marijuana, or other plant, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device.

TOBACCO or TOBACCO PRODUCTS. Includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco or tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

TOBACCO-RELATED DEVICES. Includes any pipe, rolling papers, or other device intentionally designed or intended to be used with tobacco products. Tobacco-related device includes components of tobacco-related devices which may be marketed or sold separately.

TOBACCO PRODUCTS SHOP. Means any licensed retail establishment that derives at least 90 percent of its revenue from tobacco or tobacco products and where no person under the age of twenty-one (21) is present, or permitted to enter, at any time.

VENDING MACHINE. Any mechanical, electric or electronic, or other type of device which dispenses licensed products upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase the licensed product.

SECTION 3. LICENSE.

(A) *License required.* No person, business, or entity shall sell or offer to sell any licensed products without first having obtained a license to do so from Isanti County.

(B) *Application.* An application for a license to sell licensed products shall be made on a form provided by Isanti County Public Health Department. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information Isanti County deems necessary. Upon receipt of a completed application, Isanti County Public Health shall forward the applications to the Isanti County Board of Commissioners for action at its next regularly scheduled Isanti County Board meeting. If Isanti County determines that an application is incomplete, Isanti County Public Health shall return the application to the applicant with notice of the information necessary to make the application complete.

(C) *Action.* The Isanti County Board of Commissioners may either approve or deny the license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the Isanti County Board of Commissioners approve the license, Isanti County Public Health shall issue the license to the applicant. If the Isanti County Board of Commissioners denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal Isanti County Board of Commissioner's decision.

(D) *Term.* All licenses issued under this section shall be valid for one calendar year from the date of issue.

(E) *Revocation or suspension.* Any license issued under this section may be revoked or suspended as provided in Section 13.

(F) *Transfers.* All licenses issued under this section shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the Isanti County Board of Commissioners.

(G) *Moveable place of business.* No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this section.

(H) *Display*. All licenses shall be posted and displayed in plain view of the general public on the licensed premise.

(I) *Renewals*. The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.

(J) *Issuance as privilege and not a right*. The issuance of a license issued under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

(K) *Proximity to youth-oriented facilities*. No license shall be granted pursuant to this section to any person for any retail sales of licensed products within 1,000 feet of any school, playground, house of worship, or youth-oriented facility, as measured by the shortest line between the space to be occupied by the proposed licensee and the occupied space of the school, playground, house of worship, or youth-oriented facility, unless that person has been in the business of selling such products in that location before the date this section was enacted into law for at least one year. For the purpose of this section, a youth-oriented facility is defined to include any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or which primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21.

(L) *Proximity to other tobacco retailers*. No license shall be granted pursuant to this section to any person for any retail sales of licensed products within two thousand feet of any other establishment holding such a license, as measured by the shortest line between the space to be occupied by the proposed licensee and the occupied space of the nearest existing licensee, unless that person has been in the business of selling such products in that location before the date this section was enacted into law for at least one year.

(M) *Smoking*. Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a tobacco license. Smoking for the purposes of sampling tobacco and tobacco related products is prohibited.

Penalty, see Section 13.

SECTION 4. FEES.

No license shall be issued under this Ordinance until the appropriate license fee shall be paid in full. The fee for a tobacco license under this Ordinance shall be established annually by the Isanti County Board of Commissioners. Established fees and charges may be amended from time to time.

Penalty, see Section 13.

SECTION 5. BASIS FOR DENIAL OF LICENSE.

(A) Grounds for denying the issuance or renewal of a license under this chapter include but are not limited to the following:

(1) **The applicant is under the age of 21 years.**

(2) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.

(3) The applicant has had a license to sell licensed products revoked within the preceding 12 months of the date of application.

(4) The applicant fails to provide any information required on the application, or provides false or misleading information.

(5) The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.

(B) However, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that Isanti County must deny the license.

(C) If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this Ordinance.

Penalty, see Section 13.

SECTION 6. PROHIBITED SALES.

It shall be a violation of this Ordinance for any person to sell or offer to sell any licensed products:

(A) **To any person under the age of 21 years.**

(B) By means of any type of vending machine as defined in Section 2.

(C) By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premise in order to receive the licensed product and whereby there is not a physical exchange of the licensed product between the licensee, or the licensee's employee, and the customer.

(D) By means of loosies except as defined in Section 2.

(E) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.

(F) By any other means, to any other person, on in any other manner or form prohibited by federal, state or other local law, ordinance provision, or other regulation.

Penalty, see Section 13.

SECTION 7. SELF-SERVICE SALES.

It shall be unlawful for a licensee under this Ordinance to allow self-service sales of licensed products by any means where by the customer may have access to those items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the licensed product between the licensee or his or her clerk and the customer. All licensed products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. Any retailer selling licensed products at the time this Ordinance is adopted shall comply with this section within 90 days following the effective date of this Ordinance.

Penalty, see Section 13.

SECTION 8. RESPONSIBILITY.

(A) All licensees under this Ordinance shall be responsible for the actions of their employees in regard to the sale of licensed products on the licensed premises, and the sale of an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting Isanti County from also subjecting the clerk to whatever penalties are appropriate under this chapter, state or federal law, or other applicable law or regulation.

(B) Notice of the legal sales age and the age verification requirement shall be posted at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by Isanti County, shall be posted in a manner so that it is clearly visible to anyone who is considering or making a purchase.

Penalty, see Section 13.

SECTION 9. COMPLIANCE CHECKS AND INSPECTIONS.

All licensed premises shall be open to inspection by Isanti County Law Enforcement or other authorized/designated Isanti County personnel during regular business hours. From time to time, but at least once per year, the Isanti County shall conduct compliance checks by persons over the age of 15 years but less than 21 years to enter the licensed premise to attempt to purchase licensed products. Prior written consent from a parent or guardian is required for any person under the age of 18 who participates in a compliance check. Persons used for the purpose of compliance checks shall be supervised Isanti County designated law enforcement officers or other designated Isanti County personnel. Persons used for compliance checks shall not be guilty of unlawful possession of licensed products when those items are obtained as a part of the compliance check. No person used in compliance checks shall attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check shall answer all questions about the person's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

Penalty, see Section 13.

SECTION 10. OTHER ILLEGAL ACTS.

Unless otherwise provided,

(A) *Illegal sales.* It shall be a violation of this Ordinance for any person to sell or otherwise provide any licensed product to any person under age 21.

(B) *Illegal possession.* It shall be a violation of this Ordinance for any person under 18 to have in his or her possession any tobacco, tobacco product, tobacco-related device, or electronic delivery device. This division (B) shall not apply to minors lawfully involved in a compliance check.

(C) *Illegal use.* It shall be a violation of this Ordinance for any person under 18 to smoke, chew, and sniff or otherwise use any tobacco, tobacco product, tobacco-related device, or electronic delivery device.

(D) *Illegal procurement.* It shall be a violation of this Ordinance for any person under 18 to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, tobacco-related device, or electronic delivery device, and it shall be a violation of this Ordinance for any person to purchase or otherwise obtain those items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product, tobacco-related device, or electronic delivery device. This division (D) shall not apply to minors lawfully involved in a compliance check.

(E) *Use of false identification.* It shall be a violation of this Ordinance for any person to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Penalty, see Section 13.

SECTION 11. EXCEPTIONS AND DEFENSES.

Nothing in this Ordinance shall prevent the providing of traditional tobacco or tobacco related device to a person under age of 21 as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this Ordinance for a person to have reasonably relied on proof of age as described by state law.

SECTION 12. SEVERABILITY.

If any section or provision of this Ordinance is held invalid, such invalidity shall not affect other sections or provisions, which can be given force and effect without the invalidated section or provision.

SECTION 13. VIOLATIONS AND PENALTY.

(A) Misdemeanor prosecution. Nothing in this section shall prohibit Isanti County from seeking prosecution for persons 21 years of age and older as a misdemeanor for any alleged violation of this Ordinance.

(B) *Violations.*

(1) *Notice.* A person violating this Ordinance may be issued, either personally or by mail, a citation that sets forth the alleged violation and that informs the alleged violator of his or her right to a hearing on the matter. The citation shall provide notice that a hearing must be requested within ten (10) business days of receipt and that hearing rights shall be terminated if a hearing is not promptly requested. The citation shall provide information on how and where a hearing may be requested, including a contact address and phone number.

(2) *Hearings.*

(a) Upon issuance of a citation, a person accused of violating this Ordinance may request in writing a hearing on the matter. Hearing requests must be made within ten (10) business days of the issuance of the citation and delivered to the Isanti County Administrator or other designated Isanti County official. Failure to request a hearing within ten (10) business days of the issuance of the citation will terminate the person's right to a hearing.

(b) The Isanti County Administrator or other designated Isanti County official shall set the time and place for the hearing. Written notice of the hearing time and place shall be mailed or delivered to the accused violator at least ten (10) business days prior to the hearing.

(3) *Hearing Officer.* The Isanti County official designated by the Isanti County Board of Commissioners shall serve as the hearing officer. The hearing officer must be an impartial employee of Isanti County or an impartial person retained by Isanti County to conduct the hearing.

(4) *Decision.*

(a) A decision shall be issued by the hearing officer within ten (10) business days. If the hearing officer determines that a violation of this Ordinance did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under division (B) of this section, shall be recorded in writing, a copy of which shall be provided to Isanti County and the accused violator by in person delivery or mail as soon as practicable. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, those findings shall be recorded and a copy provided to Isanti County and the acquitted accused violator by in person delivery or mail as soon as practicable.

(b) *Costs.* If the citation is upheld by the hearing officer, Isanti County's actual expenses in holding the hearing up to a maximum of \$1,000.00 shall be paid by the person requesting the hearing.

(c) The decision of the hearing officer is final.

(5) *Appeals.* Appeals of any decision made by the hearing officer shall be filed in the district court for Isanti County in which the alleged violation occurred within ten (10) business days.

(6) *Continued violation.* Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

(C) *Administrative penalties.*

(1) *Licensees.* Any licensee found to have violated this Ordinance, and/or whose employee shall have violated this Ordinance, shall be charged an administrative fine of \$150 for a first violation; \$250 for a second offense at the same licensed premises within a 24-month period; and \$350 for a third or subsequent offense at the same location within a 24-month period. In addition, after the third offense, the license shall be suspended for not less than seven consecutive days and no longer than 1-year.

(2) *Other individuals.* Other individuals, other than persons 18 to 20 years found to be in violation of this Ordinance shall be charged an administrative fine of \$50.

(3) *Minors.* People under age 18 found in unlawful possession of or who unlawfully purchase or attempt to purchase licensed products, shall be subject to an administrative fine, or may be subject to tobacco-related education classes, diversion programs, community services, or another penalty that Isanti County believes will be appropriate and effective. The administrative fine or other penalty shall be established by the Isanti County Board of Commissioners upon the County Board's consultation with interested parties of the courts, educators, parents and children to determine an appropriate penalty for minors in Isanti County. This administrative fine of \$50 or other penalty will be established annually by the Isanti County Board of Commissioners, and may be amended from time to time.

(4) *Statutory penalties.* If the administrative penalties authorized to be imposed by M.S. § 461.12, as it may be amended from time to time, differ from those established in this section, then the stronger of the penalties shall prevail.

SECTION 14. EFFECTIVE DATE.

This Ordinance becomes effective on the date of June 1, 2019 as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10.

Approved by the Isanti County Board of Commissioners this _____.

Attest:

Kevin VanHooser, County Administrator

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in alternative formats upon request

State of Minnesota
HOUSE OF REPRESENTATIVES

NINETY-FIRST SESSION

H. F. No. **331**

01/24/2019 Authored by Edelson, Moran, Layman, Baker, Morrison and others
The bill was read for the first time and referred to the Committee on Health and Human Services Policy
02/14/2019 Adoption of Report: Re-referred to the Committee on Commerce
02/28/2019 Adoption of Report: Amended and re-referred to the Judiciary Finance and Civil Law Division
03/13/2019 Adoption of Report: Amended and re-referred to the Committee on Ways and Means

1.1 A bill for an act
1.2 relating to health; adding charter schools to the prohibition of tobacco in schools;
1.3 increasing the tobacco sale age; increasing administrative penalties; adding a
1.4 provision to municipal license of tobacco; allowing alternative penalties; amending
1.5 Minnesota Statutes 2018, sections 144.4165; 144.4167, subdivision 4; 171.171;
1.6 461.12, subdivisions 2, 3, 4, 5, 6, 8; 461.18; 609.685; 609.6855; proposing coding
1.7 for new law in Minnesota Statutes, chapter 461.

1.8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.9 Section 1. Minnesota Statutes 2018, section 144.4165, is amended to read:

1.10 **144.4165 TOBACCO PRODUCTS PROHIBITED IN PUBLIC SCHOOLS.**

1.11 No person shall at any time smoke, chew, or otherwise ingest tobacco ~~or a tobacco~~
1.12 ~~product~~, or inhale or exhale aerosol or vapor from an electronic delivery device as defined
1.13 in section 609.685, subdivision 1, in a public school, as defined in section 120A.05,
1.14 subdivisions 9, 11, and 13, ~~and no person under the age of 18 shall possess any of these~~
1.15 ~~items~~ or in a charter school governed by chapter 124E. This prohibition extends to all
1.16 facilities, whether owned, rented, or leased, and all vehicles that a school district owns,
1.17 leases, rents, contracts for, or controls. Nothing in this section shall prohibit the lighting of
1.18 tobacco by an adult as a part of a traditional Indian spiritual or cultural ceremony. For
1.19 purposes of this section, an Indian is a person who is a member of an Indian tribe as defined
1.20 in section 260.755₂, subdivision 12.

1.21 Sec. 2. Minnesota Statutes 2018, section 144.4167, subdivision 4, is amended to read:

1.22 Subd. 4. **Tobacco products shop.** Sections 144.414 to 144.417 do not prohibit the
1.23 lighting, heating, or activation of tobacco in a tobacco products shop by a customer or

2.1 potential customer for the specific purpose of sampling tobacco products. For the purposes
 2.2 of this subdivision, a tobacco products shop is a retail establishment ~~with~~ that cannot be
 2.3 entered at any time by persons younger than 21 years of age, that has an entrance door
 2.4 opening directly to the outside, and that derives more than 90 percent of its gross revenue
 2.5 from the sale of ~~loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other~~
 2.6 ~~smoking devices for burning tobacco and related smoking accessories~~ tobacco-related
 2.7 devices, and electronic delivery devices, as defined in section 609.685, and in which the
 2.8 sale of other products is merely incidental. "Tobacco products shop" does not include a
 2.9 tobacco department or section of any individual business establishment with any type of
 2.10 liquor, food, or restaurant license.

2.11 Sec. 3. Minnesota Statutes 2018, section 171.171, is amended to read:

2.12 **171.171 SUSPENSION; ILLEGAL PURCHASE OF ALCOHOL OR TOBACCO.**

2.13 The commissioner shall suspend for a period of 90 days the license of a person who:

2.14 (1) is under the age of 21 years and is convicted of purchasing or attempting to purchase
 2.15 an alcoholic beverage in violation of section 340A.503 if the person used a license, Minnesota
 2.16 identification card, or any type of false identification to purchase or attempt to purchase the
 2.17 alcoholic beverage;

2.18 (2) is convicted under section 171.22, subdivision 1, clause (2), or 340A.503, subdivision
 2.19 2, clause (3), of lending or knowingly permitting a person under the age of 21 years to use
 2.20 the person's license, Minnesota identification card, or other type of identification to purchase
 2.21 or attempt to purchase an alcoholic beverage; or

2.22 ~~(3) is under the age of 18 years and is found by a court to have committed a petty~~
 2.23 ~~misdemeanor under section 609.685, subdivision 3, if the person used a license, Minnesota~~
 2.24 ~~identification card, or any type of false identification to purchase or attempt to purchase the~~
 2.25 ~~tobacco product; or~~

2.26 ~~(4)~~ (3) is convicted under section 171.22, subdivision 1, clause (2), of lending or
 2.27 knowingly permitting a person under the age of ~~18~~ 21 years to use the person's license,
 2.28 Minnesota identification card, or other type of identification to purchase or attempt to
 2.29 purchase ~~a tobacco product~~ tobacco, a tobacco-related device, an electronic delivery device,
 2.30 as defined in section 609.685, subdivision 1; or a nicotine or lobelia delivery product, as
 2.31 described in section 609.6855, subdivision 1.

3.1 Sec. 4. Minnesota Statutes 2018, section 461.12, subdivision 2, is amended to read:

3.2 Subd. 2. **Administrative penalties for sales and furnishing; licensees.** If a licensee or
3.3 employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices,
3.4 electronic delivery devices, or nicotine or lobelia delivery products to a person under the
3.5 age of ~~18~~ 21 years, or violates any other provision of this chapter, the licensee shall be
3.6 charged an administrative penalty of ~~\$75~~ \$300 for the first violation. An administrative
3.7 penalty of ~~\$200~~ \$600 must be imposed for a second violation at the same location within
3.8 24 ~~24~~ 36 months after the initial violation. For a third or any subsequent violation at the same
3.9 location within 24 ~~24~~ 36 months after the initial violation, an administrative penalty of ~~\$250~~
3.10 \$1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices,
3.11 electronic delivery devices, or nicotine or lobelia delivery products at that location must be
3.12 suspended for not less than seven days and may be revoked. No suspension, revocation, or
3.13 other penalty may take effect until the licensee has received notice, served personally or by
3.14 mail, of the alleged violation and an opportunity for a hearing before a person authorized
3.15 by the licensing authority to conduct the hearing. A decision that a violation has occurred
3.16 must be in writing.

3.17 Sec. 5. Minnesota Statutes 2018, section 461.12, subdivision 3, is amended to read:

3.18 Subd. 3. **Administrative penalty for sales and furnishing; individuals.** An individual
3.19 who sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery
3.20 devices, or nicotine or lobelia delivery products to a person under the age of ~~18~~ 21 years
3.21 ~~must~~ may be charged an administrative penalty of \$50. No penalty may be imposed until
3.22 the individual has received notice, served personally or by mail, of the alleged violation
3.23 and an opportunity for a hearing before a person authorized by the licensing authority to
3.24 conduct the hearing. A decision that a violation has occurred must be in writing.

3.25 Sec. 6. Minnesota Statutes 2018, section 461.12, subdivision 4, is amended to read:

3.26 Subd. 4. ~~Minors~~ **Alternative penalties for use of false identification; persons under**
3.27 **age 21.** The licensing authority shall consult with interested persons, as applicable, including
3.28 but not limited to educators, parents, ~~children~~ guardians, persons under the age of 21 years,
3.29 and representatives of the court system to develop alternative penalties for ~~minors~~ persons
3.30 under the age of 21 years who purchase, ~~possess, and consume~~ or attempt to purchase,
3.31 tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery
3.32 products using a driver's license, permit, Minnesota identification card, or any other type
3.33 of false identification to misrepresent the person's age, in violation of section 609.685 or

4.1 609.6855. The licensing authority and the interested persons shall consider a variety of
 4.2 alternative civil options penalties, including, but not limited to, tobacco-free tobacco-free
 4.3 education; tobacco-cessation programs; notice to schools; and parents, or guardians;
 4.4 community service; and other court diversion programs. Alternative civil penalties developed
 4.5 under this subdivision shall not include fines or monetary penalties.

4.6 Sec. 7. Minnesota Statutes 2018, section 461.12, subdivision 5, is amended to read:

4.7 Subd. 5. **Compliance checks.** (a) A licensing authority shall conduct unannounced
 4.8 compliance checks at least once each calendar year at each location where tobacco,
 4.9 tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products
 4.10 are sold to test compliance with sections 609.685 and 609.6855. Compliance checks
 4.11 conducted under this subdivision must involve minors persons over the age of 15 at least
 4.12 17 years of age, but under the age of 18 21, who, with the prior written consent of a parent
 4.13 or guardian if the person is under the age of 18, attempt to purchase tobacco, tobacco-related
 4.14 devices, electronic delivery devices, or nicotine or lobelia delivery products under the direct
 4.15 supervision of a law enforcement officer or an employee of the licensing authority. The age
 4.16 requirements for persons participating in compliance checks under this subdivision shall
 4.17 not affect the age requirements in federal law for persons participating in federally required
 4.18 compliance checks of these locations.

4.19 (b) By January 15 of each year, a licensing authority must report the following
 4.20 information to the commissioner of human services:

4.21 (1) the total number of current licensees overseen by the licensing authority and the total
 4.22 number of compliance checks performed by the licensing authority in the preceding calendar
 4.23 year as required under paragraph (a); and

4.24 (2) the following information for each violation found in a retail compliance check
 4.25 required under paragraph (a) that was performed by the licensing authority in the preceding
 4.26 calendar year:

4.27 (i) the name of the licensing authority;

4.28 (ii) the date of the compliance check at which the violations were found;

4.29 (iii) the name and physical address of the licensee; and

4.30 (iv) the number of violations of sections 609.685 and 609.6855 by that licensee in the
 4.31 past 36 months.

5.1 The licensing authority may also report to the commissioner, a list of the products purchased
 5.2 during the compliance check and the penalty assessed on the licensee by the licensing
 5.3 authority. The commissioner shall compile all reports received from licensing authorities,
 5.4 make publicly available the information reported to the commissioner under this paragraph
 5.5 for the most recent five-year period, make publicly available the most recent list of licensees
 5.6 provided to the commissioner under subdivision 8, paragraph (b), and update the publicly
 5.7 available information at least annually.

5.8 Sec. 8. Minnesota Statutes 2018, section 461.12, subdivision 6, is amended to read:

5.9 Subd. 6. **Defense.** It is an affirmative defense to the charge of selling tobacco,
 5.10 tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products
 5.11 to a person under the age of ~~18~~ 21 years in violation of subdivision 2 or 3 that the licensee
 5.12 or individual making the sale relied in good faith upon proof of age as described in section
 5.13 340A.503, subdivision 6.

5.14 Sec. 9. Minnesota Statutes 2018, section 461.12, subdivision 8, is amended to read:

5.15 Subd. 8. **Notice to commissioner; information shared with commissioner of human**
 5.16 **services.** (a) The licensing authority under this section shall, within 30 days of the issuance
 5.17 of a license, inform the commissioner of revenue of the licensee's name, address, trade
 5.18 name, and the effective and expiration dates of the license. The commissioner of revenue
 5.19 must also be informed of a license renewal, transfer, cancellation, suspension, or revocation
 5.20 during the license period.

5.21 (b) The commissioner of revenue shall, by January 15 of each year, provide the
 5.22 commissioner of human services with a list of current licensees and shall provide the
 5.23 following information for each licensee: name, address, trade name, and effective date and
 5.24 expiration date of the license.

5.25 Sec. 10. Minnesota Statutes 2018, section 461.18, is amended to read:

5.26 **461.18 BAN ON SELF-SERVICE SALE OF PACKS SALES; EXCEPTIONS.**

5.27 Subdivision 1. **Except in ~~adult-only~~ facilities for persons 21 years of age and older.** (a)
 5.28 No person shall offer for sale tobacco or tobacco-related devices, or electronic delivery
 5.29 devices as defined in section 609.685, subdivision 1, or nicotine or lobelia delivery products
 5.30 as described in section 609.6855, in open displays which are accessible to the public without
 5.31 the intervention of a store employee.

5.32 ~~(b) [Expired August 28, 1997]~~

6.1 (e) ~~[Expired]~~

6.2 ~~(d)~~ (b) This subdivision shall not apply to retail stores ~~which~~ that have an entrance door
6.3 opening directly to the outside and that derive at least 90 percent of their gross revenue from
6.4 the sale of tobacco and, tobacco-related devices, and electronic delivery devices as defined
6.5 in section 609.685, subdivision 1, and where the retailer ensures that no person younger
6.6 than 18 years of age under the age of 21 years is present, or permitted to enter, at any time.

6.7 Subd. 2. **Vending machine sales prohibited.** No person shall sell tobacco products,
6.8 electronic delivery devices, or nicotine or lobelia delivery products from vending machines.
6.9 This subdivision does not apply to vending machines in facilities that cannot be entered at
6.10 any time by persons ~~younger than 18~~ under the age of 21 years of age.

6.11 Subd. 3. **Federal regulations for cartons, multipacks.** Code of Federal Regulations,
6.12 title 21, part ~~897.16(e)~~ 1140.16(c), as amended from time to time, is incorporated by reference
6.13 with respect to cartons and other multipack units.

6.14 Sec. 11. **[461.22] AGE VERIFICATION AND SIGNAGE REQUIRED.**

6.15 Subdivision 1. **Signage.** At each location where tobacco, tobacco-related devices,
6.16 electronic delivery devices, or nicotine or lobelia delivery products are sold, the licensee
6.17 shall display a sign in plain view to provide public notice that selling any of these products
6.18 to any person under the age of 21 is illegal and subject to penalties. The notice shall be
6.19 placed in a conspicuous location in the licensed establishment and shall be readily visible
6.20 to any person who is purchasing or attempting to purchase these products. The sign shall
6.21 provide notice that all persons responsible for selling these products must verify, by means
6.22 of photographic identification containing the bearer's date of birth, the age of any person
6.23 under 30 years of age.

6.24 Subd. 2. **Age verification.** At each location where tobacco, tobacco-related devices,
6.25 electronic delivery devices, or nicotine or lobelia delivery products are sold, the licensee
6.26 shall verify, by means of government-issued photographic identification containing the
6.27 bearer's date of birth, that the purchaser or person attempting to make the purchase is at
6.28 least 21 years of age. Verification is not required if the purchaser or person attempting to
6.29 make the purchase is 30 years of age or older. It shall not constitute a defense to a violation
6.30 of this subdivision that the person appeared to be 30 years of age or older.

7.1 Sec. 12. Minnesota Statutes 2018, section 609.685, is amended to read:

7.2 **609.685 SALE OF TOBACCO TO ~~CHILDREN~~ PERSONS UNDER AGE 21.**

7.3 Subdivision 1. **Definitions.** For the purposes of this section, the following terms shall
7.4 have the meanings respectively ascribed to them in this section.

7.5 (a) "Tobacco" means cigarettes and any product containing, made, or derived from
7.6 tobacco that is intended for human consumption, whether chewed, smoked, absorbed,
7.7 dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component,
7.8 part, or accessory of a tobacco product including but not limited to cigars; cheroots; stogies;
7.9 perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff;
7.10 snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts;
7.11 refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of
7.12 tobacco. Tobacco excludes any ~~tobacco product that has been approved by the United States~~
7.13 ~~Food and Drug Administration for sale as a tobacco cessation product, as a~~
7.14 ~~tobacco-dependence product, or for other medical purposes, and is being marketed and sold~~
7.15 ~~solely for such an approved purpose.~~ drugs, devices, or combination products, as those terms
7.16 are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the
7.17 United States Food and Drug Administration.

7.18 (b) "Tobacco-related devices" means cigarette papers or pipes for smoking or other
7.19 devices intentionally designed or intended to be used in a manner which enables the chewing,
7.20 sniffing, smoking, or inhalation of ~~vapers~~ aerosol or vapor of tobacco or tobacco products.
7.21 Tobacco-related devices include components of tobacco-related devices which may be
7.22 marketed or sold separately.

7.23 (c) "Electronic delivery device" means any product containing or delivering nicotine,
7.24 lobelia, or any other substance, whether natural or synthetic, intended for human consumption
7.25 ~~that can be used by a person to simulate smoking in the delivery of nicotine or any other~~
7.26 ~~substance~~ through inhalation of aerosol or vapor from the product. Electronic delivery
7.27 devices includes but is not limited to devices manufactured, marketed, or sold as electronic
7.28 cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any
7.29 other product name or descriptor. Electronic delivery device includes any component part
7.30 of a product, whether or not marketed or sold separately. Electronic delivery device ~~does~~
7.31 ~~not include any product that has been approved or certified by the United States Food and~~
7.32 ~~Drug Administration for sale as a tobacco cessation product, as a tobacco-dependence~~
7.33 ~~product, or for other medical purposes, and is marketed and sold for such an approved~~
7.34 ~~purpose.~~ excludes drugs, devices, or combination products, as those terms are defined in

8.1 the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States
8.2 Food and Drug Administration.

8.3 Subd. 1a. **Penalty to sell or furnish.** (a) ~~Whoever~~ Any person 21 years of age or older
8.4 who sells, gives, or otherwise furnishes tobacco, tobacco-related devices, or electronic
8.5 delivery devices to a person under the age of ~~18~~ 21 years is guilty of a petty misdemeanor
8.6 for the first violation. Whoever violates this subdivision a subsequent time within five years
8.7 of a previous conviction under this subdivision is guilty of a ~~gross~~ misdemeanor.

8.8 (b) It is an affirmative defense to a charge under this subdivision if the defendant proves
8.9 by a preponderance of the evidence that the defendant reasonably and in good faith relied
8.10 on proof of age as described in section 340A.503, subdivision 6.

8.11 Subd. 2. ~~Other offenses~~ **Use of false identification.** (a) ~~Whoever furnishes tobacco,~~
8.12 ~~tobacco-related devices, or electronic delivery devices to a person under the age of 18 years~~
8.13 ~~is guilty of a misdemeanor for the first violation. Whoever violates this paragraph a~~
8.14 ~~subsequent time is guilty of a gross misdemeanor.~~

8.15 (b) A person under the age of ~~18~~ 21 years who purchases or attempts to purchase tobacco,
8.16 tobacco-related devices, or electronic delivery devices and who uses a driver's license,
8.17 permit, Minnesota identification card, or any type of false identification to misrepresent the
8.18 person's age, ~~is guilty of a misdemeanor~~ shall only be subject to an alternative civil penalty,
8.19 in accordance with subdivision 2a.

8.20 Subd. 2a. **Alternative penalties.** Law enforcement and court system representatives
8.21 shall consult, as applicable, with interested persons, including but not limited to parents,
8.22 guardians, educators, and persons under the age of 21 years, to develop alternative civil
8.23 penalties for persons under the age of 21 years who violate this section. Consulting
8.24 participants shall consider a variety of alternative civil penalties including but not limited
8.25 to tobacco-free education programs, community service, court diversion programs, and
8.26 tobacco cessation programs, and for persons under the age of 18 years, notice to schools
8.27 and to parents or guardians. Alternative civil penalties developed under this subdivision
8.28 shall not include fines or monetary penalties.

8.29 Subd. 3. ~~Petty misdemeanor.~~ ~~Except as otherwise provided in subdivision 2, whoever~~
8.30 ~~possesses, smokes, chews, or otherwise ingests, purchases, or attempts to purchase tobacco,~~
8.31 ~~tobacco-related devices, or electronic delivery devices and is under the age of 18 years is~~
8.32 ~~guilty of a petty misdemeanor.~~

9.1 Subd. 4. **Effect on local ordinances.** Nothing in subdivisions 1 to ~~3~~ 2a shall supersede
 9.2 or preclude the continuation or adoption of any local ordinance which provides for more
 9.3 stringent regulation of the subject matter in subdivisions 1 to ~~3~~ 2a.

9.4 Subd. 5. **Exceptions.** (a) Notwithstanding subdivision ~~2~~ 1a, an Indian may furnish
 9.5 tobacco to an Indian under the age of ~~18~~ 21 years if the tobacco is furnished as part of a
 9.6 traditional Indian spiritual or cultural ceremony. For purposes of this paragraph, an Indian
 9.7 is a person who is a member of an Indian tribe as defined in section 260.755, subdivision
 9.8 12.

9.9 (b) The penalties in this section do not apply to a person under the age of ~~18~~ 21 years
 9.10 who purchases or attempts to purchase tobacco, tobacco-related devices, or electronic
 9.11 delivery devices while under the direct supervision of a responsible adult for training,
 9.12 education, research, or enforcement purposes.

9.13 Subd. 6. **Seizure of false identification.** A ~~retailer~~ licensee may seize a form of
 9.14 identification listed in section 340A.503, subdivision 6, if the ~~retailer~~ licensee has reasonable
 9.15 grounds to believe that the form of identification has been altered or falsified or is being
 9.16 used to violate any law. A ~~retailer~~ licensee that seizes a form of identification as authorized
 9.17 under this subdivision shall deliver it to a law enforcement agency within 24 hours of seizing
 9.18 it.

9.19 Sec. 13. Minnesota Statutes 2018, section 609.6855, is amended to read:

9.20 **609.6855 SALE OF NICOTINE DELIVERY PRODUCTS TO ~~CHILDREN~~**
 9.21 **PERSONS UNDER AGE 21.**

9.22 Subdivision 1. **Penalty to sell or furnish.** (a) ~~Whoever~~ Any person 21 years of age or
 9.23 older who sells, gives, or otherwise furnishes to a person under the age of ~~18~~ 21 years a
 9.24 product containing or delivering nicotine or lobelia, whether natural or synthetic, intended
 9.25 for human consumption, or any part of such a product, that is not tobacco or an electronic
 9.26 delivery device as defined by section 609.685, is guilty of a petty misdemeanor for the first
 9.27 violation. Whoever violates this subdivision a subsequent time within five years of a previous
 9.28 conviction under this subdivision is guilty of a ~~gross~~ misdemeanor.

9.29 (b) It is an affirmative defense to a charge under this subdivision if the defendant proves
 9.30 by a preponderance of the evidence that the defendant reasonably and in good faith relied
 9.31 on proof of age as described in section 340A.503, subdivision 6.

9.32 (c) Notwithstanding paragraph (a), a product containing or delivering nicotine or lobelia
 9.33 intended for human consumption, whether natural or synthetic, or any part of such a product,

10.1 that is not tobacco or an electronic delivery device as defined by section 609.685, may be
10.2 sold to persons under the age of ~~18~~ 21 if the product ~~has been approved or otherwise certified~~
10.3 ~~for legal sale by the United States Food and Drug Administration for tobacco use cessation,~~
10.4 ~~harm reduction, or for other medical purposes, and is being marketed and sold solely for~~
10.5 ~~that approved purpose~~ is a drug, device, or combination product, as those terms are defined
10.6 in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United
10.7 States Food and Drug Administration.

10.8 Subd. 2. ~~Other offense~~ Use of false identification. A person under the age of ~~18~~ 21
10.9 years who purchases or attempts to purchase a product containing or delivering nicotine or
10.10 lobelia intended for human consumption, or any part of such a product, that is not tobacco
10.11 or an electronic delivery device as defined by section 609.685, and who uses a driver's
10.12 license, permit, Minnesota identification card, or any type of false identification to
10.13 misrepresent the person's age, ~~is guilty of a misdemeanor~~ shall only be subject to an
10.14 alternative civil penalty in accordance with subdivision 3. No penalty shall apply to a person
10.15 under the age of 21 years who purchases or attempts to purchase these products while under
10.16 the direct supervision of a responsible adult for training, education, research, or enforcement
10.17 purposes.

10.18 Subd. 3. ~~Petty misdemeanor~~ Alternative penalties. ~~Except as otherwise provided in~~
10.19 ~~subdivisions 1 and 2, whoever is under the age of 18 years and possesses, purchases, or~~
10.20 ~~attempts to purchase a product containing or delivering nicotine or lobelia intended for~~
10.21 ~~human consumption, or any part of such a product, that is not tobacco or an electronic~~
10.22 ~~delivery device as defined by section 609.685, is guilty of a petty misdemeanor. Law~~
10.23 enforcement and court system representatives shall consult, as applicable, with interested
10.24 persons, including but not limited to parents, guardians, educators, and persons under the
10.25 age of 21 years, to develop alternative civil penalties for persons under the age of 21 years
10.26 who violate this section. Consulting participants shall consider a variety of alternative civil
10.27 penalties including but not limited to tobacco-free education programs, community service,
10.28 court diversion programs, and tobacco cessation programs, and for persons under the age
10.29 of 18 years, notice to schools and to parents or guardians. Alternative civil penalties
10.30 developed under this subdivision shall not include fines or monetary penalties.

LePage and Sons and Waste Management were least expensive on yard waste and both would offer free Christmas tree pickup to their customers.

Based upon the RFP responses it appears the residential/commercial licenses should be granted to Waste Management and LePage & Sons. The commercial only license would then be granted to Ace Sanitation.

You will note that Waste Management put in two proposals – one for a multi-hauler license and one for a single source license. The least expensive rates for both residential and commercial were the rates quoted by Waste Management for their single hauler scenario.

Council will need to determine how many licenses they desire to issue and to which providers you will license based upon the RFP responses. The ordinance amendment allows you to issue up to two licenses for residential/commercial and one commercial only.

If Ace Sanitation is picked for either residential and commercial, the contract will need to be more detailed on their rate structure because they provided a sliding scale on all of their pricing. I called Rick Nelson to confirm the pricing for the commercial sample bill and simply used the lowest price quoted by Ace for the residential sample bill.

City of Cambridge Request for Proposals for Garbage, Refuse, Recycling, and Yard Waste Services January 1, 2020 to December 31, 2024

The City of Cambridge is seeking proposals for the collection and disposal of garbage, refuse, recycling, and yard waste. Pursuant to City Code, no hauler shall collect refuse within the city without a license from the City Council.

Please complete the response form below and return it by 10:00 am on May 13, 2019 to:

Lynda Woulfe, City of Cambridge
300 3rd Avenue NE
Cambridge, MN 55008

Request for Proposal Response Form

Proposed monthly rates for garbage/refuse collection from January 1, 2010 through December 31, 2024. A month is defined as the 1st through the 30/31st of each month. Rates quoted in the RFP can only be increased through City Council approval.

Hauler shall provide to the City a written breakdown of the fee requested clearly showing the portion allocated to the "dumping fee" and the portion of the fee for collection and service. Garbage/refuse collected must be taken to the East Central Solid Waste landfill as required by Isanti County ordinance.

Garbage/Refuse Residential	Garbage/Refuse Commercial
32 gallon can	2 cubic yard dumpster/weekly
Collection Fee: \$_____	Collection Fee: \$_____
Dumping Fee: \$_____	Dumping Fee: \$_____
Total Fee: \$14.00/month_____	Total Fee: \$80.81/ month_____
Includes cost for Recycling	
64-72 gallon can	4 cubic yard dumpster/weekly
Collection Fee: \$_____	Collection Fee: \$_____
Dumping Fee: \$_____	Dumping Fee: \$_____
Total Fee: \$16.00/month_____	Total Fee: \$104.65/ month_____
Includes cost for Recycling	
96 gallon can	6 cubic yard dumpster/weekly

Collection Fee: \$ _____	Collection Fee: \$ _____
Dumping Fee: \$ _____	Dumping Fee: \$ _____
Total Fee: \$18.00/ month _____ Includes cost for Recycling	Total Fee: \$128.72/ month _____
Other sizes? Define size and charges below.	Other sizes? Define size and charges below. 8 cubic yard dumpster / weekly \$152.35/ month
Scheduled pick up day? <i>All residential accounts must be picked up on the same day. Thursday is the preferred day of the week.</i>	Schedule pick up day(s)? Wednesday?
Weekly Curb Side Recycling Collection	
Residential	Commercial
Collection Fee: \$ _____	Collection Fee: \$ _____
Dumping Fee: \$ _____	Dumping Fee: \$ _____
Total Fee: _____ Included in garbage price	Total Fee: \$75.18/ month / 2 cubic yard
Recycling pickup must occur on the same day as residential garbage service.	For commercial accounts, recycling pickup more than once per week is necessary. Would you charge for the additional pickups? If yes, state charges below. Yes, Prices vary based on size of container and frequency.
Where do you take the collected recycling materials (what Materials Recycling Facility - MRF)?	Name of Facility: Eureka Recycling__ Address: 2828 Kennedy St. NE _____ Mlps, MN 55413 _____ Phone: 612-669-2783 _____

Yard Waste Collection

Yard waste is defined as grass clippings, leaves, tree trimmings, and other plant material.

Residential	Commercial
Collection Fee: \$ _____	Collection Fee: \$ _____
Dumping Fee: \$ _____	Dumping Fee: \$ _____
Total Fee: \$99.00 / Year _____ Roughly April 1 to last week in November.	Total Fee: \$ _____ N / A
What size cart would you provide for yard waste? 96 gallon cart	How frequently would you schedule yard waste pickup? <input checked="" type="checkbox"/> Weekly? <input type="checkbox"/> Bi-Monthly (twice per month) <input type="checkbox"/> Monthly?
Where would you dispose of yard waste? Facility Name: <u>K & W Farms</u> Phone: 763-370-4359 _____	Will you require items to be bagged or unbagged? Unbagged in container, Only PAPER BAGS outside Container. NO PLASIC BAGS. What size tree trimmings will you take? 1" or smaller

Christmas Tree Disposal

Will you schedule a free Christmas tree disposal pickup in January of each contract year?

Yes No

Billing Practices – Service Discontinuation

**When will your company discontinue service for non-payment? (e.g. two months past due)
60 days after invoicing**

Will you charge to re-establish service?

Yes No

If yes, specify charge: _____

Will you charge a late fee penalty? If yes, what is the penalty (e.g. flat fee or percentage of bill)

If yes, specify charge: _____ No _____

Other Charges?

Are there any other charges you propose to add? (e.g. fuel service charge, can exchange, etc.)?

Please note that unless prices/charges are specified in this Request for Proposal they will not be included in the license contract and will not be a permissible customer charge. Instituting new charges or changing prices without prior City Council approval will result in termination of the license.

Please specify amount and nature of proposed additional charges:

Yard waste- \$ 0.50 per bag up 10 bags per week for yard waste customers only

8% Fuel Charge (currently, could change due to market. Pricing based on \$2.00/gallon)

Recycling carts- upsize for \$1.00 more a month

Would you entertain a pickup for senior citizens that is only two times per month at a reduced rate?

X Yes No If yes, what is your proposed rate: \$12.00 / month / 35 gal MSW & 35 gal recycle

I understand that by responding to this RFP, as a hauler our company will be required to:

Requirement	Initial Here
The City has the right to issue a license at its sole discretion and will only license a maximum of three companies. Of those three haulers only two will be licensed for residential collection. The City is not obligated to issue all three licenses.	RW
Empty all City owned trash cans in the downtown district at least once per week at no cost to the City. A downtown district map will be provided to the license holder.	RW
Provide a certificate of insurance for workers compensation insurance demonstrating their employees are covered for workers compensation	RW
Pick up residential trash on the same day as other licensed haulers (Thursday is the preferred day)	RW
Pick up residential recycling on the same day as other licensed haulers (Thursday is the preferred day)	RW
Before the license shall be issued, the licensee shall agree to hold the city harmless and shall agree to defend and indemnify the city and the city's employees and agents, for any claims, damages, losses, and expenses related to the work under the license.	RW
The city shall be named as an additional insured for the services provided under the license. The licensee's contract of insurance shall be the primary insurance for the city and the license or insurance company shall provide a certificate of insurance which verifies the existence of the insurance required, including provisions to hold the city harmless and defend and indemnify the city, The insurance shall provide coverage up to \$500,000 per claimant and \$1,500,000 for any number of claims in a single occurrence. Each policy shall expressly provide the city be given ten days notice of any termination of cancellation of the coverage.	RW

I understand that if I fail to provide the required insurance, the City's has the right to terminate the license.	RW
I understand that if a charge is not included within my proposal response, our company will not be able to charge it.	RW
I understand that the prices quoted in my response cannot change without PRIOR City Council approval.	RW

What charitable activities does your company engage in with the communities you are licensed by?

<u>Haven for Hero's, Anoka Mn</u>
<u>Pink can option for Breast Cancer, Mercy Hospital, Coon Rapids MN</u>
<u>City Clean up days at our site- Isanti, Bethel and St.Francis</u>
<u>Troop 92 Boy scouts, Becker MN</u>

Would your company provide free garbage/refuse/recycling collection for community wide events such as the Cambridge Customer Appreciation Event and Cambridge Day Out? Yes No

Company Name: LePage and Sons, Inc.	Contact Name: Ric Williams
Business Address: 23602 University Ave NW Bethel, MN 55005	
Phone: 763-757-7100	Email: ric@lepageandsons.com

By signing this proposal, you indicate you have the right to bind your company to the terms you outlined in the proposal.

Signature: 

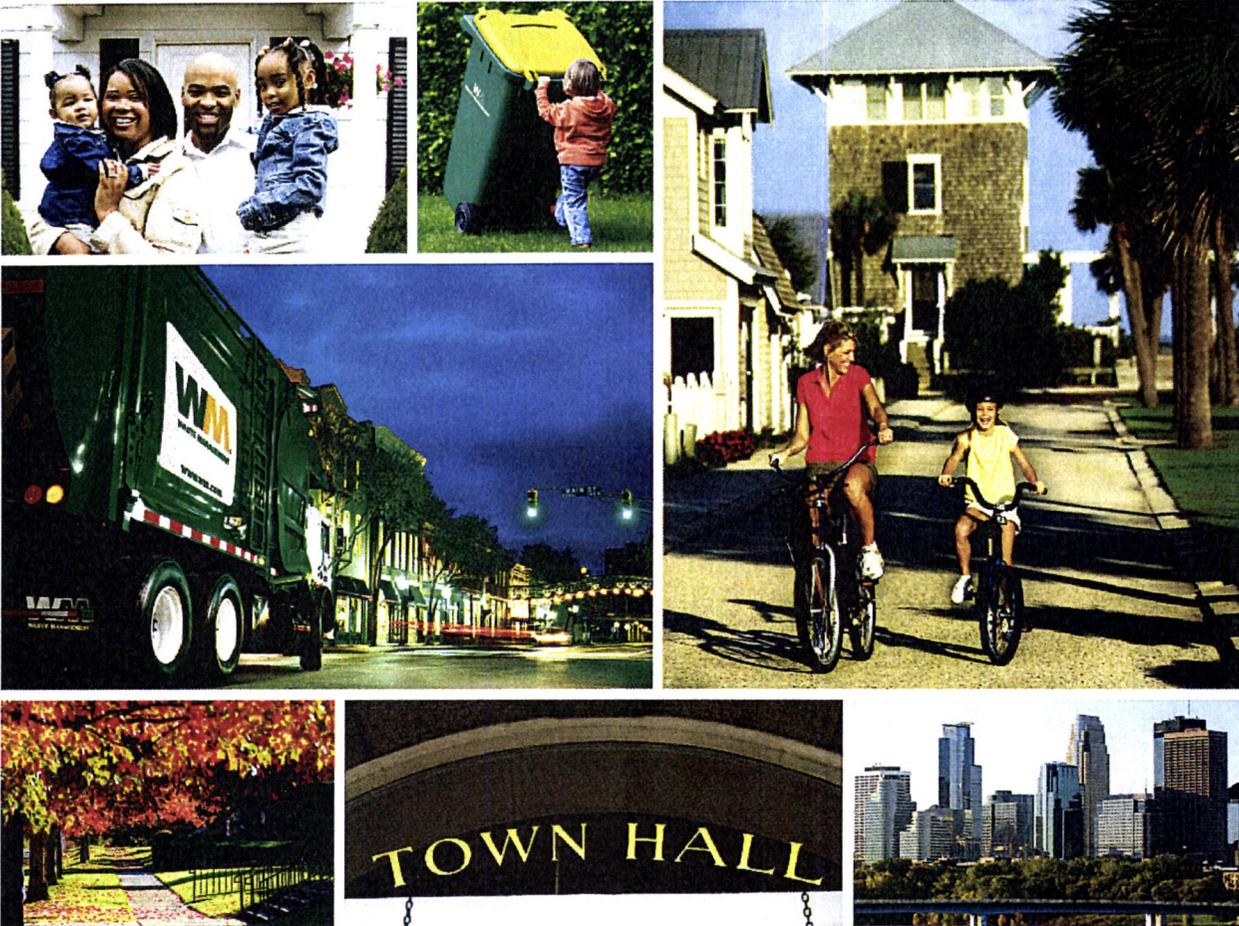
Date: 5/10/2019

Return by 10:00 am on May 13, 2019. Late responses will not be considered. The City reserves the right to awards licenses in the best interest of the City in order to preserve its goals of:

- limiting the wear and tear on City streets and reducing noise
- having a clean environment
- the best rates and service for refuse/recycling/yard waste collection

The City will also consider which hauler or haulers will, in the City's discretion, provide the best services to the City and its residents, taking into consideration all elements of the RFP and proposals received.

PUBLIC SECTOR SOLUTIONS



Community and environmental stewardship at its best.

Proposal for Multi-License Garbage, Refuse, Recycling, and Yard Waste Services for the City of Cambridge, MN

Prepared for: City Staff & Council Members

Prepared by: Diana Siebels & Steve Boe

218-206-1712 507-402-1343



THINK GREEN®

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May 13, 2019

City of Cambridge
City Staff and Council Members
300 3rd Avenue Ne
Cambridge, MN 55008

Proposal for Multi-License Garbage, Refuse, Recycling, and Yard Waste Services

Dear City Staff and Council Members:

Waste Management is pleased to submit this proposal for the garbage, refuse, recycling, and yard waste needs of the City of Cambridge. Waste Management is committed to providing outstanding and cost-effective services to the City and its residents. We continue to be the leader in safety and environmental performance, in your community, the state of Minnesota, and nationwide.

As you know, we currently provide service to residential, industrial, retail, and commercial accounts, in yours and the surrounding areas; and believe we have done so in a courteous and professional manner. We appreciate the opportunity to demonstrate our willingness and ability to provide the same high level of service to the residences and businesses in the City of Cambridge.

Community partnerships are important to Waste Management. We will continue to work shoulder-to-shoulder with your community to understand its needs, customize municipal programs, and build in cost efficiencies. You can rely on us for high-quality solutions to protect your residents, comply with increasingly complex government regulations and benefit local businesses and non-profit organizations. We can be your environmental services partner, offering a comprehensive suite of services.

The offerings and services requested by Cambridge and detailed in this proposal are available through Waste Management, the nation's leading environmental performance company. The process used to create this response has entailed much more than putting words on paper—Waste Management has taken an active interest in understanding the unique circumstances associated with servicing your community.

We are very excited about this opportunity and look forward to continuing a beneficial, long-term working relationship with the City of Cambridge, its residents, and businesses. If there are any questions or items requiring clarification, please do not hesitate to contact Diana Siebels at (218) 206-1712, or Steve Boe (507) 402-1343.

Respectfully Submitted,



Diana Siebels
Public Sector Services
Waste Management of Minnesota, Inc.



300 Third Avenue NE (763) 689-3211
 Cambridge, MN 55008 (763) 689-6801 FAX
 www.ci.cambridge.mn.us

**City of Cambridge Request for Proposals for Garbage, Refuse,
 Recycling, and Yard Waste Services
 January 1, 2020 to December 31, 2024**

The City of Cambridge is seeking proposals for the collection and disposal of garbage, refuse, recycling, and yard waste. Pursuant to City Code, no hauler shall collect refuse within the city without a license from the City Council.

Please complete the response form below and return it by 10:00 am on May 13, 2019 to:

Lynda Woulfe, City of Cambridge
 300 3rd Avenue NE
 Cambridge, MN 55008

Request for Proposal Response Form	
<p>Proposed monthly rates for garbage/refuse collection from January 1, 2010 through December 31, 2024. A month is defined as the 1st through the 30/31st of each month. Rates quoted in the RFP can only be increased through City Council approval.</p> <p>Hauler shall provide to the City a written breakdown of the fee requested clearly showing the portion allocated to the "dumping fee" and the portion of the fee for collection and service. Garbage/refuse collected must be taken to the East Central Solid Waste landfill as required by Isanti County ordinance.</p>	
Garbage/Refuse Residential	Garbage/Refuse Commercial
<p align="center">35 – 37 gallon can See Residential Pricing Page for rate compilation.</p> <p>Collection Fee: \$ <u>5.29/month</u></p> <p>Dumping Fee: \$ <u>2.90/month</u></p> <p>Total Fee: \$ <u>8.19/month</u> Plus MN Solid Waste Tax</p>	<p align="center">2 cubic yard dumpster See Commercial Pricing Page for rate compilation.</p> <p>Collection Fee: \$ <u>34.16/month, weekly service</u></p> <p>Dumping Fee: \$ <u>17.84/month, weekly service</u></p> <p>Total Fee: \$ <u>52.00/month, weekly service</u> Plus MN Solid Waste Tax</p>
<p align="center">64-72 gallon can See Residential Pricing Page for rate compilation.</p> <p>Collection Fee: \$ <u>9.55/month</u></p> <p>Dumping Fee: \$ <u>3.40/month</u></p> <p>Total Fee: \$ <u>12.95/month</u> Plus MN Solid Waste Tax</p>	<p align="center">4 cubic yard dumpster See Commercial Pricing Page for rate compilation.</p> <p>Collection Fee: \$ <u>34.32/month, weekly service</u></p> <p>Dumping Fee: \$ <u>35.68/month, weekly service</u></p> <p>Total Fee: \$ <u>70.00/month, weekly service</u> Plus MN Solid Waste Tax</p>

Yard Waste Collection

Yard waste is defined as grass clippings, leaves, tree trimmings, and other plant material.

Residential	Commercial
See Residential Pricing Page for rate compilation.	See Commercial Pricing Page for rate compilation.
Collection Fee: \$ <u>37.44/year</u>	Collection Fee: \$ <u>37.44/year</u>
Dumping Fee: \$ <u>8.16/year</u>	Dumping Fee: \$ <u>8.16/year</u>
Total Fee: \$ <u>45.60/year</u>	Total Fee: \$ <u>45.60/year</u>
No taxes on Yard Waste	No taxes on Yard Waste

<p>What size cart would you provide for yard waste?</p> <p>WM provided 96-gallon carts for yard waste service. Yard waste is grass clippings and leaves only. Max 3 carts per subscribed household. Annual subscription billed in 12 monthly payments of \$3.80/month. Yard waste service provided for approximately 31 weeks per year (seasonal availability).</p>	<p>How frequently would you schedule yard waste pickup?</p> <p><input checked="" type="checkbox"/> Weekly? <input type="checkbox"/> Bi-Monthly (twice per month) <input type="checkbox"/> Monthly?</p> <p style="text-align: center;">Same details apply from the residential specifications.</p>
--	--

<p>Where would you dispose of yard waste?</p> <p>Facility Name: <u>Dew Fresh Produce</u></p> <p>Phone: <u>763-689-2282</u></p>	<p>Will you require items to be bagged or unbagged?</p> <p style="text-align: center;">Unbagged</p> <p>What size tree trimmings will you take?</p> <p style="text-align: center;">No tree trimmings; disposal limitations</p>
---	---

Christmas Tree Disposal

Will you schedule a free Christmas tree disposal pickup in January of each contract year?

Yes No Yes, for residents subscribed to WM curbside services.

Billing Practices – Service Discontinuation

When will your company discontinue service for non-payment? (e.g. two months past due)

Yes. Service suspension occurs 45-60 days after non-payment depending on account history. Service cancellation occurs after 90 days of non-payment.

<p>Will you charge to re-establish service?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, specify charge: _____</p> <p>If service suspended for non-payment: <u>\$50.00</u></p> <p>If service is canceled for non-payment: <u>\$65.00</u></p>	<p>Will you charge a late fee penalty? If yes, what is the penalty (e.g. flat fee or percentage of bill)</p> <p style="text-align: center;">Yes, finance charges would apply.</p> <p>If yes, specify charge: <u>\$5.00 or 2.5% of the outstanding balance</u> (whichever is greater). Finance charge is applied to a customer's invoice for a past due balance of 30 days or more.</p>
---	--

Other Charges?

Are there any other charges you propose to add? (e.g. fuel service charge, can exchange, etc.)?

Please note that unless prices/charges are specified in this Request for Proposal they will not be included in the license contract and will not be a permissible customer charge. Instituting new charges or changing prices without prior City Council approval will result in termination of the license.

Please specify amount and nature of proposed additional charges:

Residential refuse coverage: \$5.00/bag
 Commercial refuse or recycling coverage (Snapshot): \$25.00 per occurrence per dumpster
 Commercial recycling contamination: \$11.00 per container yard
 Changes in Law: WM to pass through and collect additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials. (E.G. MN changes the solid waste tax to a different percentage.)
 Administration Fee: \$5.00 invoice fee for mailed paper billing *per month*

Would you entertain a pickup for senior citizens that is only two times per month at a reduced rate?
 Yes No If yes, what is your proposed rate: Not available at this time; 32 gal service option available.

I understand that by responding to this RFP, as a hauler our company will be required to:

Requirement	Initial Here
The City has the right to issue a license at its sole discretion and will only license a maximum of three companies. Of those three haulers only two will be licensed for residential collection. The City is not obligated to issue all three licenses.	DS
Empty all City owned trash cans in the downtown district at least once per week at no cost to the City. A downtown district map will be provided to the license holder.	DS
Provide a certificate of insurance for workers compensation insurance demonstrating their employees are covered for workers compensation	DS
Pick up residential trash on the same day as other licensed haulers (Thursday is the preferred day)	DS
Pick up residential recycling on the same day as other licensed haulers (Thursday is the preferred day)	DS
Before the license shall be issued, the licensee shall agree to hold the city harmless and shall agree to defend and indemnify the city and the city's employees and agents, for any claims, damages, losses, and expenses related to the work under the license.	DS
The city shall be named as an additional insured for the services provided under the license. The licensee's contract of insurance shall be the primary insurance for the city and the license or insurance company shall provide a certificate of insurance which verifies the existence of the insurance required, including provisions to hold the city harmless and defend and indemnify the city, The insurance shall provide coverage up to \$500,000 per claimant and \$1,500,000 for any number of claims in a single occurrence.	DS

Each policy shall expressly provide the city be given ten days notice of any termination of cancellation of the coverage.	DS
I understand that if I fail to provide the required insurance, the City's has the right to terminate the license.	DS
I understand that if a charge is not included within my proposal response, our company will not be able to charge it.	DS
I understand that the prices quoted in my response cannot change without PRIOR City Council approval.	DS

What charitable activities does your company engage in with the communities you are licensed by?

Cambridge Specific Impacts; See Community Engagement Page for some local area highlights.

Family Pathways Donations: Part of the donation is directed towards the Family Pathways food shelf.	
Discounted services for churches, schools and local non-profits.	
Discounted services for City or disaster relief cleanup projects.	
Cambridge Appreciation Day Service Donation.	Cambridge Day Out Service Donation.
Cambridge Athletic Fund Raisers.	Anoka Ramsey College Cambridge Campus Scholarship.
Taxes: \$132,000 per year.	Local real estate taxes and assessments.

Would your company provide free garbage/refuse/recycling collection for community wide events such as the Cambridge Customer Appreciation Event and Cambridge Day Out? Yes No

WM will provide discounted services/collection for community wide events if requested as the provider.

Company Name: Waste Management of Minnesota, Inc.	Contact Name: Diana Siebels
Business Address: 1505 11st Avenue NE, Cambridge, MN 55008	
Phone: 218-206-1712	Email: DSiebels@wm.com

By signing this proposal, you indicate you have the right to bind your company to the terms you outlined in the proposal.

Signature: *Diana Siebels*

Date: 3-10-2019

Return by 10:00 am on May 13, 2019. Late responses will not be considered. The City reserves the right to awards licenses in the best interest of the City in order to preserve its goals of:

- limiting the wear and tear on City streets and reducing noise
- having a clean environment
- the best rates and service for refuse/recycling/yard waste collection

The City will also consider which hauler or haulers will, in the City's discretion, provide the best services to the City and its residents, taking into consideration all elements of the RFP and proposals received.



2020-2024 City of Cambridge License

Residential Garbage/Refuse, Recycling, and Yard Waste Rates

Garbage/Refuse		Weekly Service
32	Gal	\$8.19/month
64	Gal	\$12.95/month
96	Gal	\$16.53/month
Overage	Bag	\$5.00/bag

Garbage/Refuse rates are subject to the MN Solid Waste Tax.

Recycling		Every Other Week
96	Gal	\$3.78/month

Yard Waste		Annual Subscription
96 Gal	Cart	\$45.60/year
Max 3 carts		
Annual subscription, billed monthly at \$3.80/month.		
Seasonal once per week service		

Monthly or Quarterly Billing Available.

All listed Minnesota Solid Waste Tax will display as a separate bill line item.

Residential refuse or recycling overage (Bags): \$5.00/bag.

Changes in Law: WM to pass through and collect additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials. (E.G. MN changes the solid waste tax to a different percentage.)

Waste Management of Minnesota, Inc. Cambridge, MN
 1505 11th Ave NE
 Cambridge, MN 55008



2020-2024 City of Cambridge License

Commercial Garbage/Refuse, Recycling, and Yard Waste Rates

Garbage/Refuse	Once per Month	Every Other Week	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week
2 Yd	\$12.00	\$26.00	\$52.00	\$104.00	\$155.00	\$207.00	\$258.00
4 Yd	\$17.00	\$35.00	\$70.00	\$140.00	\$209.00	\$279.00	\$349.00
6 Yd	\$21.00	\$44.00	\$88.00	\$176.00	\$264.00	\$352.00	\$439.00
8 Yd	\$25.00	\$54.00	\$106.00	\$212.00	\$318.00	\$424.00	\$530.00
Overage	\$25.00/occurrence/dumpster						

Garbage/Refuse rates are subject to the MN Solid Waste Tax

Recycling	Once per Month	Every Other Week	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week
2 Yd	\$17.00	\$37.00	\$74.00	\$147.00	\$221.00	\$294.00	\$368.00
4 Yd	\$21.00	\$45.00	\$90.00	\$179.00	\$268.00	\$357.00	\$446.00
6 Yd	\$25.00	\$53.00	\$105.00	\$210.00	\$315.00	\$419.00	\$524.00
8 Yd	\$28.00	\$61.00	\$121.00	\$241.00	\$361.00	\$482.00	\$602.00
Contamination	\$11.00/yard						
Overage	\$25.00/occurrence/dumpster						

Yard Waste	Annual Subscription
96 Gal Cart	\$45.60/year
Max 3 carts	
Annual subscription, billed monthly at \$3.80/month.	
Seasonal once per week service	

Monthly or Quarterly Billing Available.

All listed Minnesota Solid Waste Tax will display as a separate bill line item.

Commercial refuse or recycling overage (Snapshot): \$25.00 per occurrence per dumpster.

Commercial recycling contamination charge: \$11.00 per container yard.

Changes in Law: WM to pass through and collect additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials. (E.G. MN changes the solid waste tax to a different percentage.)

Waste Management of Minnesota, Inc. Cambridge, MN
 1505 11th Ave NE
 Cambridge, MN 55008

Community Engagement: Cambridge and the Immediate Area

Impacting Cambridge Specifically:

Family Pathways Donations: Part of the donation is directed towards the Family Pathways food shelf.

Discounted services for churches, schools and local non-profits.

Discounted services for City or disaster relief cleanup projects.

Cambridge Appreciation Day Service Donation

Cambridge Athletic Fund Raisers

Anoka Ramsey College Cambridge Campus Scholarship

Taxes: \$132,000 per year

Local real estate taxes and assessments

How we make a difference:

Organic Recycling for J. Rettenmaier USA: diverting approximately 154 tons of material from the landfill each year.

Yard waste/Compost in City is now carted. We also have a drop site for City residents for leaves and yard waste.

Free Christmas Tree pick up

Recycling Drop site for City residents as well as unlimited curbside carted service.

Employ local people who support our local businesses.

40 employees at site.

13 employees living in Cambridge.

69 Employees living within 20 miles of Cambridge

Area Contributions:

Braham Independent Schools Scholarship

North Branch Area Ice Arena Donation: supporting the construction of the future arena.

North Branch Concerts in the Park

Friends of the Rum (River Cleanup Project): service donation

Tough Mudder Event

Anderson & Koch Car Show: for the past 3 years.

Braham Pie Day Service Donations

Braham Appreciation Day Service Donations

Monetary donation to the Mora Area Youth Recreation Association

Pine Technical College Scholarships

East Central MN Pride Service Donations

Robinson Park Art Festival Service Donations

Freedom Fest Service Donations



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)
12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Company	20702
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF MINNESOTA INC.
1901 AMES DRIVE
BURNSVILLE MN 55306

COVERAGES CERTIFICATE NUMBER: 15132917 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C65435846 (AOS) WLR C65435809 (AZ, CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 15132917 FOR BID PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THINK GREEN:

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of COMPANY:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non-Recyclables. More specifically, Company may "tag and leave" carts or containers when Company determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. Company may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of the contaminated recyclables at Customer's sole cost.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Alternate Single-Hauler Proposal for Garbage, Refuse, Recycling, and Yard Waste Services

City of Cambridge

May 13, 2019

Submitted to
City of Cambridge
Lynda Woulfe, City Administrator
300 3rd Avenue NE
Cambridge, MN 55008

Submitted by
Waste Management of Minnesota, Inc.
Cambridge Hauling
1505 11th Avenue NE
Cambridge, MN 55008

Steve Boe, District Manager
SBoe@wm.com | 507 402 1343

Diana Siebels, Public Sector Area Rep
DSiebels@wm.com | 218 206 1712

In response to City of Cambridge Request for Proposals for Garbage, Refuse, Recycling, and
Yard Waste Services January 1, 2020 to December 31, 2024

THINK GREEN®

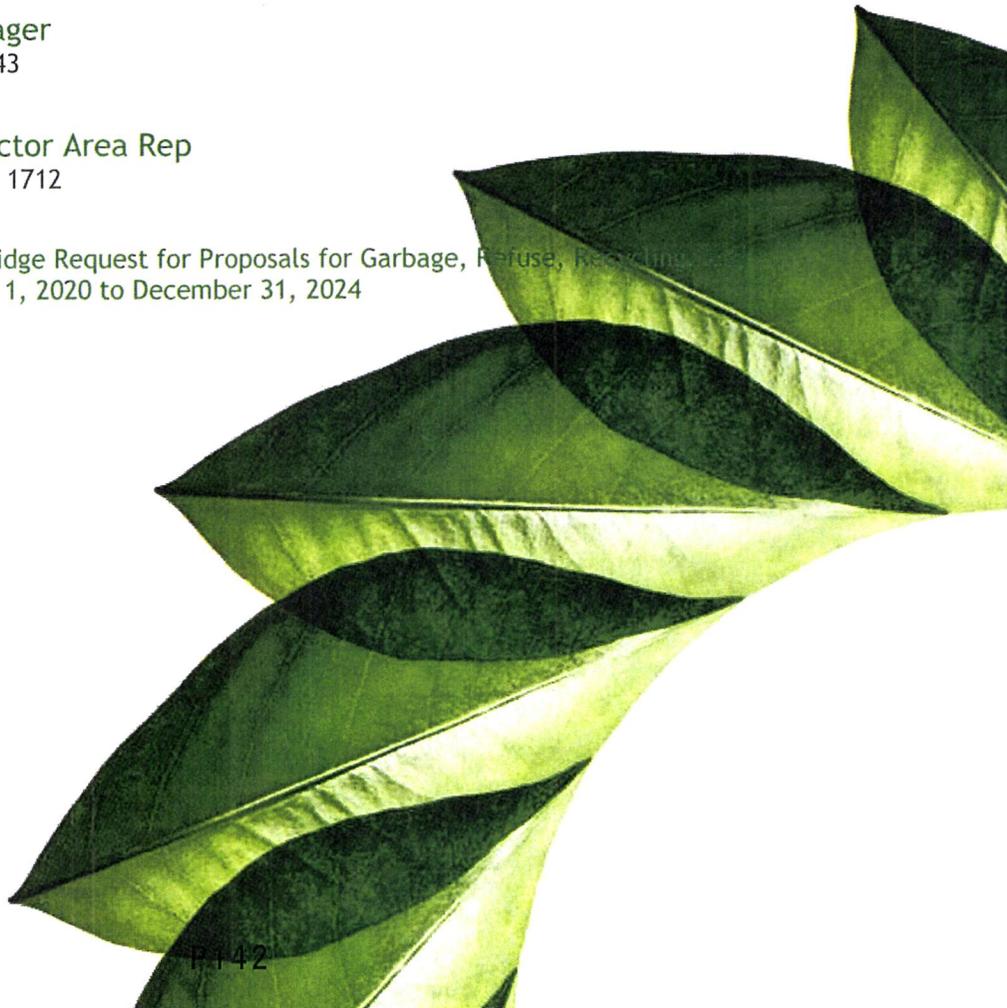


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May 10, 2019

City of Cambridge
Lynda Woulfe
300 3rd Avenue NE
Cambridge, MN 55008

Attention:
Cambridge City Council
Mr. Jim Godfrey, Mayor

RE: Request for Proposals for Garbage, Refuse, Recycling, and Yard Waste Services

Waste Management of Minnesota, Inc. (WM), Cambridge Hauling, is very pleased to provide the following alternate proposal to the City of Cambridge. WM proposes to enter into an exclusive license agreement with the City for the work described in the RFP and certifies that all material will be properly directed for disposal, processing, or composting under the requirements of the State of Minnesota and Isanti County Ordinance.

Key Points of the Proposal

RESPONSE TO RFP: The RFP outlines the City's interest of preserving its goals of limiting the wear and tear on City streets and reducing noise, having a clean environment, and securing the best rates and service for refuse/recycling/yard waste collection. In this response, WM views the City's interests as the highest priority, and this proposal has been customized to meet and exceed these goals. We are the incumbent provider of the services and have continued to focus on pairing with the City to meet and exceed its priorities:

- Reducing service route days and truck traffic on roads to limit wear and tear, as loaded garbage, plow, and cement trucks weigh roughly the same. Maintaining vehicle traffic of around 7 trucks instead of a potential of 14-21.
- Maintaining low rates by sustaining higher truck and route efficiencies; directly passing those savings onto the residents and businesses of Cambridge.
- Minimize the pricing impacts to Cambridge residents and businesses; setting pricing expectations to accommodate annual increases offsetting increases in operational costs.
- Maintaining a clean environment by preserving single-hauler responsibility for refuse, garbage, recycling, and yard waste collection.

OPTIONS INCLUDED IN THE PROPOSAL: In addition, WM has leased and committed to a multi-million dollar building in Cambridge to centralize our operation for best use and service for the local area. We will continue to maintain a public drop off facility for recycling and yard waste for ease of local City use.

WM Contact for the License

For the purposes of this RFP, I will be your main point of contact for correspondence and follow up. Steve Boe is the designated day to day manager over the License:

Diana Siebels Public Sector Area Rep II 3101 W Superior St Duluth, MN 55806 218-206-1712 DSiebels@wm.com	Steven Boe District Manager II 650 NE Highway 10 St Cloud, MN 56304 507-402-1343 SBoe@wm.com
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THINK GREEN:

Commitment to Cambridge

WM has managed comprehensive waste, recycling, and environmental services for over 50 years. No other company operates more transfer facilities, collection operations, landfills, and materials recovery facilities (MRF) than our parent company, Waste Management. This includes over 310 transfer stations, 390 collection operations, 262 active landfills, and 120 recycling facilities, including 40 Single Stream MRFs. The magnitude of WM's coast-to-coast operations coupled with our 13 employees that call Cambridge home, and 69 employees residing within a 20-mile radius, gives us unprecedented experience along with being personally dedicated to Cambridge and the local area.

We look forward to building upon our successful partnership in environmental services with Cambridge and hope to continue the City's garbage, refuse, recycling, and yard waste programs through the services described in this response to the RFP. Please do not hesitate to contact Steve or myself if you have any questions regarding this proposal.

Very truly yours,

Diana Siebels 3-10-2019

Diana Siebels
Public Sector Area Representative
Waste Management MN, Inc.

Cambridge Area Impacts

Community Engagement

Impacting Cambridge Specifically:

Family Pathways Donations: Part of the donation is directed towards the Family Pathways food shelf.
Discounted services for churches, schools and local non-profits.
Discounted services for City or disaster relief cleanup projects.
Cambridge Appreciation Day Service Donation.
Cambridge Athletic Fund Raisers.
Anoka Ramsey College Cambridge Campus Scholarship.
Taxes: \$132,000 per year.
Local real estate taxes and assessments.

How we make a difference:

Organic Recycling for J. Rettenmaier USA: diverting approximately 154 tons of material from the landfill each year.
Yard waste/Compost in City is now carted. We also have a drop site for City residents for leaves and yard waste.
Free Christmas Tree pick up.
Recycling Drop site for City residents as well as unlimited curbside carted service.
Employ local people who support our local businesses.
40 employees at site.
13 employees living in Cambridge.
69 Employees living within 20 miles of Cambridge.

Area Contributions

Braham Independent Schools Scholarship.
North Branch Area Ice Arena Donation: supporting the construction of the future arena.
North Branch Concerts in the Park.
Friends of the Rum (River Cleanup Project): service donation.
Tough Mudder Event.
Anderson & Koch Car Show: for the past 3 years.
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Braham Appreciation Day Service Donations.
Monetary donation to the Mora Area Youth Recreation Association.
Pine Technical College Scholarships.
Big Truck Day Braham Independent Schools.
East Central MN Pride Service Donations.
Robinson Park Art Festival Service Donations.
Freedom Fest Service Donations.

Customer Service Enhancements

Local Customization for Cambridge

We recognize that the experience each resident and business receives in Cambridge reflects directly on our operation. Where service has been responsive and customized to respective needs, our general Customer Experience has not created the same rapport. In direct accommodation under an exclusive hauling license, WM will instate direct contact and customer service response from within our Cambridge hauling location. In relation to this expansion WM proposes to:

- Issue a direct number for Cambridge residents and businesses to reach our local Cambridge office directly, reducing the need to go through our larger call center.
- Customize and launch a Cambridge specific website.

Value of the local websites to your community and residents



- 1 Provide key municipal partners and their residents current service information and answers to the most commonly asked questions via an easy to use, localized, customized website.
- 2 Enable residents to do business with us online, as studies show that over 60% of consumers prefer to conduct business that way.
- 3 Provide municipal customers local community events, special collections or seasonal programs
- 4 Provide recycling education via our RecycleOftenRecycleRight.com website that allows residents to download recycling education materials.
- 5 Includes an important Resource section – key documents will be uploaded in this section such as waste and recycling collection calendars or tips on how to read your invoice.

- Continue and maintain a Single Stream Recycling drop off location at our Cambridge hauling site.
- Engage in an annual residential City-Wide cleanup event hosted at our Cambridge Hauling Site.
- Full donation of service and disposal for the City of Cambridge events of Cambridge Customer Appreciation Event and Cambridge Day Out.

Sample Certificate of Insurance

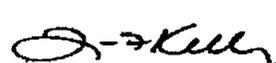
ACORD		CERTIFICATE OF LIABILITY INSURANCE		1/1/2020	DATE (MM/DD/YYYY) 12/4/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
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PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538			CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				NAIC #	
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF MINNESOTA INC. 1901 AMES DRIVE BURNSVILLE MN 55306				INSURER A : ACE American Insurance Company 22667	
				INSURER B : Indemnity Insurance Co of North America 43575	
				INSURER C : ACE Fire Underwriters Insurance Company 20702	
				INSURER D :	
				INSURER E :	
				INSURER F :	

COVERAGES CERTIFICATE NUMBER: 15132917 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	ISBR	SUBR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG OTHER:	Y	Y		HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y		MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y		XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WLR C65435846 (AOS) WLR C65435809 (AZ,CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2020 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - EA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y		XSA I125278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
15132917 FOR BID PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



Recycling Specifications

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 - with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) - empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans - empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of WM:

Plastic containers with symbols #3-#7 - empty (no expanded polystyrene), empty	Glass food and beverage containers - brown, clear, or green - empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of City may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

WM reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non-Recyclables. More specifically, WM may "tag and leave" carts or containers when WM determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. WM may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of the contaminated recyclables at City's sole cost.

WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials and City shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM's operating or profit margin. Without limiting the foregoing, and City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

WM reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

rev. 5-13-2018



Residential Rates and Details

*2020-2024 City of Cambridge License
 Residential Garbage/Refuse, Recycling, and Yard Waste Rates*

Garbage/Refuse		Weekly Service
32	Gal	\$6.99/month
64	Gal	\$11.75/month
96	Gal	\$15.33/month
Overage	Bag	\$5.00/bag

Garbage/Refuse rates are subject to the MN Solid Waste Tax.

Recycling		Every Other Week
96	Gal	\$3.78/month

Yard Waste		Annual Subscription
96 Gal	Cart	\$36.00/year
Max 3 carts		
Annual subscription, billed monthly at \$3.00/month.		
Seasonal once per week service		

Monthly or Quarterly billing available.

All above rates subject to an annual 3% price increase on the anniversary date of the license beginning on January 1, 2021.

Residential refuse or recycling overage (Bags): \$5.00/bag.

Changes in Law: WM to pass through and collect additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials. (E.G. MN changes the solid waste tax to a different percentage.)

Commercial Rates and Details

2020-2024 City of Cambridge License Commercial Garbage/Refuse, Recycling, and Yard Waste Rates

Garbage/Refuse	Once per Month	Every Other Week	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week
2 yd	\$11.00	\$23.00	\$46.00	\$92.00	\$138.00	\$183.00	\$229.00
4 yd	\$15.00	\$31.00	\$62.00	\$124.00	\$186.00	\$247.00	\$309.00
6 yd	\$18.00	\$39.00	\$78.00	\$156.00	\$234.00	\$312.00	\$389.00
8 yd	\$22.00	\$48.00	\$94.00	\$188.00	\$282.00	\$376.00	\$470.00
Overage	\$25.00/occurrence/dumpster						

Garbage/Refuse rates are subject to the MN Solid Waste Tax.

Recycling	Once per Month	Every Other Week	1x/Week	2x/Week	3x/Week	4x/Week	5x/Week
2 yd	\$11.00	\$22.00	\$44.00	\$88.00	\$132.00	\$175.00	\$219.00
4 yd	\$14.00	\$29.00	\$58.00	\$116.00	\$174.00	\$231.00	\$289.00
6 yd	\$17.00	\$36.00	\$72.00	\$144.00	\$216.00	\$287.00	\$359.00
8 yd	\$20.00	\$43.00	\$86.00	\$172.00	\$258.00	\$343.00	\$429.00
Contamination	\$11.00/yard						
Overage	\$25.00/occurrence/dumpster						

Yard Waste	Annual Subscription
96 Gal Cart	\$36.00/year
Max 3 carts	
Annual subscription, billed monthly at \$3.00/month.	
Seasonal once per week service	

Monthly or Quarterly billing available.

All above rates subject to an annual 3% price increase on the anniversary date of the license beginning on January 1, 2021.

Commercial refuse or recycling overage (Snapshot): \$25.00 per occurrence per dumpster.

Commercial recycling contamination charge: \$11.00 per container yard.

Changes in Law: WM to pass through and collect additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials. (E.G. MN changes the solid waste tax to a different percentage.)



Fee Schedule

Finance Charge: \$5.00 or 2.5% of the outstanding balance (whichever is greater). Finance charge is applied to a customer's invoice for a past due balance of 30 days or more.

Resume Fee: \$50.00/occurrence. Resume fee is assessed to an account once resumed after being suspended for non-payment. Service suspension occurs 45-60 days after non-payment depending on account payment history.

Reconnection Fee: \$65.00/occurrence. Reconnection fee is assessed to an account once service has been requested to be activated after an account has been canceled for non-payment. Service cancelation occurs after 90 days of non-payment.

Residential Overage: \$5.00/bag, subject to the MN Solid Waste Tax

Commercial refuse or recycling overage (Snapshot): \$25.00 per occurrence per dumpster.

Commercial recycling contamination: \$11.00 per container yard.

Changes in Law: WM to pass through and collect additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials. (E.G. MN changes the solid waste tax to a different percentage.)

Fuel Surcharge: 0%

Delivery & Removal Fees: \$0.00



Benefits Statement

Waste Management of Cambridge appreciates the time taken to consider this alternate proposal continuing under a single-issued hauler's license. It is our intent to ensure the best working relationship within our serviced communities.

- Reducing service route days and truck traffic on roads to limit wear and tear, as loaded garbage, plow, and cement trucks weigh roughly the same. Maintaining vehicle traffic of around 5 trucks instead of a potential of 12-15.
- Maintaining low rates by sustaining higher truck and route efficiencies; directly passing those savings onto the residents and businesses of Cambridge.
- Minimize the pricing impacts to Cambridge residents and businesses; setting pricing expectations to accommodate annual increases offsetting increases in operational costs.
- Maintaining a clean environment by preserving single-hauler responsibility for refuse, garbage, recycling, and yard waste collection.
- Issue a direct number for Cambridge residents and businesses to reach our local Cambridge office directly, reducing the need to go through our larger call center.
- Customize and launch a Cambridge specific website.
- Continue and maintain a Single Stream Recycling drop off location at our Cambridge hauling site.
- Engage in an annual residential City-Wide cleanup event hosted at our Cambridge Hauling Site.
- Full donation of service and disposal for the City of Cambridge events of Cambridge Customer Appreciation Event and Cambridge Day Out.

**City of Cambridge Request for Proposals for Garbage, Refuse,
Recycling, and Yard Waste Services
January 1, 2020 to December 31, 2024**

The City of Cambridge is seeking proposals for the collection and disposal of garbage, refuse, recycling, and yard waste. Pursuant to City Code, no hauler shall collect refuse within the city without a license from the City Council.

Please complete the response form below and return it by 10:00 am on May 13, 2019 to:

Lynda Woulfe, City of Cambridge
300 3rd Avenue NE
Cambridge, MN 55008

Request for Proposal Response Form

Proposed monthly rates for garbage/refuse collection from January 1, 2010 through December 31, 2024. A month is defined as the 1st through the 30/31st of each month. Rates quoted in the RFP can only be increased through City Council approval.

Hauler shall provide to the City a written breakdown of the fee requested clearly showing the portion allocated to the “dumping fee” and the portion of the fee for collection and service. Garbage/refuse collected must be taken to the East Central Solid Waste landfill as required by Isanti County ordinance.

Garbage/Refuse Residential		Garbage/Refuse Commercial	
35 – 37 gallon can		2 cubic yard dumpster	
Collection Fee:	\$4.00 to \$5.50	Collection Fee:	\$22.49 to \$173.74
Dumping Fee:	\$3.60 to \$5.87	Dumping Fee:	\$10.20 to \$233.82
Total Fee:	\$7.60 to \$11.37	Total Fee:	\$32.69 to \$407.56
64-72 gallon can		4 cubic yard dumpster	
Collection Fee:	\$4.00 to \$5.50	Collection Fee:	\$24.15 to \$207.08
Dumping Fee:	\$5.60 to \$7.87	Dumping Fee:	\$12.39 to \$467.64
Total Fee:	\$9.60 to \$13.37	Total Fee:	\$36.44 to \$674.72

<p style="text-align: center;">96-98 gallon can</p> <p>Collection Fee: \$4.00 to \$5.50</p> <p>Dumping Fee: \$8.60 to \$10.87</p> <p>Total Fee: \$12.60 to \$ 16.37</p>	<p style="text-align: center;">6 cubic yard dumpster</p> <p>Collection Fee: \$25.82 to \$240.42</p> <p>Dumping Fee: \$15.59 to \$701.46</p> <p>Total Fee: \$41.41 to \$941.88</p>
<p>Other sizes? Define size and charges below.</p>	<p>Other sizes? Define size and charges below.</p>
<p>Scheduled pick up day? Thursday</p> <p>All residential accounts must be picked up on the same day. Thursday is the preferred day of the week.</p>	<p>Schedule pick up day(s)? Based on customer needs and demands.</p>
<p>Weekly Curb Side Recycling Collection</p>	
<p>Residential</p>	<p>Commercial</p>
<p>Collection Fee: \$4.00 to \$5.50</p> <p>Dumping Fee: \$2.80 to \$5.07</p> <p>Total Fee: \$6.80 to \$10.57</p>	<p>Collection Fee: \$4.00 to \$22.49</p> <p>Dumping Fee: \$2.80 to \$171.16</p> <p>Total Fee: \$6.80 to \$193.65</p>
<p>Recycling pickup must occur on the same day as residential garbage service.</p>	<p>For commercial accounts, recycling pickup more than once per week is necessary. Would you charge for the additional pickups? If yes, state charges below.</p> <p>Collection Fee: \$4.00 to \$22.49</p> <p>Dumping Fee: \$2.80 to \$171.16</p>
<p>Where do you take the collected recycling materials (what Materials Recycling Facility - MRF)?</p>	<p>Name of Facility: Eureka Recycling</p> <p>Address: 2828 Kennedy Street NE, Mpls, MN</p> <p style="text-align: center;">_____</p> <p>Phone: 612- 669-2783</p>

Yard waste is defined as grass clippings, leaves, tree trimmings, and other plant material.

Residential	Commercial
Collection Fee: \$8.00 to \$12.50	Collection Fee: \$8.00 to \$12.50
Dumping Fee: \$4.00 to \$8.00	Dumping Fee: \$4.00 to \$8.00
Total Fee: \$12.00 to \$20.50	Total Fee: \$12.00 to \$20.50
What size cart would you provide for yard waste? 95 gallon. Material outside of cart must be in craft paper bag or compostable corn starch plastic bag	How frequently would you schedule yard waste pickup? Weekly for residential, on call for commercial <input checked="" type="checkbox"/> Weekly? <input type="checkbox"/> Bi-Monthly (twice per month) <input type="checkbox"/> Monthly?
Where would you dispose of yard waste? Facility Name: East Central Transfer Station Phone: 320-379-4930	Will you require items to be bagged or unbagged? Contained in cart or bagged in craft paper bag or compostable corn starch plastic bag What size tree trimmings will you take? Under 2" in diameter

Christmas Tree Disposal

Will you schedule a free Christmas tree disposal pickup in January of each contract year?

Yes No **\$8 per tree**

Billing Practices -- Service Discontinuation

When will your company discontinue service for non-payment? (e.g. two months past due)

Will you charge to re-establish service?
 Yes No

If yes, specify charge: **\$35** _____

Will you charge a late fee penalty? If yes, what is the penalty (e.g. flat fee or percentage of bill)

If yes, specify charge: **\$10** _____

Other Charges?

Are there any other charges you propose to add? (e.g. fuel service charge, can exchange, etc.)?

Please note that unless prices/charges are specified in this Request for Proposal they will not be included in the license contract and will not be a permissible customer charge. Instituting new charges or changing prices without prior City Council approval will result in termination of the license.

Please specify amount and nature of proposed additional charges:

Pricing does not include Solid Waste Management Tax or Fuel and Material Sur Charge (currently 23.5%)

Would you entertain a pickup for senior citizens that is only two times per month at a reduced rate?
 Yes No If yes, what is your proposed rate: **15% discount**

I understand that by responding to this RFP, as a hauler our company will be required to:

Requirement	Initial Here
The City has the right to issue a license at its sole discretion and will only license a maximum of three companies. Of those three haulers only two will be licensed for residential collection. The City is not obligated to issue all three licenses.	RN
Empty all City owned trash cans in the downtown district at least once per week at no cost to the City. A downtown district map will be provided to the license holder.	
Provide a certificate of insurance for workers compensation insurance demonstrating their employees are covered for workers compensation	RN
Pick up residential trash on the same day as other licensed haulers (Thursday is the preferred day)	RN
Pick up residential recycling on the same day as other licensed haulers (Thursday is the preferred day)	RN
Before the license shall be issued, the licensee shall agree to hold the city harmless and shall agree to defend and indemnify the city and the city's employees and agents, for any claims, damages, losses, and expenses related to the work under the license.	RN
The city shall be named as an additional insured for the services provided under the license. The licensee's contract of insurance shall be the primary insurance for the city and the license or insurance company shall provide a certificate of insurance which verifies the existence of the insurance required, including provisions to hold the city harmless and defend and indemnify the city, The insurance shall provide coverage up to \$500,000 per claimant and \$1,500,000 for any number of claims in a single occurrence.	RN

Each policy shall expressly provide the city be given ten days notice of any termination of cancellation of the coverage.	
I understand that if I fail to provide the required insurance, the City's has the right to terminate the license.	
I understand that if a charge is not included within my proposal response, our company will not be able to charge it.	
I understand that the prices quoted in my response cannot change without PRIOR City Council approval.	

What charitable activities does your company engage in with the communities you are licensed by?

See attached

Would your company provide free garbage/refuse/recycling collection for community wide event such as the Cambridge Customer Appreciation Event and Cambridge Day Out? (1 Event)

X Yes No

Company Name: ACE Solid Waste	Contact Name: Rick Nelson
Business Address: 6601 McKinley Street NW, Ramsey, MN 55303	
Phone: 763-242-0579	Email: rick@acesolidwaste.com

By signing this proposal, you indicate you have the right to bind your company to the terms you outlined in the proposal.

Signature:  Date: 5-8-19

Return by 10:00 am on May 13, 2019. Late responses will not be considered. The City reserves the right to awards licenses in the best interest of the City in order to preserve its goals of:

- limiting the wear and tear on City streets and reducing noise
- having a clean environment
- the best rates and service for refuse/recycling/yard waste collection

The City will also consider which hauler or haulers will, in the City's discretion, provide the best services to the City and its residents, taking into consideration all elements of the RFP and proposals received.

Other Charges?

Are there any other charges you propose to add? (e.g. fuel service charge, can exchange, etc.)?

Please note that unless prices/charges are specified in this Request for Proposal they will not be included in the license contract and will not be a permissible customer charge. Instituting new charges or changing prices without prior City Council approval will result in termination of the license.

Please specify amount and nature of proposed additional charges:

Pricing does not include Solid Waste Management Tax or Fuel and Material Sur Charge (currently 23.5%)

Would you entertain a pickup for senior citizens that is only two times per month at a reduced rate?
 Yes No If yes, what is your proposed rate: **15% discount**

I understand that by responding to this RFP, as a hauler our company will be required to:

Requirement	Initial Here
The City has the right to issue a license at its sole discretion and will only license a maximum of three companies. Of those three haulers only two will be licensed for residential collection. The City is not obligated to issue all three licenses.	RN
Empty all City owned trash cans in the downtown district at least once per week at no cost to the City. A downtown district map will be provided to the license holder.	RN
Provide a certificate of insurance for workers compensation insurance demonstrating their employees are covered for workers compensation	RN
Pick up residential trash on the same day as other licensed haulers (Thursday is the preferred day)	RN
Pick up residential recycling on the same day as other licensed haulers (Thursday is the preferred day)	RN
Before the license shall be issued, the licensee shall agree to hold the city harmless and shall agree to defend and indemnify the city and the city's employees and agents, for any claims, damages, losses, and expenses related to the work under the license.	RN
The city shall be named as an additional insured for the services provided under the license. The licensee's contract of insurance shall be the primary insurance for the city and the license or insurance company shall provide a certificate of insurance which verifies the existence of the insurance required, including provisions to hold the city harmless and defend and indemnify the city, The insurance shall provide coverage up to \$500,000 per claimant and \$1,500,000 for any number of claims in a single occurrence.	RN

Each policy shall expressly provide the city be given ten days notice of any termination of cancellation of the coverage.	RN
I understand that if I fail to provide the required insurance, the City's has the right to terminate the license.	
I understand that if a charge is not included within my proposal response, our company will not be able to charge it.	RN
I understand that the prices quoted in my response cannot change without PRIOR City Council approval.	RN

What charitable activities does your company engage in with the communities you are licensed by?

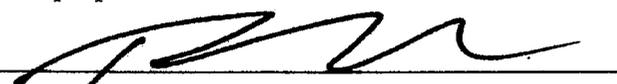
See attached

Would your company provide free garbage/refuse/recycling collection for community wide event such as the Cambridge Customer Appreciation Event and Cambridge Day Out? (1 Event)

Yes No

Company Name: ACE Solid Waste	Contact Name: Rick Nelson
Business Address: 6601 McKinley Street NW, Ramsey, MN 55303	
Phone: 763-242-0579	Email: rick@acesolidwaste.com

By signing this proposal, you indicate you have the right to bind your company to the terms you outlined in the proposal.

Signature:  Date: 5-10-19

Return by 10:00 am on May 13, 2019. Late responses will not be considered. The City reserves the right to awards licenses in the best interest of the City in order to preserve its goals of:

- limiting the wear and tear on City streets and reducing noise
- having a clean environment
- the best rates and service for refuse/recycling/yard waste collection

The City will also consider which hauler or haulers will, in the City's discretion, provide the best services to the City and its residents, taking into consideration all elements of the RFP and proposals received.

Event Date	Event Name	Type	Benefitting Organization	ACE Contact	Event Contact	Cost	Pictures	Event Phone
4/28/2018	Anoka County 4-H Cloverdash STMA Knights St Michael-	Fundraiser	Anoka County 4-H	Julie	Kim Ferguson	\$200.00		763-755-1280
2/9/2018	Alberville All Night Grad Party	Donation	St Michael-Alberville High School	Julie	Amy Larson	\$150.00		763-497-9761
6/9/2018	Centennial Senior Class Party (Lino Lakes)	Donation	Centennial Senior High School	Julie	Party Committee	\$180.00		
1/19/2018	East Bethel Community School PTO Bingo & Basket	donation	East Bethel Community School	Julie	Ana Steenerson	\$150.00		763-222-3803
5/25/2018	Princeton All Night Graduation Party	Donation	Princeton High School	Julie	Greta Schimming	\$180.00		612.669.1057
5/5/2018	St. Michael Catholic School Bids for Kids Fundraising Auction	Donation	St. Michael Catholic School	Julie	Meghan and Brad Lawinger	\$180.00		763-497-3887
2/16/2018	Otsego Elementary PAC Carnival	Donation	Otsego Elementary	Julie	Kati Tarnowski	\$180.00		612-590-4534
4/7/2018	Cedar Creek Community School Annual Spring Carnival	Donation	Cedar Creek PTO	Julie	Greta Randall	\$180.00		612.669.0805
3/1/2018	Twin cities North Chamber Gala	donation-basket	Twin Cities North Chamber	Rick Nelson	John Connelly	\$150.00		
1/26/2018	anoka area chamber gala	donation-basket	Anoka Area Chamber of Commerce	Rick Nelson		\$150.00		
3/10/2018	Guardian Angels Gala Benefit	Fundraiser	Guardian Angels	Julie	Deb Weston	\$150.00		763-635-4485
Jun-18	TeenServe Becker 2018 - Grace Lutheran Church	Donation	Becker area	Julie	Kary Tillmann	\$100.00		612.310.6514
4/28/2018	Mercy & Unity Hospital Crystal Ball	Fundraiser	Mercy & Unity Hospital Foundation	Julie	Kathleen Schultz	\$150.00		763.236.3966
4/7/2018	Lino Lakes Elementary Stem School Carnival	Fundraiser	Lino Lakes Elementary Stem School	Julie	Amy Zahn	\$180.00		651-485-0737
6/8/2018	Rogers All Night Graduation Party	Donation	Rogers All Night Graduation Party	Julie		\$180.00		
6/4/2018	Anoka High School Senior Party	Donation	Anoka High School	Julie	AnnMarie Passe	\$180.00		612-961-8564
3/15/2018	MN Augers Youth Baseball Silent Auction	Donation	MN Augers Baseball team	Julie	Kevin Torgerson/Becky Bec	\$150.00		763.286.9259
4/21/2018	Fridley Historical Society Lasagna Dinner Fundraiser	Fundraiser		Julie	Judy Anderson	\$120.00		763-767-2566
2/12/2018	Anoka County Camperships Columbus Elementary Family	Donation	Anoka County Residents	Julie	Lynda Keenan	\$250.00		763.422.7248
5/4/2018	Fun Night	Donation	Columbus Elementary School PTO	Julie	Columbus PTO	\$180.00		651-982-8900
4/7/2018	Crooked Lake Elementary School Spring Carnival	Donation	Crooked Lake Elementary School	Julie	Ted Peterson	\$180.00		763-506-2100
6/1/2018	Becker All Night Graduation Party	Donation	Becker High School	Julie	Jodi Friedl	\$180.00		763-262-8062
3/24/2018	St Francis Elementary School Carnival	Fundraiser	Association of Parents of Teachers	Julie	Becky Aish	\$180.00		763-213-1800
4/21/2018	Dayton Fire Dept Relief Assoc	Fundraiser	Dayton Fire Dept	Julie	Kevin Astrup	\$180.00		76.242.7001
3/23/2018	Isanti Spring Fling	Donation	Isanti Chamber	Rick Nelson	Sue Beckman	\$150.00		763.689.1981
9/8/2018	Linwood Family Fun Day	Donation	Linwood Township	Julie		\$100.00		651-462-2812
7/4/2018	Princeton fireworks fund	Donation	City of Princeton	Julie	Art Skarohlid	\$100.00		
8/5/2018	Church of St John the Baptist - Dayton	Donation	Church of St John the Baptist	Julie		\$120.00		763-428-2828

9/22/2018	Nowthen Heritage Festival St Francis Ice Breaker H.S.	Donation	Festival	Julie	Theresa Copeland	\$100.00	
8/4/2018	Hockey golf tournament St Francis Fire Dept Bingo	Fundraiser	St Francis H.S. hockey	Julie	kerilee johnson	\$180.00	651-775-5717
6/9/2018	Pioneer Days Anoka Community Mission	Donation	St Francis Fire Dept	Julie		\$200.00	763-753-2334
6/24/2018	Samuels Closet Block Party National Fire Safety Council -	Donation	Anoka Community Mission	Julie	Dr Jason Berry	\$59.98	763.245.8291
6/22/2018	Anoka Champlin FD	Donation	Anoka-Champlin FD & area schools	Julie	Charlie Thompson	\$100.00	763-576-2860
7/11/2018	USA & NAFA Nationals	Donation	St Francis Fast Pitch Softball	Randy		\$1,000.00	
9/14/2018	Princeton Elim Care & Rehab Center Golf Classic	Hole Sponsor	Princeton Elim Care	Julie Rosenberg	Todd Lundeen	\$100.00	763-389-1171
8/26/2018	Andover Hockey Day Golf Fundraiser	Donation	Andover High School Hockey Team	Julie	Erica Stiller	\$150.00	763-218-6640
10/27/2018	Centennial Band Boosters Bazaar	Fundraiser	Centennial High School Band	Julie	Jill Cessna	\$120.00	651-485-1836
8/15/2018	Dave & Jessica Wostrel	Fundraiser	Wostrel Family	Julie		\$144.00	
8/25/2018	Crow River Thunder Benefit Centennial Youth Hockey	Fundraiser	Wostrel Family	Julie	Steve	\$150.00	
9/21/2018	Assoc	Sponsorship	Centennial Hockey	Julie	Jennifer Everson	\$200.00	612-695-5235
9/29/2018	Friends of Sherburne Anoka women of Today	Donation	Sherburne National Wildlife Refuge	Julie	Myrna Krueger	\$150.00	763-234-0038
10/27/2018	Spooktacular Party Anoka Halloween Orange tie	Sponsorship	Anoka Youth	Julie	Nancy Dvoracek	\$25.00	612.202.4179
10/2/2018	Ball Hope 4 Youth bulky item pickup	fundraiser	Anoka Halloween	Julie	Lisa Skaalerud	\$150.00	612-720-2729
10/9/2018	in Anoka	Donation	Hope 4 Youth	Julie	Kim Mellem		612-327-8257
10/13/2018	Word of Peace Church Gala Centennial Senior Class Party	Donation	Word of Peach Church	Julie	Diane Peters	\$150.00	763-639-1573
6/8/2019	(Lino Lakes) Big Lake High School All Night	Donation	Centennial Senior High School	Julie	Party Committee	\$180.00	
5/31/2019	Graduation party Rogers All Night Graduation	Donation	Big Lake High School	Julie	Cindy Book	\$180.00	763-370-9306
6/6/2019	Party	Donation	Rogers All Night Graduation Party	Julie	Jennifer Erickson	\$180.00	612.940.1309
4/27/2019	Anoka County 4-H Cloverdash Otsego Elementary PAC	Fundraiser	Anoka County 4-H	Julie	Kim Ferguson	\$200.00	763-755-1280
1/25/2019	Carnival Prairie Care Night of Impact	Donation	Otsego Elementary	Julie	Kayla	\$180.00	612-590-4534
2/2/2019	Gala Cedar Creek Community	Donation	Prairie Care Child and family fund	Julie	Marsha Swails	\$150.00	763-762-8881
4/6/2019	School Annual Spring Carnival	Donation	Cedar Creek PTO	Julie	Amanda Meinen	\$180.00	763.274.8372
4/6/2019	Lino Lakes STEM PTO carnival	Fundraiser	STEM PTO	Julie	Amy Zahn	\$200.00	651.485.0737
3/9/2019	Guardian Angels Gala Benefit Fridley Historical Society	Fundraiser	Guardian Angels	Julie	Deb Weston	\$150.00	763-635-4485
4/20/2019	Lasagna Dinner Fundraiser St. Michael Catholic School	Fundraiser		Julie	Judy Anderson	\$120.00	763-767-2566
3/30/2019	Bids for Kids Fundraising Auction	Donation	St. Michael Catholic School	Julie	Meghan and Brad Lawinger	\$180.00	763-497-3887
2/14/2019	Coon Rapids High School Varsity Baseball field board	Sponsorship	Coon Rapids Varsity Baseball	Julie	jen Wieland	\$225.00	612.743.7351

2/1/2019	Anoka County Camperships Mercy & Unity Hospital Crystal	Donation	Anoka County Residents	Julie	Lynda Keenan	\$250.00	763.422.7248
4/27/2019	Ball	Fundraiser	Mercy & Unity Hospital Foundation	Julie	Kathleen Schultz	\$150.00	763.236.3966
2/14/2019	National Fire Safety Council - Big Lake Fire Dept	Donation	Youth of Big Lake Fire camp	Julie	Paul Nemes	\$60.00	
6/6/2019	Rogers High School All Night Graduation Party	Donation	Rogers High School	Julie	Jennifer Erickson	\$120.00	612-840-2666
6/3/2019	Anoka High School Senior Party	Donation	Anoka High School	Julie	AnnMarie Passe	\$180.00	612-961-8564
3/15/2019	MN Storm Youth Baseball Club	Donation	MN Storm Youth Baseball	Julie	Becky Beck	\$150.00	763.757.0007
4/13/2019	Dayton Fire Dept Relief Assoc Columbus Elementary Family	Donation	Dayton Fire Dept	Julie	Sheree Mickelson	\$120.00	612.701.0974
5/3/2019	Fun Night	Donation	Columbus Elementary School PTO	Julie	Columbus PTO	\$180.00	651-982-8900
5/4/2019	For Jakes Sake Foundation St Francis HS All Night	Fundraiser	For Jakes Sake Foundation	Julie	Sheri	\$120.00	612-269-4164
5/31/2019	Graduation Party Church of St John the Baptist -	Donation	St Francis High School	Julie	Jodi Mora	\$120.00	763.232.9829
8/4/2019	Dayton Becker All Night Graduation	Donation	Church of St John the Baptist	Julie		\$120.00	763-428-2828
5/31/2019	Party Zimmerman All Night	Donation	Becker High School	Julie	Jodi Friedl	\$120.00	763-262-8062
6/5/2019	Graduation Party Dylan Witschen Classic Golf	Donation	Zimmerman High School	Julie	Emily Rotz	\$120.00	763.370.9358
5/23/2019	Tournament	Donation	St Judes Hospital	julie	Sandy	\$120.00	612.323.8228

**City of Cambridge Request for Proposals for Garbage, Refuse,
 Recycling, and Yard Waste Services
 January 1, 2020 to December 31, 2024**

The City of Cambridge is seeking proposals for the collection and disposal of garbage, refuse, recycling, and yard waste. Pursuant to City Code, no hauler shall collect refuse within the city without a license from the City Council.

Please complete the response form below and return it by 10:00 am on May 13, 2019 to:

Lynda Woulfe, City of Cambridge
 300 3rd Avenue NE
 Cambridge, MN 55008

Quality Disposal Systems, Inc

Request for Proposal Response Form

Proposed monthly rates for garbage/refuse collection from January 1, 2010 through December 31, 2024. A month is defined as the 1st through the 30/31st of each month. Rates quoted in the RFP can only be increased through City Council approval.

Hauler shall provide to the City a written breakdown of the fee requested clearly showing the portion allocated to the "dumping fee" and the portion of the fee for collection and service. Garbage/refuse collected must be taken to the East Central Solid Waste landfill as required by Isanti County ordinance.

Garbage/Refuse Residential		Garbage/Refuse Commercial	
35 – 37 gallon can		2 cubic yard dumpster	
Collection Fee:	\$ _____	Collection Fee:	\$ <u>63.60</u>
Dumping Fee:	\$ _____	Dumping Fee:	\$ <u>28.40</u>
Total Fee:	\$ _____	Total Fee:	\$ <u>92.00 + Environmental See 17%</u>
64-72 gallon can		4 cubic yard dumpster	
Collection Fee:	\$ _____	Collection Fee:	\$ <u>72.20</u>
Dumping Fee:	\$ _____	Dumping Fee:	\$ <u>57.80</u>
Total Fee:	\$ _____	Total Fee:	\$ <u>130.00 + Environmental See 17%</u>

<p align="center">96-98 gallon can</p> <p>Collection Fee: \$ _____</p> <p>Dumping Fee: \$ _____</p> <p>Total Fee: \$ _____</p>	<p align="center">6 cubic yard dumpster</p> <p>Collection Fee: \$ <u>76.50</u></p> <p>Dumping Fee: \$ <u>86.50</u></p> <p>Total Fee: \$ <u>163.00 + Environmental Fee 17%</u></p>
<p>Other sizes? Define size and charges below.</p>	<p>Other sizes? Define size and charges below.</p> <p>1yd \$53.00 + \$14.00 = \$67.00 + Environmental Fee 17%</p> <p>3yd \$82.00 + \$43.00 = \$125.00 + Environmental Fee 17%</p>
<p>Scheduled pick up day?</p> <p><i>All residential accounts must be picked up on the same day. Thursday is the preferred day of the week.</i></p>	<p>Schedule pick up day(s)?</p> <p>Tuesday, Friday. Additional days as volume increases</p>
<p align="center">Weekly Curb Side Recycling Collection</p>	
<p align="center">Residential</p> <p>Collection Fee: \$ _____</p> <p>Dumping Fee: \$ _____</p> <p>Total Fee: \$ _____</p>	<p align="center">Commercial</p> <p>Collection Fee: \$ <u>43.00</u></p> <p>Dumping Fee: \$ <u>0.00</u></p> <p>Total Fee: \$ <u>43.00</u></p>
<p>Recycling pickup must occur on the same day as residential garbage service.</p>	<p>For commercial accounts, recycling pickup more than once per week is necessary. Would you charge for the additional pickups? If yes, state charges below.</p> <p>Recycling pick up will only be available one day per week</p>
<p>Where do you take the collected recycling materials (what Materials Recycling Facility - MRF)?</p>	<p>Name of Facility: <u>Eureka Recycling</u></p> <p>Address: <u>2828 Kennedy Street</u> <u>Mpls, MN 55413</u></p> <p>Phone: <u>651-222-7678</u></p>

Yard waste is defined as grass clippings, leaves, tree trimmings, and other plant material.

Residential		Commercial	
Collection Fee:	\$ _____	Collection Fee:	\$ <u>—</u>
Dumping Fee:	\$ _____	Dumping Fee:	\$ <u>—</u>
Total Fee:	\$ _____	Total Fee:	\$ _____

What size cart would you provide for yard waste?

How frequently would you schedule yard waste pickup? *Quality will not offer yard waste pick up to Commercial Customers.*

Weekly?
 Bi-Monthly (twice per month)
 Monthly?

Where would you dispose of yard waste?

Facility Name: _____

Phone: _____

Will you require items to be bagged or unbagged?

—

What size tree trimmings will you take?

—

Billable Tree Disposal

Will you schedule a free Christmas tree disposal pickup in January of each contract year?

Yes No

Billing Practices – Service Discontinuation

When will your company discontinue service for non-payment? (e.g. two months past due)

Billing in arrears. Service discontinued after 30 days.

May Billing 5/27/19, Due 6/25/19, Suspended 7/25/19

Will you charge a late fee penalty? If yes, what is the penalty (e.g. flat fee or percentage of bill)

Will you charge to re-establish service?

Yes No

If yes, specify charge: _____

If yes, specify charge: Flat Fee \$5.00

Other Charges?

Are there any other charges you propose to add? (e.g. fuel service charge, can exchange, etc.)?

Please note that unless prices/charges are specified in this Request for Proposal they will not be included in the license contract and will not be a permissible customer charge. Instituting new charges or changing prices without prior City Council approval will result in termination of the license.

Please specify amount and nature of proposed additional charges:

No additional charges.

Would you entertain a pickup for senior citizens that is only two times per month at a reduced rate?
 Yes No If yes, what is your proposed rate: _____

I understand that by responding to this RFP, as a hauler our company will be required to:

Requirement	Initial Here
The City has the right to issue a license at its sole discretion and will only license a maximum of three companies. Of those three haulers only two will be licensed for residential collection. The City is not obligated to issue all three licenses.	<i>MATT</i>
Empty all City owned trash cans in the downtown district at least once per week at no cost to the City. A downtown district map will be provided to the license holder.	<i>MATT</i>
Provide a certificate of insurance for workers compensation insurance demonstrating their employees are covered for workers compensation	<i>MATT</i>
Pick up residential trash on the same day as other licensed haulers (Thursday is the preferred day)	NA
Pick up residential recycling on the same day as other licensed haulers (Thursday is the preferred day)	NA
Before the license shall be issued, the licensee shall agree to hold the city harmless and shall agree to defend and indemnify the city and the city's employees and agents, for any claims, damages, losses, and expenses related to the work under the license.	<i>MATT</i>
The city shall be named as an additional insured for the services provided under the license. The licensee's contract of insurance shall be the primary insurance for the city and the license or insurance company shall provide a certificate of insurance which verifies the existence of the insurance required, including provisions to hold the city harmless and defend and indemnify the city, The insurance shall provide coverage up to \$500,000 per claimant and \$1,500,000 for any number of claims in a single occurrence.	<i>MATT</i>

Each policy shall expressly provide the city be given ten days notice of any termination of cancellation of the coverage.	MATT
I understand that if I fail to provide the required insurance, the City's has the right to terminate the license.	MATT
I understand that if a charge is not included within my proposal response, our company will not be able to charge it.	MATT
I understand that the prices quoted in my response cannot change without PRIOR City Council approval.	MATT

What charitable activities does your company engage in with the communities you are licensed by?

Mora Chamber of Commerce - member	Ogilvie fire apt - Santa Program
Ogilvie Food Shelf - free rent + utilities	
Ogilvie High school Prom - donation	
Vasa Loppet - free Trash Service	
Back to the Tower days - Sponsor	
Konabes History Center - member	

Would your company provide free garbage/refuse/recycling collection for community wide events such as the Cambridge Customer Appreciation Event and Cambridge Day Out? Yes No

Company Name: Quality Disposal Systems, Inc	Contact Name: Matthew Pflugi
Business Address: 225 E George St	Ogilvie, MN 56358
Phone: 320-272-4692	Email: quality disp @ Yahoo.com

By signing this proposal, you indicate you have the right to bind your company to the terms you outlined in the proposal.

Signature: Matthew Pflugi

Date: 5/10/19

Return by 10:00 am on May 13, 2019. Late responses will not be considered. The City reserves the right to awards licenses in the best interest of the City in order to preserve its goals of:

- limiting the wear and tear on City streets and reducing noise
- having a clean environment
- the best rates and service for refuse/recycling/yard waste collection

The City will also consider which hauler or haulers will, in the City's discretion, provide the best services to the City and its residents, taking into consideration all elements of the RFP and proposals received.

7A Approve Resolution R-034 Authorize Sale/Disposal of City of Cambridge owned Properties

May 20, 2019

Stan Gustafson, Economic Development Director

Request

Approve Resolution R-034 authorizing the potential sale/disposal and marketing of properties acquired by the City of Cambridge

Background information

These properties are in various zoning districts, B-2 Highway Business District, industrial, single-family housing zoned under a planned unit development (PUD) and in R-3 residential districts. There is no specific request in regards to these properties currently but staff continues to talk with potential developers on properties in the zoning districts. These properties have and will continue to be marketed for economic development recruitment, retention, and/or expansion projects. The properties are currently zoned as indicated above which is consistent with the guidance of the 2017 comprehensive plan.

The Planning Commission has reviewed this request on May 7, 2019 and approved by Resolution R-01 authorizing the potential sale of property owned by the City of Cambridge and Economic Development Authority. The City Council by Resolution needs to approved the on-going efforts to market these properties for sale. The City Council will take final action on the specific terms of each proposed sale of its assets. Therefore, the City Council action will be characterized as blanket approval of properties being actively marketed rather than approval of any particular transaction.

Purpose and Reason

Minnesota Statute 462-356 Subd. 2. Compliance with plan.

After a comprehensive municipal plan or section thereof has been recommended by the planning agency and a copy filed with the governing body, no publicly owned interest in real property within the municipality shall be acquired or disposed of, nor shall any capital improvement be authorized by the municipality or special district or agency thereof or any other political subdivision having jurisdiction within the municipality until after the planning agency has reviewed the proposed acquisition, disposal, or capital improvement and reported in writing to the governing body or other special district or agency or political subdivision concerned, its findings as to compliance of the proposed acquisition, disposal or improvement with the comprehensive municipal plan. Failure of the planning agency to report on the proposal within 45 days after such a reference, or such other period as may be designated by the governing body shall be deemed to have satisfied the requirements of this subdivision. The governing body may, by

7A Approve Resolution R-034 Authorize Sale/Disposal of City of Cambridge owned Properties

resolution adopted by two-thirds vote dispense with the requirements of this subdivision when in its judgment it finds that the proposed acquisition or disposal of real property or capital improvement has no relationship to the comprehensive municipal plan.

The purpose of this requirement is to allow review of overall municipal development by the city planning commission, the authority charged with developing and reviewing the comprehensive land use plan for the municipality. The planning commission has 45 days to report on the proposal, unless the city council designates a shorter or longer period for review. If the planning commission does not report within the required timeline, this statutory provision is considered waived by the commission. In addition, a city council may by resolution adopted by two-thirds vote dispense with this requirement when in its judgment it finds that the proposed acquisition or disposal of real property has no relationship to the comprehensive municipal plan

Zoning, Future Land Use & Comprehensive Plan

There are no plans to change the zoning of these parcels and will be sold as its intended use. If any requests are made by a developer to change the specific zoning on a parcel that request will be brought back to the Planning Commission for review.

Efficiency of Land Use

As noted, the City's growth plans have identified these areas to be developed into the Zoning District currently established or by future land use in the 2017 City's comprehensive plan.

Recommendation

Approval Resolution R-034 authorizing the sale of City of Cambridge properties, as needed for housing and business development in concert with the City's comprehensive plan.

Attachments

1. General Location Map
2. Zoning District Map (Comprehensive Plan)
3. Future land Use (Comprehensive Plan)
4. List of Properties
5. Resolution R-034

Resolution No. R19-034

RESOLUTION AUTHROIZING THE SALE OF LAND BY THE CITY OF CAMBRIDGE THAT IT MEETS THE COMPREHENSIVE PLAN ADDOPTED IN 2017 BY THE PLANNING COMMISSION AND CITY COUNCIL.
(ATTACH MAP OF SITES)

WHEREAS, The City of Cambridge, owners of various property in, Cambridge, MN, 55008, are authorizing the sale of property for Economic Development purposes for recruitment, retention, and/or expansion projects and this action is characterized as blanket approval of properties being actively marketed rather than approval of any particular transaction; and

WHEREAS, The Planning Commission of the City, on the 7th day of April, 2019, following proper notice, held a public hearing regarding the request, and following said public hearing, the Commission recommended approval of the request for sale of various properties owned by the City of Cambridge upon finding this request does comply with the Comprehensive Plan Adopted in 2017 by the Planning Commission and City Council; and

WHEREAS, The City Council will meet at its regularly scheduled meeting on the 20th day of May, 2019 and find these properties that are for sale and if sold and developed will be in the best interest of the community:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cambridge, Minnesota, approve the request for the sale of City of Cambridge owned properties located in various locations within the City of Cambridge (attached map of locations).

Adopted by the Cambridge City Council
this 20th day of May, 2019.

James Godfrey, Mayor

ATTEST:

Lynda Woulfe, City Administrator

Resolution No. R19-01

**RESOLUTION OF FINDINGS OF FACT APPROVING THE SALE OF LAND BY THE CITY OF CAMBRIDGE OR ITS ECONOMIC DEVELOPMENT AUTHORITY THAT IT MEETS THE COMPREHENSIVE PLAN ADOPTED IN 2017 BY THE PLANNING COMMISSION AND CITY COUNCIL.
(ATTACH MAP OF SITES)**

WHEREAS, City of Cambridge and Economic Development Authority, owners of various property in, Cambridge, MN, 55008, are requesting authorization to sell property for Economic Development purposes for recruitment, retention, and/or expansion projects and this action is characterized as blanket approval of properties being actively marketed rather than approval of any particular transaction; and

WHEREAS, The Planning Commission of the City has completed a review of this request and city staff has made a report pertaining to said request, a copy of which will be presented to the City Council; and

WHEREAS, The Planning Commission of the City, on the 7th day of May, 2019, following proper notice, held a public hearing regarding the request, and following said public hearing, the Commission recommended approval of the request for sale of various properties owned by the City of Cambridge or the Economic Development Authority upon finding this request does comply with the Comprehensive Plan Adopted in 2017 by the Planning Commission and City Council; and

WHEREAS, The City Council and Economic Development Authority will meet at its regularly scheduled meeting on the 20th day of May, 2019 and find these properties that are for sale and if sold and developed will be in the best interest of the community:

(1) Harmony. The sale of land is in the best interest of the City and Economic Development Authority for development, redevelopment, job creation and tax base purposes.

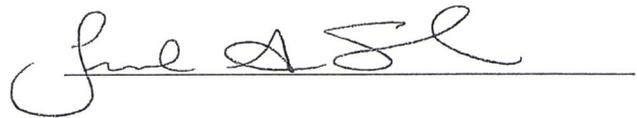
The propose will be in harmony of the intent of the Zoning Ordinance and Comprehensive Plan for land use.

(2) Economic Considerations. Economic considerations alone shall not constitute the sole purpose.

Following the Comprehensive Plan and Zoning Ordinance creates a foundation for a strong community in community and economic development.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of Cambridge, Minnesota, approves the request for the sale of City of Cambridge and Economic Development Authority owned properties located in various locations within the City of Cambridge (attached map of locations and parcel ID numbers).

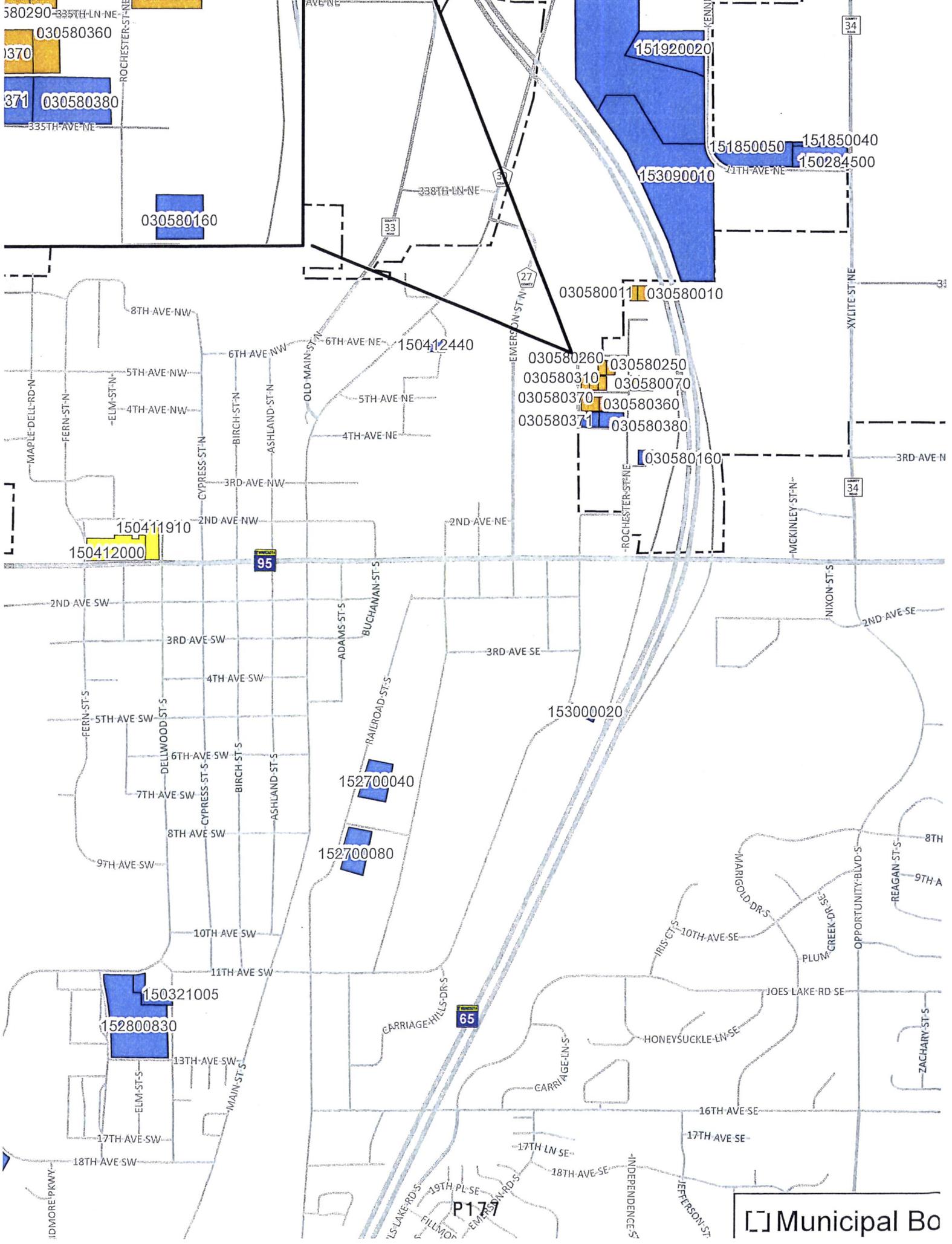
Adopted by the Cambridge City Council
this 7th day of May, 2019.

A handwritten signature in cursive script, appearing to read "Julie Immel", written over a horizontal line.

Julie Immel, Chair

ATTEST:

A handwritten signature in cursive script, appearing to read "Marcia Westover", written over a horizontal line.
Marcia Westover, Community Development Director



□ Municipal Bo

ParcelId	OwnerAddress1	OwnerAddress2	OwnerAddress3
SPIRIT RIVER DEVELOPMENT			
152920010	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
152920030	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
152850020	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
CAMBRIDGE OPPORTUNITY INDUSTRIAL PARK			
153090020	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
151850050	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
150284500	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
153090010	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
151920020	CITY OF CAMBRIDGE	301 3RD AVE NE	CAMBRIDGE MN 55009
151920010	CITY OF CAMBRIDGE	302 3RD AVE NE	CAMBRIDGE MN 55010
RUM RIVER BUSINESS PARK			
150051704	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
150051704	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
HERITAGE GREENS			
150321005	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
152800830	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
WOODDCREST PARK CHURCH DEVELOPMENT AREA			
030580380	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
030580371	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
030580160	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
GARFIELD STREET PROPERTY			
153000020	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
SOUTHEATS INDUSTRIAL PARK			
152700040	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
152700080	CITY OF CAMBRIDGE	300 3RD AVE NE	CAMBRIDGE MN 55008
CALHOUN PLACE LOT			
150412440	CITY OF CAMBRIDGE	303 3RD AVE NE	CAMBRIDGE MN 55011
PROPOSED LIBRARY PARCELS			
150412000	BAAS PROPERTIES LLC	548 1ST AVE W	CAMBRIDGE MN 55008
150411910	BAAS PROPERTIES LLC	548 1ST AVE W	CAMBRIDGE MN 55009

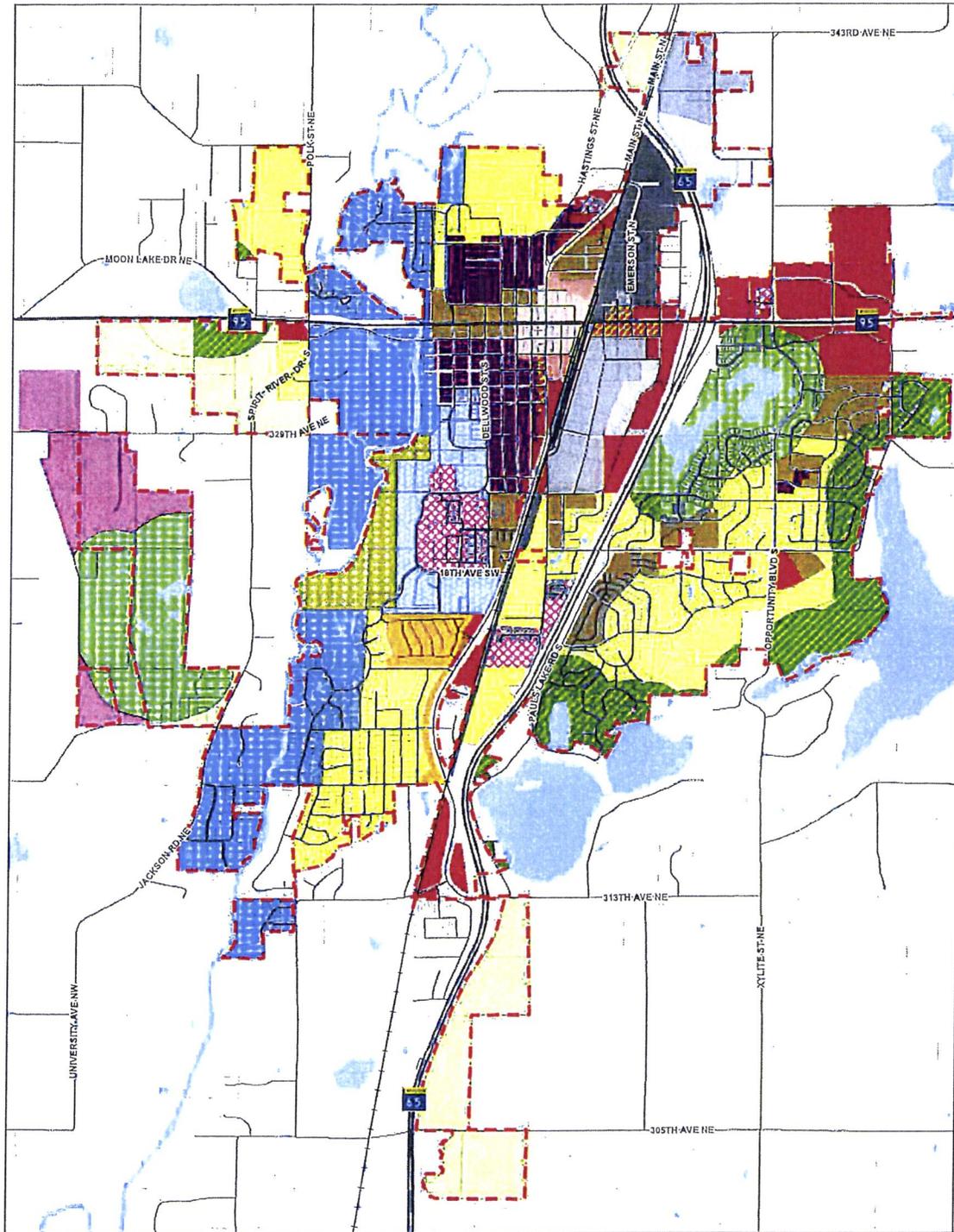
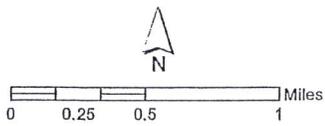


Figure 7-1
Zoning Districts
 Cambridge, Minnesota



Zoning Districts & Acreage

- Rural Residence/Agricultural (RA) - 377 ac
- One Family Residence District (R-1) - 770 ac
- One Family Residence District (R-1A) - 151 ac
- One and Two Family Residence District (R-2) - 58 ac
- Multiple Family Residence District (R-3) - 200 ac
- Business Transition (BT) - 15 ac
- Downtown Business District (B-1) - 31 ac
- Downtown Fringe Business District (B-1A) - 15 ac
- Highway Business District (B-2) - 296 ac
- Professional Medical (PM) - 131 ac
- Low-Impact Business-Industrial District (I-1) - 73 ac
- Limited Industrial (I-2) - 150 ac
- General Industrial (I-3) - 138 ac
- Industrial Transition (IT) - 2 ac
- Shoreland Special Protection District (SSP) - 464 ac
- Shoreland General Development District (GD) - 10 ac
- Shoreland Residential (SR) - 297 ac
- Urban Reserve (UR) - 1 ac
- Scenic River I District (SR-I) - 1 ac
- Scenic River II District (SR-II) - 556 ac
- Scenic River III District (SR-III) - 85 ac
- Airport District - 184 ac
- Planned Unit Development (PUD) - 103 ac

Source: City of Cambridge, 2016

Produced by: Alyssa Zimmerle
 October, 2016

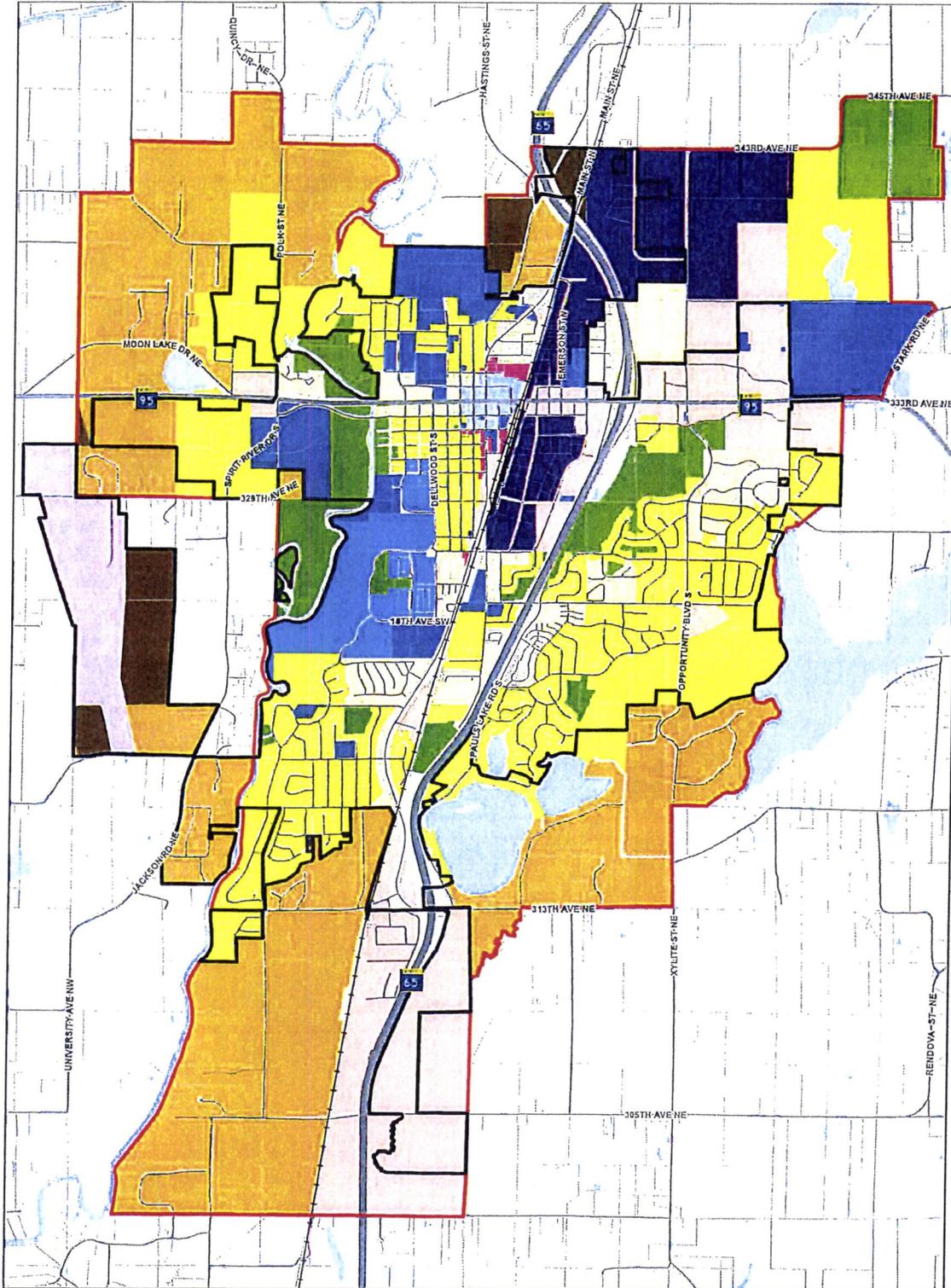
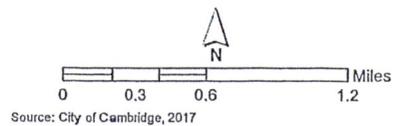


Figure 7-3
Future Land Use
 Cambridge, Minnesota



City Boundary	Industrial (558 ac)
USA I Boundary	Public/Quasi-Public (489 ac)
Future Land Use (Acres)	Professional/Medical (224 ac)
Agricultural (221 ac)	Airport (259 ac)
Rural Residential (2,369 ac)	General Commercial (1,010 ac)
High Density Residential (476 ac)	Downtown Commercial (28 ac)
Low Density Residential (1,820 ac)	Fringe/Transition Commercial (16 ac)
Park/Recreational (545 ac)	

Produced by: Alysa Zimmerman
 January, 2017

7B Approve Resolution R19-035 Accept Bid and Award Contract for West Water Tower May 20, 2019

Prepared by: Todd Schwab, Public Works/Utilities Director

Background

On Friday, May 10, 2019, staff received and opened bids for the 750,000 Gallon West Water Tower Improvement project. A total of four bids were received and Phoenix Fabricators from Avon, Indiana is the low bidder at \$2,159,840.00.

	Contractor	Total Bid
1	Phoenix Fabricators	\$2,159,840.00
2	Landmark Structures	\$2,227,850.00
3	Caldwell Tanks	\$2,236,716.00
4	CB&I	\$2,276,850.00
	Engineer's Estimate	\$3,195,000

Phoenix Fabricators has successfully constructed numerous water towers. They are currently constructing a similar tank in Brainerd, and they have the backing of their bonding company to support their bid.

Also included is a proposal from SEH to perform construction related services (Agenda item 7B1). These services include preconstruction coordination, part time on-site construction observation, construction staking, construction administration, project closeout, and record plan preparation. The estimated cost of these services is \$115,000.

The water tower is located in proximity to the airport that the FAA is required to conduct a study to determine if it will affect aviation. The FAA has found this tower has no effect on Instrument Flight Rules (IFR) or Visual Flight Rules (VFR) operations or minimum flight altitudes, would not exceed traffic pattern airspace, would have no physical or electromagnetic effect on air navigation or communications, and would have no effect on military airspace and routes. Similar to the existing tower located on Rum River Drive, it does exceed the imaginary Horizontal Surface of the airport by 19'. Therefore, they are providing this to the public for comment until June 16 at which those comments, if any, will need to be addressed. Therefore, we are asking Council to approve the contract contingent upon FAA signing off on placement and height of structure.

Fiscal Note

The tower has been in the City's long-range plan for many years and rates have been set in accordance with this planned construction. Bonds will be issued to fund the construction cost.

Recommendation

Staff recommends the project be awarded, pending the completion of the June 16th FAA public comment period, to Phoenix Fabricators in the amount of 2,159,840.00 which compares favorably with the engineer's estimate. Staff also recommends approving the SEH contract for construction related services.

Council Action

Approve Resolution R19-035 Accepting Bid and Award Contract to Phoenix Fabricators for the West Water Tower Improvements **and** the proposal from SEH for construction services.

Included

1. Resolution R19-035 Accepting Bid and Awarding a Contract.
2. Proposal from SEH for construction services.

RESOLUTION NO. R19-035

Resolution Accepting Bid and Awarding Contract to Phoenix Fabricators and Erectors for the 750,000 gallon West Water Tower Improvements

WHEREAS, pursuant to an advertisement for bids for the 750,000 Gallon West Water Tower Improvements, four bids were received on May 10, 2019; and

WHEREAS, it appears that Phoenix Fabricators and Erectors, LLC is the lowest responsible bidder, and

WHEREAS, the FAA has an open comment period on the water tower project due to its proximity to the Cambridge Municipal Airport.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CAMBRIDGE, MINNESOTA:

1. The Mayor and the City Administrator are hereby authorized and directed to enter into a contract with Phoenix Fabricators and Erectors, LLC in the amount of \$2,159,840.00, contingent upon the FAA's final approval after closure of the June 16, 2019 comment period, in the name of the City of Cambridge for these Improvements, according to the plans and specifications approved by the City council, and on file in the office of the City Administrator. If the FAA does not grant final approval, the Council will reject all bids and not pursue the project.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits with their bid, except the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Passed by the City Council of the City of Cambridge this 20th day of May, 2019.

James A. Godfrey, Mayor

ATTEST:

Linda J. Woulfe, City Administrator



Building a Better World
for All of Us®

May 14, 2019

RE: Cambridge, MN
West Water Tower Construction
SEH No. 149146 14.00

Ms. Lynda Woulfe
City Administrator
City of Cambridge
300 Third Avenue NE
Cambridge, MN 55008

Dear Ms. Woulfe:

SEH is pleased to submit this proposal for construction engineering services for the new 750,000 gallon water tower project. The improvements are defined in the construction plans dated April 15, 2019. Bids were opened on May 10, 2019, and Phoenix Fabricators is the low bidder. Construction is anticipated to begin in June of this year and be complete by the end of September, 2020.

These services consist of preconstruction coordination, on-site observation by Resident Project Representatives (RPRs) for the site related underground utility work, water tower construction, protective coatings and welding observation, construction staking, construction administration, project close out and record plan preparation. To effectively serve the City and ensure the project is constructed in accordance with the plans and specifications, we are proposing to provide onsite observation during critical points of the construction process.

Based upon the above schedule, we estimate the total fee for these services to be \$118,000. This fee will not be exceeded without review and authorization by the City. This work will be performed in accordance with the General Agreement for Engineering Services between the City and SEH. Services will be invoiced monthly on the basis of actual hours spent at current billing rates plus the actual cost of reimbursable expenses. If this proposal is acceptable, please sign one copy and return it to us for our records.

Sincerely,

Todd M. Blank
Todd M. Blank, PE
Principal

Accepted this _____ day of _____, 2019
City of Cambridge, Minnesota

By _____

Attest _____

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Prepared by: Marcia Westover, Community Development Director

Background

The City of Cambridge is preparing to build a water tower on the west side of the city near the Armed Forces Reserve Center. Plans are in place to construct the water tower this summer. Access to this water tower needs to be provided. The land has been purchased, and this plat of 2nd Avenue SW will give the city the right-of-way to access the water tower site.

In addition to the water tower access, securing the 2nd Avenue right-of-way prepares this area for future development. With the right-of-way secured, development can commence leading into the property known as the Kelly property. Previous plans have shown residential development for this area with commercial development at the corner of Spirit River Drive and Highway 95.

The right-of-way plat consists of 1.27 acres. The area to the north is zoned commercial, to the south is R-1 One Family Residence, to the west is RA Rural Residence/Agriculture, to the east is Scenic River II (Anoka Ramsey Community College). No infrastructure is installed along the right-of-way at this time.

Planning Commission

At their regular meeting on May 7, 2019, the Planning Commission recommended approval of the proposed preliminary plat named Cambridge 2nd Avenue SW.

City Council Action

Motion on the attached Resolution R19-036 approving the preliminary plat for Cambridge 2nd Avenue SW.

Attachments

1. Planning Commission draft minutes from May 7, 2019
2. Location Map
3. Preliminary Plat
4. Resolution

Cambridge Planning Commission Meeting Minutes
Tuesday, May 7, 2019

A regular meeting of the Cambridge Planning Commission was held on Tuesday, May 7, 2019, at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: Chair Julie Immel, Vice Chair Monte Dybvig, Member Robert Boese, Member Arianna Weiler and Council Appointee Marlys Palmer.

Members Absent: Member Marisa Harder-Chapman (Excused) and Member Aaron Berg (Excused).

Staff Present: Community Development Director Marcia Westover and Economic Development Director Stan Gustafson.

Call to Order & Pledge of Allegiance

Immel called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

Approval of the Agenda

Item 5D Public Hearing – Easement Vacation, Mike Hout, 215 Opportunity Blvd. N. was removed from the agenda since it was withdrawn. Palmer moved, seconded by Dybvig, to approve the agenda as presented. Motion carried 5/0.

Approval of Minutes

Dybvig moved, seconded by Boese to approve the April 2, 2019 minutes as presented. Motion carried 5/0.

Public Comment

Immel opened the public comment period at 7:01 pm and, without any comments, closed the public comment period at 7:02 pm.

New Business

PUBLIC HEARING – Approve Resolution R19-01 Authorizing Sale/Disposal of City and EDA Owned Properties

Westover stated staff is seeking authorization from the Planning Commission to proceed with marketing and sale of properties acquired by the City of Cambridge and Economic Development Authority (EDA). The City of Cambridge or the Economic Development Authority will take final action on the specific terms of each proposed sale of its assets. Therefore, the Planning Commission action is characterized as blanket approval of properties being actively marketed rather than approval of any particular transaction. The current zoning of all of the parcels will remain the same. If there are changes to the zoning, or an interim or conditional use, a request would come before the Planning Commission. The purpose of this requirement is to allow review of overall municipal development by

the city planning commission, the authority charged with developing and reviewing the comprehensive land use plan for the municipality.

Immel opened up public hearing at 7:07 pm. Hearing no comments, the public hearing was closed at 7:08 pm.

Dybvig moved, seconded by Weiler, to recommend the Planning Commission approve Resolution R19-01 authorizing the sale/disposal of City of Cambridge and Economic Development Authority properties, as needed for housing and business development in concert with the City's comprehensive plan. Motion carried 5/0.

***PUBLIC HEARING – Preliminary Plat for Cambridge 2nd Avenue SW
Final Plat for Cambridge 2nd Ave SW***

Westover reported the City of Cambridge is preparing to build a water tower on the west side of the city near the Armed Forces Reserve Center (AFRC). Plans are in place to construct the water tower this summer. Access to this water tower needs to be provided. The land has been purchased and this plat of 2nd Avenue SW will give the City the right-of-way to access the water tower site.

Westover stated that this plat also secures the 2nd Avenue right-of-way preparing this area for future development. With the right-of-way secured, development can commence leading into the property known as the Kelly property. Previous plans have shown residential development for this area with commercial development at the corner of Spirit River Drive and Highway 95.

Westover noted the right-of-way plat consists of 1.27 acres. The area to the north is zoned commercial, to the south is R-1 One Family Residence, to the west is RA Rural Residence/Agriculture, to the east is Scenic River II (Anoka Ramsey Community College). No infrastructure is installed along the right-of-way at this time.

Immel opened the public hearing at 7:13 pm. Hearing no comments, Immel closed the public hearing at 7:15 pm.

Immel asked if the preliminary and final plats could be approved together. Westover stated yes.

Palmer moved, seconded by Boese, to recommend the City Council approve the proposed preliminary plat and the proposed final plat named Cambridge 2nd Avenue SW. Motion carried 5/0.

Other Business/Miscellaneous

City Council Update

Westover and Palmer updated the Commission on the last City Council meeting.

Parks Commission Update

Westover stated the last Parks, Trails, and Recreation Commission was cancelled due to no quorum.

Adjournment

Being no further business before the Cambridge Planning Commission, Dybvig moved, seconded by Weiler, to adjourn the regular meeting at 7:24 pm. Motion carried 5/0.

Julie Immel
Cambridge Planning Commission Chair

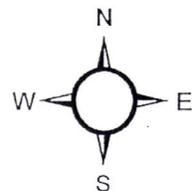
ATTEST:

Marcia Westover, Community Development Director

Cambridge 2nd Avenue SW plat

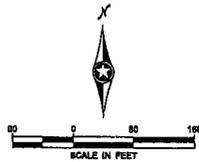
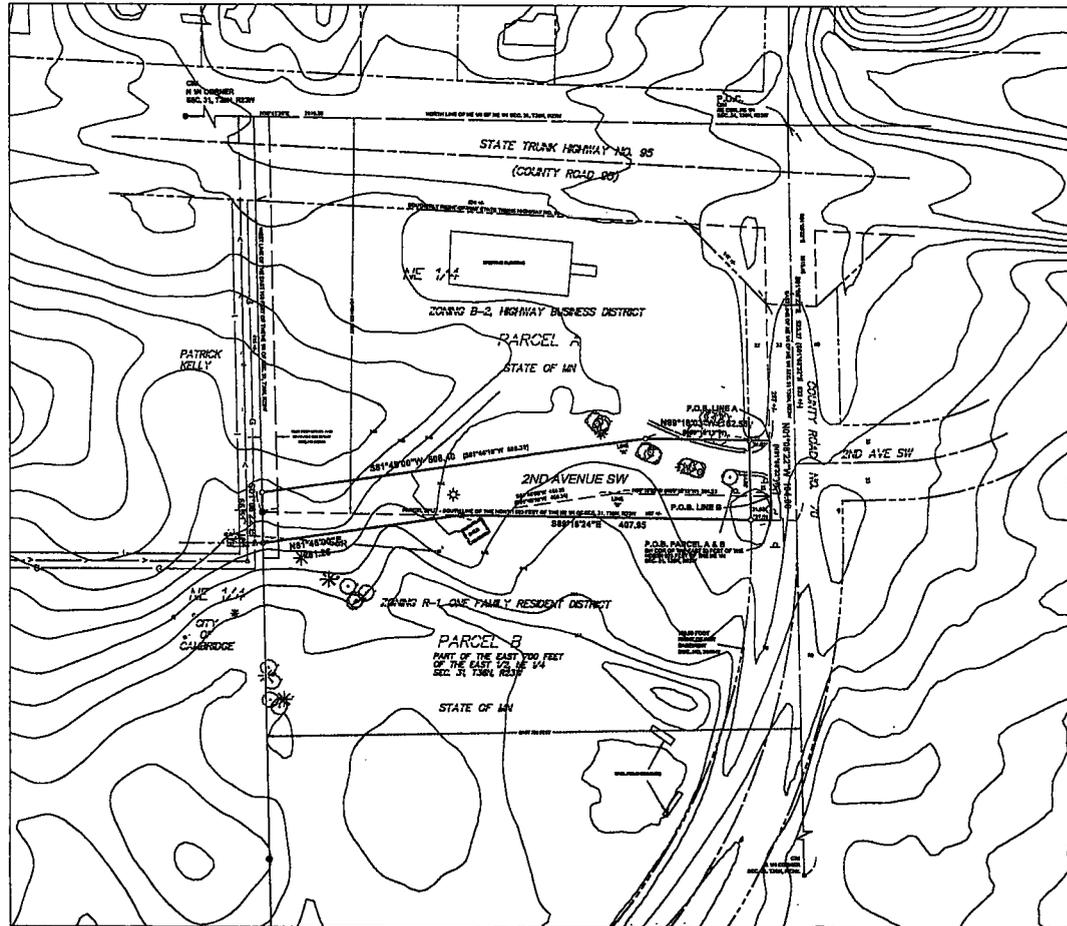
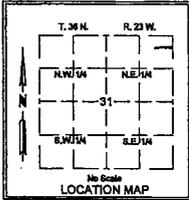


A request by the City of Cambridge to plat the right-of-way for 2nd Avenue SW. 2nd Avenue SW is to continue on the west side of Spirit River Dr./County Rd. 70 in the future.



PRELIMINARY PLAT OF

CAMBRIDGE 2ND AVENUE SW



FOR THE PURPOSE OF THIS PLAT, THE EAST LINE OF THE NE 1/4 OF SEC. 31, T. 26N., R. 23W. IS ASSUMED TO HAVE A BEARING OF S 01° 02' 22" E.

(S 58° 24' 38" W 32.48) DENOTES DESCRIPTION BEARING AND DISTANCE.

LEGAL DESCRIPTION

All that part of Parcel A described below which lies southerly of the following described line:
 Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31, Township 26, Range 22; thence South 01 degree 08 minutes 22 seconds East (assumed bearing) along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4; thence North 81 degrees 08 minutes 22 seconds West along said parallel line a distance of 104.85 feet to the point of beginning of Line "A" to be described; thence North 81 degrees 18 minutes 13 seconds West a distance of 182.35 feet; thence South 81 degrees 48 minutes 10 seconds West a distance of 508.38, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4 and said line thence terminating.

Parcel A is described as follows:
 That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section Thirty-one (31), Township Thirty-six (36), Range Twenty-three (23), described as follows: Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31; thence South along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; said point is the point of beginning of the parcel to be herein described; thence South along West parallel with the North line of said NE 1/4 of NE 1/4 a distance of 887 feet, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4; thence North along said West line a distance of 415 feet, more or less, to the Southerly right-of-way line of State Trunk Highway No. 95; thence East along said Southerly Highway right-of-way line a distance of 370 feet, more or less, to a bend in said Southerly Highway right-of-way line; thence Southerly continuing along said Southerly right-of-way line a distance of 147 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; thence South along said parallel line a distance of 287 feet, more or less, to the point of beginning and thence terminating. Subject to easements, restrictions and reservations of record, if any, Grant County, Minnesota.

Subject to easements, restrictions and reservations of record, if any, Grant County, Minnesota. Containing 50,482 (Calculated to be 50,047) square feet or 1.15 acres, more or less.

AND

All that part of Parcel B described below which lies northerly of the following described line:

Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31, Township 26, Range 22; thence South 01 degree 08 minutes 22 seconds East (assumed bearing) along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4; thence North 81 degrees 08 minutes 22 seconds West along said parallel line a distance of 31.52 feet to the point of beginning of Line "B" to be described; thence North 81 degrees 18 minutes 13 seconds West a distance of 204.33 feet; thence South 81 degrees 48 minutes 10 seconds West a distance of 498.34, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4 and said line thence terminating.

Parcel B is described as follows:

The East 700 feet of the East Half of Northeast Quarter (E 1/2 of NE 1/4) of Section 31, Township 26, Range 22, Grant County, Minnesota, EXCEPTING THEREFROM the South 782 feet thereof and FURTHER EXCEPTING THEREFROM that part of the Northeast Quarter of Section 31 (NE 1/4 of NE 1/4) of Section 31, Township 26, Range 22, Grant County, Minnesota, described as follows: Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31; thence South along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; said point is the point of beginning of the parcel to be herein described; thence South along West parallel with the North line of said NE 1/4 of NE 1/4 a distance of 887 feet, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4; thence North along said West line a distance of 415 feet, more or less, to the Southerly right-of-way line of State Trunk Highway No. 95; thence East along said Southerly Highway right-of-way line a distance of 370 feet, more or less, to a bend in said Southerly Highway right-of-way line; thence Southerly continuing along said Southerly right-of-way line a distance of 147 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; thence South along said parallel line a distance of 287 feet, more or less, to the point of beginning and thence terminating. Subject to easements, restrictions and reservations of record, if any, ALSO EXCEPTING FROM the tracts herein conveyed all public roads and easements of record.

Subject to easements, restrictions and reservations of record, if any, Grant County, Minnesota. Containing 8,288 square feet or 0.12 acre, more or less, of existing parcels.

Said tract contains 1.27 acres, more or less.

LEGEND

- DENOTES 1/2 INCH BY 18 INCH REBAR SET AND MARKED BY LICENSE NO. 45618
- DENOTES 3/4 INCH BY 18 INCH IRON PIPE SET AND MARKED BY LICENSE NO. 45618
- DENOTES POUND IRON PIPE UNLESS NOTED OTHERWISE
- GAS LINE
- WATER LINE
- SANITARY LINE
- P-BUR BURIED POWER LINE
- ⊙ STORM MANHOLE
- ⊙ TREE
- ⊙ ELECTRICAL BOX
- ⊙ SIGN
- ⊙ VAULT
- ⊙ LIGHT POLE
- ⊙ HYDRANT
- ⊙ TELEPHONE PEDISTAL
- ⊙ SANITARY MANHOLE

P220



Resolution No. R19-036

**RESOLUTION APPROVING CAMBRIDGE 2ND AVENUE SW PRELIMINARY PLAT
(WEST OF SPIRIT RIVER DR S)**

WHEREAS, the City of Cambridge has recently purchased property from the State of Minnesota for the purpose of 2nd Avenue SW right-of-way; and

WHEREAS, the City intends to construct a water tower and this right-of-way access is essential to construct the water tower; and

WHEREAS, the right-of-way is aligned to encourage future development in the area; and

WHEREAS, The Planning Agency of the City has completed a review of the request and made a report pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, The Planning Commission of the City, on the 7th day of May, 2019, following proper notice, held a public hearing to review the request and adopted a recommendation that the preliminary plat be approved; and

WHEREAS, the City Council, on the 20th day of May, 2019, reviewed the Planning Commission's recommendation and the information prepared by the Planning Agency of the City and finds that the proposed preliminary plat is compatible with the City's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Cambridge, Minnesota, approves the preliminary plat of Cambridge 2nd Avenue SW:

Adopted by the Cambridge City Council
This 20th day of May, 2019

Jim Godfrey, Mayor

ATTEST:

Linda J. Woulfe, City Administrator

Prepared by: Marcia Westover, Community Development Director

Background

The City of Cambridge is preparing to build a water tower on the west side of the city near the Armed Forces Reserve Center. Plans are in place to construct the water tower this summer. Access to this water tower needs to be provided. The land has been purchased, and this plat of 2nd Avenue SW will give the city the right-of-way to access the water tower site.

In addition to the water tower access, securing the 2nd Avenue right-of-way prepares this area for future development. With the right-of-way secured, development can commence leading into the property known as the Kelly property. Previous plans have shown residential development for this area with commercial development at the corner of Spirit River Drive and Highway 95.

The final plat is consistent with the preliminary plat and no infrastructure is proposed at this time.

Planning Commission Action

At their regular meeting on May 7, 2019, the Planning Commission recommended approval of the proposed final plat named Cambridge 2nd Avenue SW.

City Council Action

Motion on the attached Resolution R19-037 approving the final plat for Cambridge 2nd Avenue SW.

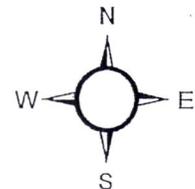
Attachments

1. Location Map
2. Final Plat
3. Resolution

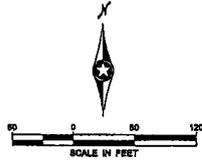
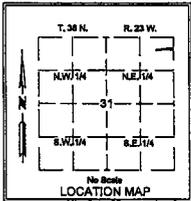
Cambridge 2nd Avenue SW plat



A request by the City of Cambridge to plat the right-of-way for 2nd Avenue SW. 2nd Avenue SW is to continue on the west side of Spirit River Dr./County Rd. 70 in the future.



CAMBRIDGE 2ND AVENUE SW

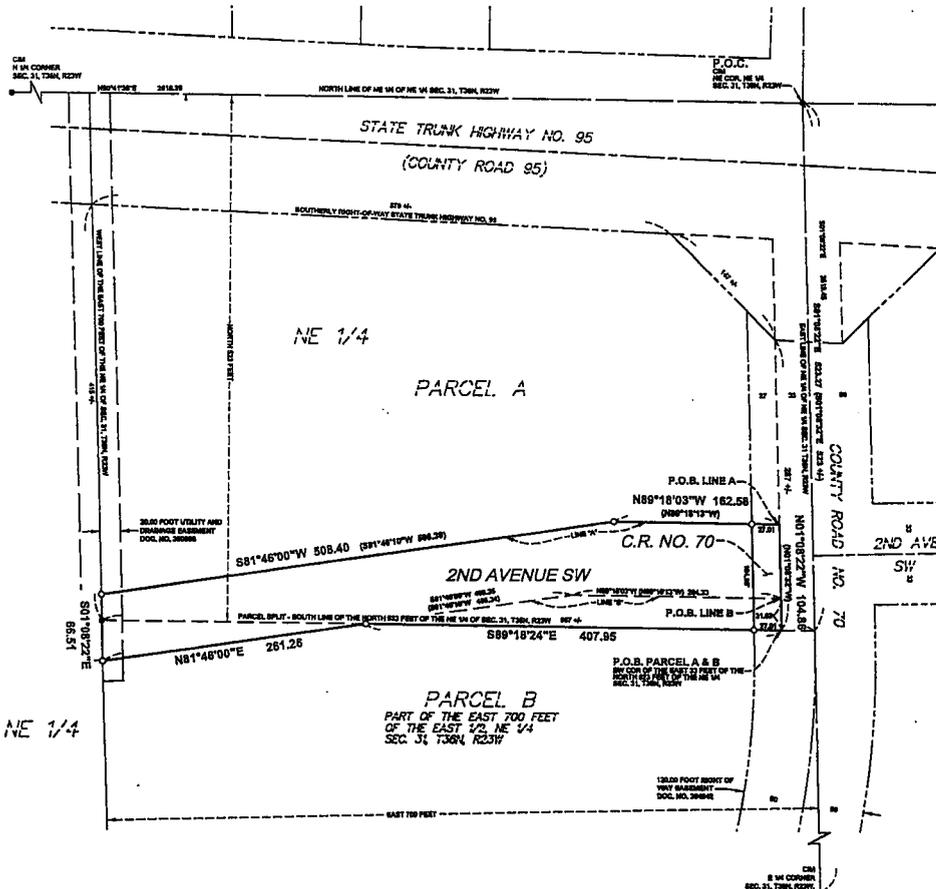


FOR THE PURPOSE OF THIS PLAT, THE EAST LINE OF THE NE 1/4 OF SEC. 31, T36N, R23W IS OBSERVED TO HAVE A BEARING OF S 01° 02' 22" E.

(S 68° 24' 00" W 324.0) DENOTES DESCRIPTION BEARING AND DISTANCE.

LEGEND

- DENOTES 1/2 INCH BY 18 INCH REBAR SET AND MARKED BY LICENSE NO. 45818
- DENOTES 3/4 INCH BY 18 INCH IRON PIPE SET AND MARKED BY LICENSE NO. 45818
- DENOTES FOUND IRON PIPE UNLESS NOTED OTHERWISE



INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Cambridge, a Minnesota Municipal Corporation, has owner of the following described property situated in the Isanti County, Minnesota, to wit:

All that part of Parcel A described below which lies southerly of the following described line:

Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31, Township 36, Range 23; thence South 01 degree 08 minutes 32 seconds East (assumed bearing), along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4; thence North 01 degree 08 minutes 32 seconds West along said parallel line a distance of 104.88 feet to the point of beginning of Line "A" to be described; thence North 89 degrees 18 minutes 13 seconds West a distance of 162.58 feet; thence South 81 degrees 08 minutes 18 seconds West a distance of 508.26, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4 and said line thence terminating.

Parcel A is described as follows:

That part of the Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4) of Section Thirty-one (31), Township Thirty-six (36), Range Twenty-three (23), described as follows: Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31; thence South along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; thence North 01 degree 08 minutes 32 seconds West along said parallel line a distance of 104.88 feet to the point of beginning of the parcel to be herein described; thence continuing West parallel with the North line of said NE 1/4 of NE 1/4 a distance of 897 feet, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4; thence North along said West line a distance of 415 feet, more or less, to the Southeast right-of-way line of State Trunk Highway No. 95; thence East along said Southeast right-of-way line a distance of 570 feet, more or less, to a base to said County Highway right-of-way line; thence Southwesterly continuing along said Southeast right-of-way line a distance of 147 feet, more or less, to the point of intersection with a line drawn parallel with and distant 270 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; thence South along said parallel line a distance of 237 feet, more or less, to the point of beginning and thence terminating. Subject to assessments, restrictions and reservations of record, if any, Isanti County, Minnesota.

Subject to assessments, restrictions and reservations of record, if any, Isanti County, Minnesota. Containing 20,482 (calculated to be 20,047) square feet or 1.15 acres, more or less.

AND

All that part of Parcel B described below which lies northerly of the following described line:

Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31, Township 36, Range 23; thence South 01 degree 08 minutes 32 seconds East (assumed bearing) along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4; thence North 01 degree 08 minutes 32 seconds West along said parallel line a distance of 21.82 feet to the point of beginning of Line "B" to be described; thence North 89 degrees 18 minutes 13 seconds West a distance of 162.58 feet; thence South 81 degrees 08 minutes 18 seconds West a distance of 490.24, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4 and said line thence terminating.

Parcel B is described as follows:

The East 700 feet of the East Half of Northeast Quarter (E 1/2 of NE 1/4) of Section 31, Township 36, Range 23, Isanti County, Minnesota, EXCEPTING THEREFROM the South 712 feet thereof and FURTHER EXCEPTING THEREFROM that part of the Northeast Quarter of Northeast Quarter (NE 1/4 of NE 1/4) of Section Thirty-one (31), Township Thirty-six (36), Range Twenty-three (23), described as follows: Commencing at the Northeast corner of the NE 1/4 of NE 1/4 of Section 31; thence South along the East line of said NE 1/4 of NE 1/4 a distance of 523 feet, more or less, to the point of intersection with a line drawn parallel with and distant 523 feet South of the North line of said NE 1/4 of NE 1/4, as measured at right angles to the North line of said NE 1/4 of NE 1/4; thence West along said parallel line a distance of 33 feet, more or less, to the point of intersection with a line drawn parallel with and distant 33 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; thence North 01 degree 08 minutes 32 seconds West along said parallel line a distance of 104.88 feet to the point of beginning of the parcel to be herein described; thence continuing West parallel with the North line of said NE 1/4 of NE 1/4 a distance of 897 feet, more or less, to the West line of the East 700 feet of said NE 1/4 of NE 1/4; thence North along said West line a distance of 415 feet, more or less, to the Southeast right-of-way line of State Trunk Highway No. 95; thence East along said Southeast right-of-way line a distance of 570 feet, more or less, to a base to said County Highway right-of-way line; thence Southwesterly continuing along said Southeast right-of-way line a distance of 147 feet, more or less, to the point of intersection with a line drawn parallel with and distant 270 feet West of the East line of said NE 1/4 of NE 1/4, as measured at right angles to the East line of said NE 1/4 of NE 1/4; thence South along said parallel line a distance of 237 feet, more or less, to the point of beginning and thence terminating. Subject to assessments, restrictions and reservations of record, if any, ALSO EXCEPTING from the lands herein conveyed all public roads and easements of record.

Subject to assessments, restrictions and reservations of record, if any, Isanti County, Minnesota. Containing 6,290 square feet or 0.12 acre, more or less, of existing parcel.

Said land contains 1.27 acres, more or less.

Here caused the same to be surveyed and platted as CAMBRIDGE 2ND AVENUE SW, and do hereby dedicate to the public for public use, the public ways as created by this plat.

In witness whereof said City of Cambridge, a Minnesota Municipal Corporation, has caused these presents to be signed by its proper officers this ___ day of ___, 20__.

By: _____ Mayor Attest: _____ City Administrator
Jim Godfrey Lynda J. Weidts

STATE OF MINNESOTA
COUNTY OF ISANTI

The foregoing instrument was acknowledged before me this ___ day of ___, 20__ by Jim Godfrey, Mayor and by Lynda J. Weidts, City Administrator.

Notary printed name _____
Notary Public, Isanti County, Minnesota
My Commission Expires _____

CITY APPROVAL

STATE OF MINNESOTA
COUNTY OF ISANTI
CITY OF CAMBRIDGE

We do hereby certify that on the ___ day of ___, 20__, the accompanying plat was duly approved by the City Council of the City of Cambridge, Minnesota. In testimony whereof, we have hereunto signed our names this ___ day of ___, 20__.

Mayor Attest: _____ City Administrator
Jim Godfrey Lynda J. Weidts

Approved by the Planning Council, City of Cambridge, Minnesota this ___ day of ___, 20__.

Chairperson Secretary

This plat was recommended for approval this ___ day of ___, 20__.

Cambridge City Engineer

COUNTY SURVEYOR

I certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ___ day of ___, 20__.

Isanti County Surveyor
Mica License No. _____

SURVEYOR'S CERTIFICATE

I, Christopher D. Mann, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and notes are correctly designated on this plat; that all measurements depicted on this plat have been, or will be, accurately and truthfully made within one year; that all water courses and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ___ day of ___, 20__.

Christopher D. Mann, Licensed Land Surveyor
Minnesota License No. 45818

STATE OF MINNESOTA

COUNTY OF CLAMATH

This instrument was acknowledged before me this ___ day of ___, 20__ by Christopher D. Mann.

Notary printed name _____
Notary Public, Clamath County, Minnesota
My Commission Expires _____

PROPERTY RECORDS AND LICENSING

Three dollars in the year 20__ on the land herein described have been paid, there are no delinquent taxes and transfer has been entered this ___ day of ___, 20__.

Isanti County Auditor-Treasurer

I hereby certify that this instrument was filed in the Office of the County Recorder for the record on this ___ day of ___, 20__ at ___ o'clock ___, and was duly recorded in Isanti County Records as Document No. _____.

Isanti County Recorder
By _____ Deputy



P204

REVISION: 01/14/2014 14:00:00 BY: JWG/CA 1490205 P: 1/14/2014 1:17 PM

Resolution No. R19-037

**RESOLUTION APPROVING CAMBRIDGE 2ND AVENUE SW FINAL PLAT
(WEST OF SPIRIT RIVER DR S)**

WHEREAS, the City of Cambridge has recently purchased property from the State of Minnesota for the purpose of 2nd Avenue SW right-of-way; and

WHEREAS, the City intends to construct a water tower and this right-of-way access is essential to construct the water tower; and

WHEREAS, the right-of-way is aligned to encourage future development in the area; and

WHEREAS, The Planning Agency of the City has completed a review of the request and made a report pertaining to said request, a copy of which has been presented to the City Council; and

WHEREAS, The Planning Commission of the City, on the 7th day of May, 2019, held a meeting to review the request and adopted a recommendation that the final plat be approved; and

WHEREAS, the City Council, on the 20th day of May, 2019, reviewed the Planning Commission's recommendation and the information prepared by the Planning Agency of the City and finds that the proposed final plat is compatible with the City's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Cambridge, Minnesota, approves the final plat of Cambridge 2nd Avenue SW:

Adopted by the Cambridge City Council
This 20th day of May, 2019

Jim Godfrey, Mayor

ATTEST:

Linda J. Woulfe, City Administrator

Item 7E
Abatement of Blight Structure located at 15.069.0620

May 20, 2019

Author: Carri Levitski

Background

Upon receiving a complaint, a property compliance notice was mailed to the property owner of PIN 15.069.0620 regarding exterior maintenance on the accessory structure located on this property. There are no other structures on this property as it is being used accessory to the property located at 129 2nd Ave SW (House of Liu restaurant).

According to §92.21, once an officer charged with enforcement determines that a public nuisance exists, we are to notify the owner of the premises and order the nuisance be terminated or abated. The owner was mailed a letter on April 11, 2019 with a compliance date of May 11, 2019. Upon reinspection on May 14, 2019, the violations remained. Chapter 92 of the City Code addresses nuisances. §92.16 (l) states:

Buildings, fences, and other structures which have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be a public nuisance because they: 1) are unsightly, 2) decrease adjoining landowners and occupants enjoyment of their property and neighborhood, and 3) adversely affect property values and neighborhood pattern.

Since the violation has not been resolved within the time specified, staff must bring this issue before the City Council. We have provided notice of this to the property owner in the letter dated April 11, 2019.

The owner of the property which a nuisance is abated by the City is personally liable for the cost to the City for the abatement, including administrative costs. If Council chooses to abate the violation, we will direct our abatement contractor to perform the work and bill the City. Once the City receives the invoice, we will bill the property owner. If the property owner does not pay the invoice, the cost of abatement will be assessed to the property for collection with taxes.

Fiscal Note:

If unpaid, the cost of the abatement will be assessed to the property, therefore, there is no financial burden on the City.

City Council Action:

Discuss and give direction to staff whether or not the City Council would like to proceed with abatement of the violation.

Attachments

1. April 11, 2019 letter to property owner
2. Location of property and violation
3. Photograph of structure

April 11, 2019

Chen Hua Li & Da-Hao Liu
31947 Lakeway Dr NE
Cambridge, MN 55008

RE: PIN: 15.069.0620, 129B 2nd Ave SW, Cambridge, Minnesota 55008

Dear Mr. & Mrs. Liu:

A recent inspection concerning your property has revealed a code compliance violation in need of correction.

According to City Code §92.16 (I):Building Maintenance and Appearance

Buildings, fences, and other structures which have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be public nuisances because they: 1) are unsightly, 2) decrease adjoining landowners and occupants enjoyment of their property and neighborhood, and 3) adversely affect property values and neighborhood pattern.

We understand that no one enjoys receiving a city code violation letter but city codes help keep our community safe, welcoming, and attractive. To help preserve the character and appeal of the City of Cambridge, **please repair or remove this structure that has become unsightly. Thank you.**

The compliance date to correct this violation is **May 11, 2019**. If the violations are not corrected by this date, this matter will go before the City Council on **May 20, 2019 at approximately 6:00 pm**. At that time, the City Council will consider abatement of this nuisance. You are able to attend this meeting and be heard by the City Council regarding this matter. According to §92.22 the owner is responsible for the cost of abatement.

If you feel there has been an error, or you are unable to make the corrections in the required time or you need help understanding how to return your property into compliance, please call me at 763-552-3257 or email clevitski@ci.cambridge.mn.us. Policy requires a request for an extension be made in writing or via email. Thank you in advance for your cooperation.

Respectfully,



Carri Levitski
Community Development Specialist





2ND AVE SW

ASHLAND ST S

MAIN ST S

Post Office

Structure

3RD AVE SW

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Feet

0 20 40 80



NO
PARKING

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05/14/2019