

CITY OF HAM LAKE

15544 Central Avenue NE
Ham Lake, Minnesota 55304
(763) 434-9555
Fax: (763) 434-9599

CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY AGENDA TUESDAY, JANUARY 19, 2021

OATH OF OFFICE – Fire Chief/Emergency Management Director Kyle Bode

1.0 CALL TO ORDER - 6:00 P.M. – Pledge of Allegiance

2.0 PUBLIC COMMENT

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS

3.1 Lt. Schuldt, Anoka County Sheriff's Office Monthly Report

3.2 Tom Johnson – Adoption and presentation of a Resolution for years of service as Councilmember and Planning Commissioner

4.0 CONSENT AGENDA

These items are considered to be routine and will be enacted in one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in normal sequence. (All items listed on the Consent Agenda are recommended for approval.)

4.1 Approval of minutes of January 4, 2021

4.2 Approval of claims

4.3 Approval of an Exempt Permit for Brooklyn Park Fire Foundation Inc. to hold a raffle on July 9, 2021 at Majestic Oaks Golf Club, 701 Bunker Lake Boulevard NE

4.4 Approval of the 2022 Budget for the Upper Rum River Watershed Management Organization

4.5 Approval of the Agreement with Northern Lighter Pyrotechnics for fireworks display on Saturday, July 3, 2021 at Lion's Park (1220 157th Avenue NE)

4.6 Approval of scheduling the Recycling Days for Saturday, May 1st and Saturday, September 11th, 2021

4.7 Approval of a Resolution to appoint signers and authorized traders for bank and investment accounts

4.8 Approval of the Ham Lake Haulers/Street Light Billing Agreement

5.0 PLANNING COMMISSION RECOMMENDATIONS – None

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES

7.1 Finance Director Andrea Worcester – 4th Quarter Financial Report

8.0 CITY ATTORNEY

9.0 CITY ENGINEER

10.0 CITY ADMINISTRATOR

11.0 COUNCIL BUSINESS

11.1 Committee Reports

11.2 Discussion of signage for Home Occupation Permits

11.3 Announcements and future agenda items

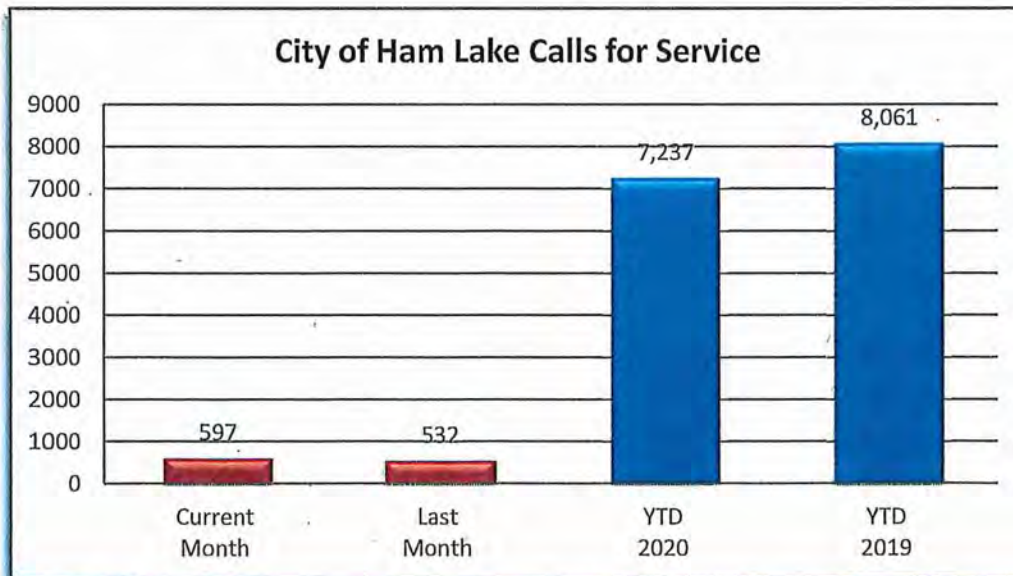
ANOKA COUNTY SHERIFF'S OFFICE MONTHLY REPORT

SECTION II

PATROL DIVISION

CITY OF HAM LAKE - DECEMBER 2020

OFFENSE	JAN	FEB	MAR	APR	*MAY	*JUN	*JUL	*AUG	SEP	OCT	NOV	DEC	YTD 2020	YTD 2019
Call for Service	671	572	518	648	601	617	655	604	625	597	532	597	7,237	8,061
Burglaries	1	1	0	3	1	1	1	0	7	2	1	1	19	18
Thefts	10	15	13	12	15	16	20	14	23	18	13	21	190	221
Crim Sex Conduct	2	0	0	1	1	0	0	0	1	0	0	0	5	11
Assault	1	0	4	6	2	2	2	0	1	0	1	1	20	15
Dam to Property	2	4	5	3	4	2	6	4	3	6	3	7	49	65
Harass Comm	0	2	0	0	0	4	1	0	0	0	0	0	7	5
Felony Arrests	7	3	2	8	8	5	5	6	11	3	2	3	63	68
Gross Misd Arrests	2	0	0	5	0	3	1	1	2	0	0	1	15	11
Misd Arrests	13	3	8	12	5	4	8	11	2	4	5	12	87	85
DUI Arrests	5	1	3	2	3	7	3	3	3	5	3	0	38	32
Domestic Arrests	1	1	2	1	0	2	3	0	5	2	2	0	19	18
Warrant Arrests	3	2	6	1	3	2	3	7	2	8	3	7	47	72
Traffic Arrests	59	45	28	19	34	52	30	45	24	42	23	33	434	529



* The Calls for Service numbers for May through August have been revised to exclude traffic stops.



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RESOLUTION NO. 21-XX

WHEREAS, Tom Johnson served as a Planning Commissioner from February, 1991 to December, 2008 and Councilmember from January, 2009, to December, 2020; and

WHEREAS, his ability to listen to his constituents was exemplified by his willingness to explore new concepts and ideas; and

WHEREAS, he gave this valuable service in a thoughtful and intelligent manner making the community a better place to live for all its residents.

NOW, THEREFORE, BE IT RESOLVED that the City of Ham Lake, including the Council, Commissions, and Staff, extends its thanks and appreciation for serving the City and its best wishes for good health, success, and prosperity for many years to come.

Adopted by a unanimous vote of the Ham Lake City Council this 19th day of January, 2021.

Michael G. Van Kirk, Mayor

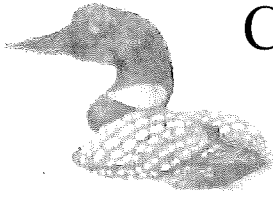
Jesse Wilken, Councilmember

Brian Kirkham, Councilmember

Gary Kirkeide, Councilmember

Jim Doyle, Councilmember

Denise Webster, City Administrator



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CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES MONDAY, JANUARY 4, 2021

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, January 4 2021 at 6:00 p.m. in the Council Chambers at the Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

MEMBERS PRESENT: Mayor Mike Van Kirk and Councilmembers Jim Doyle, Gary Kirkeide, Brian Kirkham and Jesse Wilken

MEMBERS ABSENT: None

OTHERS PRESENT: City Attorney, Joe Murphy; City Administrator, Denise Webster; Finance Director, Andrea Worcester; and Deputy City Clerk, Dawnette Shimek

1.0 CALL TO ORDER - 6:00 P.M. – Pledge of Allegiance

Mayor Van Kirk called the meeting to order and the Pledge of Allegiance was recited by all in attendance.

OATH OF OFFICE

City Administrator Webster administered the Oath of Office to Gary Kirkeide and Jesse Wilken.

2.0 PUBLIC COMMENT – None

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS - None

4.0 CONSENT AGENDA

These items are considered to be routine and will be enacted in one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in normal sequence. (All items listed on the Consent Agenda are recommended for approval.)

4.1 Approval of minutes of December 21, 2020

4.2 Approval of claims in the amount of \$218,705.69

4.3 Approval of designation of appointment of representative and alternate to the Solid Waste Abatement Advisory Team (Jennifer Bohr and alternate Teri McMahon)

4.4 Approval of designation of official newspaper

4.5 Approval of Ordinance 21-01 disbanding the Park and Tree Commission

4.6 Approval of Extension of the Families First Coronavirus Response Act

4.7 Approval of Sheriff's Office Remodel using Building Capital Funds

4.8 Approval of designation of official depositories: 21st Century Bank, Falcon National Bank, RBC Capital Markets, PMA Financial Network/PMA Securities, Inc., Mortenson Capital Markets, LLC, and UBS Financial Services, Inc.

Motion by Kirkeide, seconded by Doyle, to approve the January 4, 2021 Consent Agenda removing Item 4.7. All in favor, motion carried.

Councilmember Kirkeide stated that he would like to see the plans for the Sheriff's Office remodel. **Motion by Kirkeide, seconded by Van Kirk, to approve Item 4.7 of the consent agenda. All in favor, motion carried.**

- 5.0 PLANNING COMMISSION RECOMMENDATIONS – None
- 6.0 PARK AND TREE COMMISSION RECOMMENDATIONS – None
- 7.0 ECONOMIC DEVELOPMENT AUTHORITY – None
- 8.0 APPEARANCES – None
- 9.0 CITY ATTORNEY – None
- 10.0 CITY ENGINEER – None
- 11.0 CITY ADMINISTRATOR – None

12.0 COUNCIL BUSINESS

12.1 Committee Reports – None

12.2 Consideration of appointment of Acting Mayor, Committee liaisons and liaisons with other organizations: Acting Mayor, Personnel (2), Economic Development, Met Council & Metropolitan Council reform effort Committee (2), Law Enforcement (2), Fire Department Liaisons (2), North Central Suburban Cable Communications Commission (and alternate), Ham Lake Chamber of Commerce (2), Road Committee (2), Ham Laker Task Force (2), Audit (2), Building/Energy Committee (2), Park Committee (2), Fire Relief Association Board of Trustees (3), Code Review Committee (2) (and alternate), Building Department Committee (2) and CERT Committee (5)

Motion by Van Kirk, seconded by Kirkeide, to approve the following appointments for 2021:

- Acting Mayor (1).....Councilmember Kirkeide
- EDA President (1).....Mayor Van Kirk
- EDA Vice President (1).....Councilmember Kirkham
- Personnel (2).....Mayor Van Kirk & Councilmember Doyle
- Economic Development (2).....Mayor Van Kirk & Councilmember Kirkham
- Met Council & Metropolitan Council reform effort Committee (2).....Councilmembers Kirkeide & Kirkham
- Law Enforcement (2).....Mayor Van Kirk & Councilmember Wilken
- Fire Department Liaisons (2).....Mayor Van Kirk & Councilmember Kirkham
- North Metro Telecommunications Commission (1).....Councilmember Wilken (alternate: Mayor Van Kirk)
- Chamber of Commerce (2).....Councilmember Kirkham & Administrator Webster
- Road Committee (2).....Councilmembers Kirkeide & Doyle
- Ham Laker Task Force (2).....Mayor Van Kirk & Councilmember Wilken
- Audit (2).....Councilmembers Doyle & Kirkham
- Building/Energy Committee (2).....Mayor Van Kirk and Councilmember Kirkeide
- Park Committee (2).....Councilmembers Kirkham & Wilken
- Fire Relief Association Board of Trustees (3).....Councilmember Kirkham, Fire Chief Bode & Administrator Webster

**Code Review Committee (2).....Mayor Van Kirk & Councilmember Kirkeide
(alternate: Councilmember Kirkham)**
Building Department Committee (2).....Mayor Van Kirk & Councilmember Kirkeide
**CERT Committee.....Mayor Van Kirk, Councilmember Wilken, Fire
Chief Bode, Al Parranto and Liaison from the
Sheriff's Department**

All in favor, motion carried.

12.3 Announcements and future agenda items

Councilmember Kirkham stated that he would like to discuss signage for Home Occupation Permits at the next meeting.

Motion by Kirkeide, seconded by Kirkham, to adjourn the meeting at 6:18 p.m. All in favor, motion carried.

Dawnette Shimek, Deputy City Clerk

**CITY OF HAM LAKE
CLAIMS SUBMITTED TO COUNCIL
January 19, 2021**

CITY OF HAM LAKE

EFTS, CHECKS, AND BANK DRAFTS	1/7/2021 - 1/21/2021	
EFT	# 1372 - 1381	\$ 37,221.32
CHECKS	# 62562 - 62608	\$ 275,370.41
BANK DRAFTS	DFT0002155 - DFT0002159	\$ 19,931.13
TOTAL EFTS, CHECKS, AND BANK DRAFTS		<u>\$ 332,522.86</u>
PAYROLL CHECKS		
01/15/20		\$ 30,008.67
		\$ -
TOTAL PAYROLL CHECKS		<u>\$ 30,008.67</u>
TRUST CHECKS	#	\$ -
TOTAL OF ALL PAYMENTS		<u>\$ 362,531.53</u>

VOID CHECKS
EFT
CHECKS
TRUST CHECKS

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 19TH OF JANUARY 2021

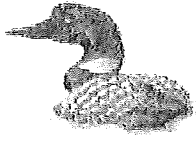
MAYOR

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER



Payment Dates 1/7/2021 - 1/21/2021

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1372	SHARON BRODIN	DECEMBER HAM LAKER	Editing	211-41704-3125	900.00
1373	OPTUM BANK - 6011	Health Savings Account-6011	Flexible spending	100-21705	54.17
1374	WELLS FARGO - 6003	Health Savings Account-6003	Flexible spending	100-21705	125.00
1375	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	75.11
1375	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1375	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	122.88
1375	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1375	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	79.62
1375	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1376	O'REILLY AUTOMOTIVE STORE	#63 BALL JOINT	Vehicle parts & supplies	100-43101-2340	39.65
1376	O'REILLY AUTOMOTIVE STORE	#63 BALL JOINT	Vehicle parts & supplies	100-43101-2340	41.44
1376	O'REILLY AUTOMOTIVE STORE	#72 A/T FILTER TRANS FLUID	Vehicle parts & supplies	100-43101-2340	82.51
1376	O'REILLY AUTOMOTIVE STORE	#72 BALL JOINTS	Vehicle parts & supplies	100-43101-2340	74.48
1376	O'REILLY AUTOMOTIVE STORE	#72 BALL JOINTS	Vehicle parts & supplies	100-43101-2340	74.48
1376	O'REILLY AUTOMOTIVE STORE	#72 DISC BRAKE KITS	Vehicle parts & supplies	100-43101-2340	27.92
1376	O'REILLY AUTOMOTIVE STORE	#72 STARTER SOL	Equipment parts & supplies	100-43101-2320	40.20
1376	O'REILLY AUTOMOTIVE STORE	CAPSULE	Operating supplies	100-43101-2290	42.88
1377	RFC ENGINEERING, INC.	147TH, ABERDEEN - HASTING	Engineering	431-43301-3135	370.92
1377	RFC ENGINEERING, INC.	JACKSON, MCKAY - 154TH	Engineering	431-43301-3135	135.04
1377	RFC ENGINEERING, INC.	ABERDEEN, 144TH - 145TH	Engineering	431-43301-3135	9,205.00
1377	RFC ENGINEERING, INC.	155TH, NAPLES - LEXINGTON	Engineering	431-43301-3135	2,198.56
1377	RFC ENGINEERING, INC.	165TH, FRAIZER, 167TH	Engineering	431-43301-3135	563.30
1377	RFC ENGINEERING, INC.	SODERVILLE DRIVE	Engineering	431-43301-3135	63.86
1377	RFC ENGINEERING, INC.	TWIN BIRCH ACRES	Engineering	431-43301-3135	665.51
1377	RFC ENGINEERING, INC.	LUND'S LAKEVIEW FOREST	Engineering	431-43301-3135	5,119.85
1377	RFC ENGINEERING, INC.	BASE MAP	Engineering	100-41101-3135	26.37
1377	RFC ENGINEERING, INC.	ANOKA COUNTY GIS DATA EX	Engineering	100-41101-3135	26.45
1377	RFC ENGINEERING, INC.	COUNCIL MEETING	Engineering	100-41101-3135	79.12
1377	RFC ENGINEERING, INC.	CCWD RULES AMENDMENTS	Engineering	100-41101-3135	519.18
1377	RFC ENGINEERING, INC.	CROSTOWN E OF HWY 65	Engineering	100-41101-3135	237.37
1377	RFC ENGINEERING, INC.	COMP PLAN UPDATE	Engineering-comprehensive p	100-41101-3136	1,531.51
1377	RFC ENGINEERING, INC.	TH65 ACCESS PLANNING & EN	Engineering	100-41601-3135	158.24
1377	RFC ENGINEERING, INC.	PLANNING/POTENTIAL DEVEL	Engineering	100-41601-3135	553.85
1377	RFC ENGINEERING, INC.	CONSTANCE ESTATES OUTLOT	Engineering	100-42401-3135	79.12
1377	RFC ENGINEERING, INC.	ASSESSOR	Engineering	100-42401-3135	39.56
1377	RFC ENGINEERING, INC.	5 YEAR PLAN	Engineering	100-43101-3135	39.56
1377	RFC ENGINEERING, INC.	THOROUGHFARE PLAN	Engineering	100-43101-3135	79.12
1377	RFC ENGINEERING, INC.	HAM LAKE BUILDING PERMIT	Engineering	100-43101-3135	472.48
1377	RFC ENGINEERING, INC.	HAM LAKE AS LGU-WCA	Engineering	100-43201-3135	830.89
1377	RFC ENGINEERING, INC.	CCWD FLOOD ZONE REVIEW	Engineering	100-43201-3135	870.43
1377	RFC ENGINEERING, INC.	NPDES	Engineering	230-43201-3135	26.37
1377	RFC ENGINEERING, INC.	HAM LAKE GIS WEB CONVERS	Capital assets	428-42401-5110	88.54
1377	RFC ENGINEERING, INC.	HAM LAKE GIS WEB CONVERS	Capital assets	430-43101-5110	88.54
1377	RFC ENGINEERING, INC.	E FRONT RD, CSAH 18 - 171ST	Engineering	431-43301-3135	303.30
1377	RFC ENGINEERING, INC.	181ST AVE, CONCORD - HWY	Engineering	431-43301-3135	52.75
1377	RFC ENGINEERING, INC.	BUNKER W OF JEFFERSON	Engineering	431-43301-3135	52.75
1377	RFC ENGINEERING, INC.	2021 REHAB	Engineering	431-43301-3135	13.19
1377	RFC ENGINEERING, INC.	HAM LAKE GIS WEB CONVERS	Capital assets	441-44101-5110	88.54
1377	RFC ENGINEERING, INC.	RYLIE'S WAY	Engineering	890-90001-3135	165.06
1377	RFC ENGINEERING, INC.	WHITETAIL CROSSING 2ND	Engineering	890-90001-3135	153.90
1377	RFC ENGINEERING, INC.	LIVE WIRE ELECTRIC	Engineering	890-90001-3135	145.06
1377	RFC ENGINEERING, INC.	HOLIDAY STATION STORE	Engineering	890-90001-3135	145.05
1377	RFC ENGINEERING, INC.	FLAMINGO TERRACE EXPANSI	Engineering	890-90001-3135	92.31
1377	RFC ENGINEERING, INC.	BRAASTAD LANDSCAPING	Engineering	890-90001-3135	1,369.58

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1377	RFC ENGINEERING, INC.	SCHAHN CONCRETE	Engineering	890-90001-3135	65.94
1377	RFC ENGINEERING, INC.	GALLAGHER SHORES	Engineering	890-90001-3135	18.72
1377	RFC ENGINEERING, INC.	L1B1 COON CREEK COMM PA	Engineering	890-90001-3135	26.38
1377	RFC ENGINEERING, INC.	CONSTANCE BOULEVARD TER	Engineering	890-90001-3135	26.38
1377	RFC ENGINEERING, INC.	CATCHER'S CREEK	Engineering	890-90001-3135	39.56
1377	RFC ENGINEERING, INC.	HARMONY ESTATES 3RD	Engineering	890-90001-3135	52.75
1377	RFC ENGINEERING, INC.	JAM HOPS	Engineering	890-90001-3135	65.94
1377	RFC ENGINEERING, INC.	EVERGREEN ESTATES	Engineering	890-90001-3135	1,005.81
1377	RFC ENGINEERING, INC.	ENCHANTED ESTATES 3RD	Engineering	890-90001-3135	1,164.84
1377	RFC ENGINEERING, INC.	CROSTOWN ROLLING ACRES	Engineering	890-90001-3135	288.83
1377	RFC ENGINEERING, INC.	NETTAS PRESERVE	Engineering	890-90001-3135	407.96
1377	RFC ENGINEERING, INC.	GROUP PERMIT BILLING	Engineering	100-43501-3135	3,692.41
1377	RFC ENGINEERING, INC.	TWIN BIRCH ACRES ROW2020	Engineering	431-43301-3135	184.62
1377	RFC ENGINEERING, INC.	MSA GROUP BILLING	Engineering	431-43301-3135	1,287.21
1379	STAR TRIBUNE MEDIA COMPA	ORD 20-16 ALLOW CUP FOR C	Legal notices/publications/bid	100-41102-3950	44.54
1379	STAR TRIBUNE MEDIA COMPA	ORD 19-03 COON CREEK COM	Legal notices/publications/bid	890-90001-3950	94.32
1379	STAR TRIBUNE MEDIA COMPA	ORD 20-17 CATCHERS CREEK	Legal notices/publications/bid	890-90001-3950	74.67
1380	TERI MCMAHON	MAPS - HLF D CALENDAR	Operating supplies	100-42201-2290	36.00
1380	TERI MCMAHON	DELIVERY OF MAPS - HLF D CA	Mileage	100-42201-3960	11.87
1381	WRUCK SEWER & PORTABLE	HAND SANITIZER STANDS	Equipment rentals	100-41701-3320	75.00
1381	WRUCK SEWER & PORTABLE	DEC LION'S PLAYGROUND RE	Rentals-other	100-44101-3390	45.50
1381	WRUCK SEWER & PORTABLE	DEC HAM LAKE BOAT LANDIN	Rentals-other	100-44101-3390	45.50
62562	HAM LAKE HAULERS INC	3RD QTR RECYCLING	Waste management & recycli	231-43601-3630	8,127.50
62563	US BANK CORPORATE PAYME	REBATE - Q3	Refunds & reimbursements	100-37601	-143.43
62563	US BANK CORPORATE PAYME	IOS-Toner AW-JB	Office supplies	100-41401-2110	107.70
62563	US BANK CORPORATE PAYME	NEOPOST-Postage Meter Ink-J	Office supplies	100-41701-2110	194.91
62563	US BANK CORPORATE PAYME	AMAZON-Postage Tape-DW	Office supplies	100-41701-2110	44.85
62563	US BANK CORPORATE PAYME	IOS-Soap-JB	Operating supplies	100-41701-2290	199.50
62563	US BANK CORPORATE PAYME	AMAZON-Batteries-DW	Operating supplies	100-41701-2290	38.96
62563	US BANK CORPORATE PAYME	AMAZON-Mouse-DW	Computer supplies & small eq	100-41701-2520	6.95
62563	US BANK CORPORATE PAYME	AMAZON-Wireless Mouse-D	Computer supplies & small eq	100-41701-2520	23.18
62563	US BANK CORPORATE PAYME	AMAZON-Account Book & Fla	Computer supplies & small eq	100-41701-2520	33.48
62563	US BANK CORPORATE PAYME	AMAZON-KeyBoard & USB Ad	Computer supplies & small eq	100-41701-2520	95.96
62563	US BANK CORPORATE PAYME	ZOOM-Jan Zoom-DW	Covid 19	100-41701-4153	12.84
62563	US BANK CORPORATE PAYME	CASEYS-Fuel-DK	Fuel	100-42201-2230	10.99
62563	US BANK CORPORATE PAYME	POSITIVE PROMO-Fire Safety	Fire prevention-supplies	100-42201-2810	270.80
62563	US BANK CORPORATE PAYME	AMAZON-Exercise Mats-DW	Training supplies	100-42201-3530	63.35
62563	US BANK CORPORATE PAYME	AMAZON-Exercise Mats-DW	Training supplies	100-42201-3530	126.70
62563	US BANK CORPORATE PAYME	INT'L CODE -Code Book-DW	Operating supplies	100-42401-2290	261.90
62563	US BANK CORPORATE PAYME	HOME DEPOT-Sheriff's Office	Capital assets	412-41702-5110	150.00
62563	US BANK CORPORATE PAYME	HOME DEPOT-Sheriff's Office	Capital assets	412-41702-5110	224.94
62563	US BANK CORPORATE PAYME	FERGUSON-Sheriff's Office Uri	Capital assets	412-41702-5110	240.00
62565	ACE SOLID WASTE INC	JAN ORGANICS	Waste management & recycli	231-43601-3630	295.69
62566	AIR MECHANICAL	SHERIFF'S OFFICE REMODEL H	Capital assets	412-41702-5110	5,910.00
62567	ALL CITY ELEVATOR INC	1ST QTR MAINTENANCE	Building repair & maintenanc	100-41702-3420	189.00
62568	ANDOVER WHEEL & FRAME	#63 WHEEL ALIGNMENT	Vehicle repair & maintenance	100-43101-3470	176.90
62569	ANOKA COUNTY PROPERTY	D & U EASEMENT - FRIEDLAN	Filing fees	100-41101-3980	46.00
62569	ANOKA COUNTY PROPERTY	OLESEN DRIVEWAY	Reimbursable expense	100-48101-4150	46.00
62569	ANOKA COUNTY PROPERTY	L1B1 STONE ESTATES D & U E	Filing fees	431-43301-3980	46.00
62569	ANOKA COUNTY PROPERTY	L7B2 STONE ESTATES D & U E	Filing fees	431-43301-3980	46.00
62569	ANOKA COUNTY PROPERTY	L2B2 STONE ESTATES D & U E	Filing fees	431-43301-3980	46.00
62569	ANOKA COUNTY PROPERTY	L7B2 STONE ESTATES ROW VA	Filing fees	431-43301-3980	46.00
62570	ANOKA COUNTY TREASURY D	JAN BROADBAND FIRE #2	Internet & website	100-41301-3220	75.00
62570	ANOKA COUNTY TREASURY D	JAN BROADBAND	Internet & website	100-41301-3220	37.50
62571	AUDIO COMMUNICATIONS	#71 MOBILE ANTENNA KITS	Equipment parts & supplies	100-43101-2320	225.80
62572	CARSON, CLELLAND, & SCHRE	LAND TITLE REGISTRATION	Attorney	100-41101-3110	35.00
62572	CARSON, CLELLAND, & SCHRE	CITY COUNCIL MEETING	Attorney	100-41101-3110	180.00
62572	CARSON, CLELLAND, & SCHRE	E LAKE NETTA DRIVE	Attorney	100-41101-3110	140.00
62572	CARSON, CLELLAND, & SCHRE	PUBLIC SAFETY	Attorney	100-41101-3110	70.00
62572	CARSON, CLELLAND, & SCHRE	METRO-INET	Attorney	100-41101-3110	70.00

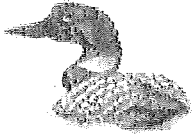
Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
62572	CARSON, CLELLAND, & SCHRE	PROSECUTIONS	Attorney	100-41501-3110	6,500.00
62572	CARSON, CLELLAND, & SCHRE	ZONING CODE	Attorney	100-41601-3110	52.50
62572	CARSON, CLELLAND, & SCHRE	CORONAVIRUS	Covid 19	100-41701-4153	35.00
62572	CARSON, CLELLAND, & SCHRE	155TH STREET - SOLI EASEME	Attorney	230-43201-3110	70.00
62572	CARSON, CLELLAND, & SCHRE	COPART - EVELETH EASEMENT	Attorney	431-43301-3110	70.00
62572	CARSON, CLELLAND, & SCHRE	ABERDEEN, 144TH - 145TH	Attorney	431-43301-3110	87.50
62572	CARSON, CLELLAND, & SCHRE	INTERLACHEN DRIVE	Attorney	100-41101-3110	35.00
62572	CARSON, CLELLAND, & SCHRE	FIRE CHIEF CONTRACT	Attorney	100-41101-3110	70.00
62572	CARSON, CLELLAND, & SCHRE	PARK & TREE COMMISSION	Attorney	100-41101-3110	245.00
62572	CARSON, CLELLAND, & SCHRE	HRA MEETING	Attorney	100-41101-3110	23.33
62572	CARSON, CLELLAND, & SCHRE	OUTLOTS	Attorney	100-41101-3110	122.50
62572	CARSON, CLELLAND, & SCHRE	HAM LAKE HAULERS CONTRA	Attorney	100-41101-3110	157.50
62572	CARSON, CLELLAND, & SCHRE	TRUCK ZONING	Attorney	100-41101-3110	122.50
62572	CARSON, CLELLAND, & SCHRE	LOT LINE ADJUSTMENT	Attorney	100-41101-3110	105.00
62572	CARSON, CLELLAND, & SCHRE	COUNCIL MEETINGS	Attorney	100-41101-3110	90.00
62572	CARSON, CLELLAND, & SCHRE	PROSECUTIONS	Attorney	100-41501-3110	6,500.00
62572	CARSON, CLELLAND, & SCHRE	WAKE ST D & U EASEMENT	Attorney	230-43201-3110	140.00
62572	CARSON, CLELLAND, & SCHRE	ABERDEEN, 144TH - 145TH	Attorney	431-43301-3110	35.00
62572	CARSON, CLELLAND, & SCHRE	CONSTANCE BOULEVARD TER	Attorney	890-90001-3110	70.00
62574	CENTERPOINT ENERGY	CITY HALL	Natural gas	100-41702-3620	450.55
62574	CENTERPOINT ENERGY	FIRE #2	Natural gas	100-42202-3620	434.50
62574	CENTERPOINT ENERGY	FIRE #1	Natural gas	100-42202-3620	28.42
62574	CENTERPOINT ENERGY	PW	Natural gas	100-43104-3620	54.01
62574	CENTERPOINT ENERGY	H.L. PARK BUILDING	Natural gas	100-44102-3620	381.24
62574	CENTERPOINT ENERGY	H.L. PARK PAVILION	Natural gas	100-44102-3620	85.39
62574	CENTERPOINT ENERGY	SR CENTER	Natural gas	100-44202-3620	242.60
62575	CITY OF ROSEVILLE	2021 DW LASERFICHE & ADO	Software licenses & upgrades	100-41201-2510	19.33
62575	CITY OF ROSEVILLE	2021 DS, SHARED LASERFICHE	Software licenses & upgrades	100-41301-2510	477.58
62575	CITY OF ROSEVILLE	2021 AW, SK LASERFICHE & A	Software licenses & upgrades	100-41401-2510	24.92
62575	CITY OF ROSEVILLE	2021 JB LASERFICHE & ADOBE	Software licenses & upgrades	100-41601-2510	19.33
62575	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-41701-3210	115.83
62575	CITY OF ROSEVILLE	IT SERVICE	Computer & software support	100-41707-3120	3,499.60
62575	CITY OF ROSEVILLE	2021 TM LASERFICHE & ADOB	Software licenses & upgrades	100-42201-2510	24.92
62575	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42201-3210	64.25
62575	CITY OF ROSEVILLE	2021 NW, TD LASERFICHE & A	Software licenses & upgrades	100-42401-2510	44.25
62575	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42401-3210	102.83
62575	CITY OF ROSEVILLE	2021 JW ADOBE LICENSE	Software licenses & upgrades	100-43101-2510	5.58
62575	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-43101-3210	64.25
62575	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44101-3210	12.83
62575	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44201-3210	51.42
62576	CITY OF ST PAUL	3 TN ASPHALT MIX	Street repair & maintenance s	100-43101-2330	200.79
62577	COMFORT PEST CONTROL OF	SR CTR INSECT CONTROL	Building repair & maintenanc	100-44202-3420	60.00
62578	COMPASS MINERALS AMERIC	204.72 TN SALT	Salt & sand	100-43102-2710	12,973.11
62579	CONNEXUS ENERGY	GARAGE	Electricity	100-41702-3610	36.78
62579	CONNEXUS ENERGY	CITY HALL	Electricity	100-41702-3610	693.21
62579	CONNEXUS ENERGY	SOUTH WELCOME	Electricity	100-41703-3610	14.94
62579	CONNEXUS ENERGY	CITY SIGN	Electricity	100-41703-3610	99.30
62579	CONNEXUS ENERGY	FIRE #2	Electricity	100-42202-3610	193.56
62579	CONNEXUS ENERGY	FIRE #1	Electricity	100-42202-3610	461.92
62579	CONNEXUS ENERGY	SIRENS	Electricity	100-42302-3610	65.00
62579	CONNEXUS ENERGY	PW	Electricity	100-43104-3610	957.47
62579	CONNEXUS ENERGY	RADISSON/BUNKER SIGNALS	Electricity	100-43401-3610	75.47
62579	CONNEXUS ENERGY	CROSSTOWN/HWY 65 SIGNAL	Electricity	100-43401-3610	76.80
62579	CONNEXUS ENERGY	LEXINGTON/CROSSTOWN SIG	Electricity	100-43401-3610	55.27
62579	CONNEXUS ENERGY	HWY 65/CONSTANCE SIGNALS	Electricity	100-43401-3610	121.42
62579	CONNEXUS ENERGY	BUNKER/JEFFERSON SIGNALS	Electricity	100-43401-3610	71.34
62579	CONNEXUS ENERGY	STREET LIGHTS #1	Electricity	100-43401-3610	24.87
62579	CONNEXUS ENERGY	STREET LIGHTS #2	Electricity	100-43401-3610	274.46
62579	CONNEXUS ENERGY	BUNKER/LEXINGTON SIGNALS	Electricity	100-43401-3610	65.51
62579	CONNEXUS ENERGY	HWY 65/BUNKER SIGNALS	Electricity	100-43401-3610	83.87

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
62579	CONNEXUS ENERGY	HWY 65/ANDOVER BLVD SIGN	Electricity	100-43401-3610	73.79
62579	CONNEXUS ENERGY	SODERVILLE PARK WELL	Electricity	100-44101-3610	13.50
62579	CONNEXUS ENERGY	SODERVILLE PARK	Electricity	100-44101-3610	36.96
62579	CONNEXUS ENERGY	HAM LAKE PARK	Electricity	100-44101-3610	188.33
62579	CONNEXUS ENERGY	HAM LAKE PARK BUILDING	Electricity	100-44102-3610	172.39
62579	CONNEXUS ENERGY	HAM LAKE PARK SHELTER	Electricity	100-44102-3610	29.34
62579	CONNEXUS ENERGY	LION'S PARK CONCESSION	Electricity	100-44102-3610	21.54
62579	CONNEXUS ENERGY	LION'S PARK PAVILION	Electricity	100-44102-3610	156.07
62579	CONNEXUS ENERGY	HAM LAKE PARK CONCESSION	Electricity	100-44102-3610	13.50
62579	CONNEXUS ENERGY	SR CENTER	Electricity	100-44202-3610	373.26
62579	CONNEXUS ENERGY	STREET LIGHTS	Electricity	232-43701-3610	4,375.52
62581	CRYSTEEL TRUCK EQUIP INC	#72 MOTOR KIT	Vehicle parts & supplies	100-43101-2340	257.28
62582	CUSTOM CAP & TIRE	#72 TIRES	Vehicle parts & supplies	100-43101-2340	415.44
62583	FLEETPRIDE	#54 FILTERS	Vehicle parts & supplies	100-43101-2340	79.27
62583	FLEETPRIDE	FILTERS	Operating supplies	100-43101-2290	-8.78
62583	FLEETPRIDE	#54 MUD FLAP	Vehicle parts & supplies	100-43101-2340	9.84
62583	FLEETPRIDE	#54 MUD FLAP	Vehicle parts & supplies	100-43101-2340	-9.84
62584	FORCE AMERICA, INC	#59 REPAIR PARTS	Vehicle parts & supplies	100-43101-2340	543.80
62584	FORCE AMERICA, INC	#59 REPAIR PARTS	Vehicle parts & supplies	100-43101-2340	908.11
62585	FRIENDLY CHEVROLET INC.	#56 MODULE	Vehicle parts & supplies	100-43101-2340	356.74
62585	FRIENDLY CHEVROLET INC.	#56 MODULE	Vehicle parts & supplies	100-43101-2340	-356.74
62585	FRIENDLY CHEVROLET INC.	RINGS	Operating supplies	100-43101-2290	8.70
62585	FRIENDLY CHEVROLET INC.	#70 REPAIR PART	Vehicle parts & supplies	100-43101-2340	20.03
62586	GRATITUDE FARMS	DEC ANIMAL CONTROL	Other professional services	100-42501-3190	250.00
62587	H & L MESABI INC	BLADES	Operating supplies	100-43102-2290	5,749.63
62588	HAM LAKE CHAMBER OF CO	2021 DUES	Dues & subscriptions	100-41101-3920	412.00
62589	HAM LAKE HAULERS INC	4TH QTR RECYCLING	Waste management & recycli	231-43601-3630	8,127.50
62590	LINCOLN NATIONAL LIFE INSU	ST DISABILITY ADJ DT	Other payroll deductions	100-21706	-1.37
62590	LINCOLN NATIONAL LIFE INSU	ST DISABILITY ADJ EH	Other payroll deductions	100-21706	0.56
62590	LINCOLN NATIONAL LIFE INSU	FEB ST DISABILITY	Other payroll deductions	100-21706	575.51
62590	LINCOLN NATIONAL LIFE INSU	ST DISABILITY ADJ JB	Other payroll deductions	100-21706	12.00
62590	LINCOLN NATIONAL LIFE INSU	ST DISABILITY ADJ AC	Other payroll deductions	100-21706	11.88
62590	LINCOLN NATIONAL LIFE INSU	FEB LT DISABILITY	Other payroll deductions	100-21706	376.85
62590	LINCOLN NATIONAL LIFE INSU	ST DISABILITY ADJ JK	Other payroll deductions	100-21706	32.56
62590	LINCOLN NATIONAL LIFE INSU	ST DISABILITY ADJ TM	Other payroll deductions	100-21706	6.46
62591	MENARDS-BLAINE	SHERIFF'S OFFICE SUPPLIES	Capital assets	412-41702-5110	263.28
62591	MENARDS-BLAINE	SHERIFF'S OFFICE SUPPLIES	Capital assets	412-41702-5110	383.69
62591	MENARDS-BLAINE	SHERIFF'S OFFICE	Capital assets	412-41702-5110	3.38
62591	MENARDS-BLAINE	SHERIFF'S OFFICE	Capital assets	412-41702-5110	68.47
62591	MENARDS-BLAINE	SHERIFF'S OFFICE	Capital assets	412-41702-5110	-22.27
62591	MENARDS-BLAINE	SHERIFF'S OFFICE	Capital assets	412-41702-5110	38.46
62591	MENARDS-BLAINE	SHERIFF'S OFFICE	Capital assets	412-41702-5110	109.39
62591	MENARDS-BLAINE	SHERIFF'S OFFICE	Capital assets	412-41702-5110	77.90
62592	MN DEPARTMENT OF LABOR	4TH QTR SURCHARGE	Surcharge	100-22801	4,214.72
62593	MN METRO NORTH TOURISM	NOV LODGING TAX	Convention bureau	263-46101-4120	1,261.92
62594	MN PEIP	FEB HEALTH INSURANCE	Flexible spending	100-21705	12,654.38
62595	MYERS TIRE SUPPLY COMPAN	TIRE SUPPLIES	Operating supplies	100-43101-2290	76.94
62596	NEW BRIGHTON FORD	#78 CRANKSAFT SENSOR	Vehicle parts & supplies	100-43101-2340	100.69
62597	NICOLE WHEELER	HANDSOAP	Operating supplies	100-41701-2290	26.74
62598	NUSS EQUIPMENT GROUP LL	#89 LAMP	Vehicle parts & supplies	100-43101-2340	32.10
62598	NUSS EQUIPMENT GROUP LL	#75 SIDE MARKING	Vehicle parts & supplies	100-43101-2340	81.36
62599	OCCUPATIONAL HEALTH CENT	DRUG TESTING	Personnel testing & recruitme	100-43101-3150	58.00
62600	PREMIUM WATERS INC	WATER COOLER RENTAL WATE	Equipment rentals	100-41701-3320	82.80
62600	PREMIUM WATERS INC	WATER COOLER RENTAL	Equipment rentals	100-41701-3320	14.00
62601	RIGID HITCH INC	PLUG TESTER	Operating supplies	100-43101-2290	22.10
62602	S & S INDUSTRIAL SUPPLY INC	TERMINALS	Operating supplies	100-43101-2290	44.06
62603	TASC	FEB COBRA ADMINISTRATION	Other professional services	100-41701-3190	15.00
62604	TDS METROCOM INC	763-434-0454 ELEVATOR	Phones/radios/pagers	100-41701-3210	39.81
62604	TDS METROCOM INC	763-434-9605 FIRE #2	Phones/radios/pagers	100-42201-3210	37.81
62605	UNLIMITED SUPPLIES INC	MISC SUPPLIES	Operating supplies	100-43101-2290	65.96

Council Approval List

Payment Dates: 1/7/2021 - 1/21/2021

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
62606	VERIZON WIRELESS	612-916-1358 SR CTR	Phones/radios/pagers	100-44201-3210	8.79
62607	WELLS FARGO BANK N.A.	GO CAP IMP PLAN	Principal	370-47101-6110	160,000.00
62607	WELLS FARGO BANK N.A.	GO CAP IMP PLAN	Interest	370-47101-6120	17,171.88
62608	WRIGHT-HENNEPIN COOPERA	FEB SECURITY MONITORING	Monitoring	100-41702-3145	32.95
62608	WRIGHT-HENNEPIN COOPERA	FEB ELEVATOR MONITORING	Monitoring	100-41702-3145	10.00
62608	WRIGHT-HENNEPIN COOPERA	FEB PW FIRE PANEL MONITOR	Monitoring	100-43104-3145	52.95
DFT0002155	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,159.00
DFT0002155	EMPOWER	Roth IRA	Deferred compensation	100-21704	50.00
DFT0002156	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	6.72
DFT0002156	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1.94
DFT0002156	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	8.32
DFT0002156	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	4,363.60
DFT0002156	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,278.70
DFT0002156	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	5,467.40
DFT0002157	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	3.59
DFT0002158	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	1,986.13
DFT0002159	PERA	Retirement-Coordinated	PERA	100-21703	5,605.73
Grand Total:					332,522.86



City of Ham Lake, MN

EFT Payroll Check Register Report Summary

Pay Period: 12/27/2020-1/9/2021

Packet: PYPKT01088 - PPE 1/9/21 PAID 1/15/21
Payroll Set: City of Ham Lake - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	27	30,008.67
Total	27	30,008.67

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: BROOKLYN PARK FIRE FOUNDATION INC Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 04-3758526

Mailing Address: 5700 85TH AVE

City: BROOKLYN PARK State: MN Zip: 55443 County: HENNEPIN

Name of Chief Executive Officer (CEO): MIKE CHRISTIAN - PRESIDENT

CEO Daytime Phone: 651-278-9021 CEO Email: mikec@jafflocal5031.org
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): MAJESTIC OAKS GOLF CLUB

Physical Address (do not use P.O. box): 701 BUNKER LAKE BLVD NE

Check one:
 City: HAM LAKE Zip: 55304 County: ANOKA
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): JULY 9, 2021

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Mike Christian* Date: 12/20/20

(Signature must be CEO's signature; designee may not sign)

Print Name: Mike Christian

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 17 2019

BROOKLYN PARK FIRE FOUNDATION INC
5700 85TH AVE N
BROOKLYN PARK, MN 55443-0000

Employer Identification Number:
84-3758526
DLN:
26053729002959
Contact Person: ID# 31954
CUSTOMER SERVICE
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 12, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Dawnette Shimek

From: Jamie Vincent <jvincent@LendSmartMortgage.com>
Sent: Sunday, December 27, 2020 8:35 PM
To: HL Info
Cc: Jamie Vincent
Subject: Gambling Permit :: Majestic Oaks
Attachments: 20201221194335256.pdf; 20201221194328681.pdf

Caution: This email originated outside our organization; please use caution.

Hello!





The Brooklyn Park Fire Foundation is once again holding their charity golf tournament at Majestic Oaks. For 2021 we are using one of gambling permits for the 501(c)3 to hold a raffle to Pebble Beach. I've attached the completed form which needs to be approved by the city and the county. Can you please assist with information on where I need to submit this? If you have an additional email for the county that would be good I'd greatly appreciate that too.

Thanks so much!

Jamie
Foundation Member

Every so often... check your perspective. What seems an inconvenience, a set back, a failure... may simply need a fresh look, a new perspective not as to what it is but what it can be.

"An escalator can never break, it can only become stairs. You should never see an Escalator Out of Order sign, just Escalator Temporarily Stairs. Sorry for the convenience." - Mitch Hedberg

	<p><i>Jamie L. Vincent</i> Corporate Quarterback</p> <p>CELL 952.451.3629</p> <p>3450 Lexington Ave N. Shoreview, MN 55126</p> <p>jvincent@lendsmartmortgage.com WWW.LENDSMARTMORTGAGE.COM</p>	 <p>LENDSMART MORTGAGE</p>  <p>THE AMBASSADOR PROGRAM</p> <p>Be Smart. Choose LendSmart.</p> 
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Upper Rum River Watershed Management Organization

2022 URRWMO DRAFT Budget

1/6/2021

	Cost	Bethel 1.08%	East Bethel 23.45%	Ham Lake 1.62%	Nowthen 23.83%	Oak Grove 29.52%	St. Francis 20.50%
NON-OPERATING (WORK PLAN) EXPENSES							
Water Monitoring Fund*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lake Level Monitoring - Lake George, East Twin Lake, Coopers Lake, Minard Lake	\$1,200.00	\$12.96	\$281.40	\$19.44	\$285.96	\$354.24	\$246.00
Stream Water Quality Monitoring - Rum R at CR 24, Rum R at CR 7, Seelye Br at CR 7, Cedar Cr at CR 9, Ford Br at CR 63	\$4,350.00	\$46.98	\$1,020.08	\$70.47	\$1,036.61	\$1,284.12	\$891.75
Reference Wetland Hydrology Monitoring - 5 sites	\$1,950.00	\$21.06	\$457.28	\$31.59	\$464.69	\$575.64	\$399.75
Biomonitoring - Rum River by St. Francis High School. URRWMO to seek 100% of funds from American Legion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Website - Annual Operations	\$715.00	\$7.72	\$167.67	\$11.58	\$170.38	\$211.07	\$146.58
Public education and outreach	\$1,077.00	\$11.63	\$252.56	\$17.45	\$256.65	\$317.93	\$220.79
Anoka Co Water Resource Outreach Collaborative	\$1,000.00	\$10.80	\$234.50	\$16.20	\$238.30	\$295.20	\$205.00
Projects as detailed in the 10-year Plan	\$15,759.00	\$170.20	\$3,695.49	\$255.30	\$3,755.37	\$4,652.06	\$3,230.60
Watershed Coordinator, component activities/costs listed below							
Facilitate technical advisory committee (TAC) meetings	\$1,723.00	\$18.61	\$404.04	\$27.91	\$410.59	\$508.63	\$353.22
Grant applications	\$3,877.00	\$41.87	\$909.16	\$62.81	\$923.89	\$1,144.49	\$794.79
TOTAL	\$31,651.00	\$341.83	\$7,422.16	\$512.75	\$7,542.43	\$9,343.38	\$6,488.46

	Cost	Bethel 16.67%	East Bethel 16.67%	Ham Lake 16.67%	Nowthen 16.67%	Oak Grove 16.67%	St. Francis 16.67%
OPERATING EXPENSES							
Copies & Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recording secretary	\$1,292.00	\$215.33	\$215.33	\$215.33	\$215.33	\$215.33	\$215.33
Insurance-League of MN Cities Insurance Trust	\$2,477.00	\$412.83	\$412.83	\$412.83	\$412.83	\$412.83	\$412.83
Administrative fee charged to member communities - for Watershed Coordinator, component activities/costs listed below							
Annual financial report to State Auditor	\$689.00	\$114.83	\$114.83	\$114.83	\$114.83	\$114.83	\$114.83
Annual activity report to MN Board of Water and Soil Resources	\$1,378.00	\$229.67	\$229.67	\$229.67	\$229.67	\$229.67	\$229.67
Facilitate regular URRWMO meetings	\$3,446.00	\$574.33	\$574.33	\$574.33	\$574.33	\$574.33	\$574.33
Administrative fee - misc other	\$1,723.00	\$287.17	\$287.17	\$287.17	\$287.17	\$287.17	\$287.17
TOTAL	\$11,005.00	\$1,834.17	\$1,834.17	\$1,834.17	\$1,834.17	\$1,834.17	\$1,834.17

TOTAL BUDGETED AMOUNT	\$42,656.00	\$2,176.00	\$9,256.33	\$2,346.91	\$9,376.60	\$11,177.54	\$8,322.62
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First 1/2 of budget due on or before January 1	\$21,328.00	\$1,088.00	\$4,628.16	\$1,173.46	\$4,688.30	\$5,588.78	\$4,161.31
Second 1/2 of budget due on or before July 1	\$21,328.00	\$1,088.00	\$4,628.16	\$1,173.46	\$4,688.31	\$5,588.77	\$4,161.31

* The URRWMO Plan includes \$7,500 per year for water monitoring. Anytime the actual monitoring expenses for the year are lower than this amount, the balance is placed into a fund to cover years when planned monitoring is >\$7,500. The results is consistent, predictable budgeting for the communities.

Recent budget history	2022 draft	2021	2020	2019	2018
	\$42,656	\$44,218	\$52,943	\$33,935	\$32,000

Upper Rum River Watershed Management Organization

2021 URRWMO DRAFT Budget

1/15/2020

NON-OPERATING (WORK PLAN) EXPENSES	Cost	Bethel 1.08%	East Bethel 23.45%	Ham Lake 1.62%	Nowthen 23.83%	Oak Grove 29.52%	St. Francis 20.50%
Water Monitoring Fund*	\$2,450.00	\$26.46	\$574.53	\$39.69	\$583.84	\$723.24	\$502.25
Lake Level Monitoring - Lake George, East Twin Lake, Coopers Lake, Minard Lake	\$1,200.00	\$12.96	\$281.40	\$19.44	\$285.96	\$354.24	\$246.00
Lake Water Quality Monitoring - East Twin Lake	\$1,900.00	\$20.52	\$445.55	\$30.78	\$452.77	\$560.88	\$389.50
Reference Wetland Hydrology Monitoring - 5 sites	\$1,950.00	\$21.06	\$457.28	\$31.59	\$464.69	\$575.64	\$399.75
Biomonitoring - Rum River by St. Francis High School. URRWMO to seek 100% of funds from American Legion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Website - Annual Operations	\$685.00	\$7.40	\$160.63	\$11.10	\$163.24	\$202.21	\$140.43
Public education and outreach	\$1,051.00	\$11.35	\$246.46	\$17.03	\$250.45	\$310.26	\$215.46
Anoka Co Water Resource Outreach Collaborative	\$1,000.00	\$10.80	\$234.50	\$16.20	\$238.30	\$295.20	\$205.00
Projects as detailed in the 10-year Plan	\$15,375.00	\$166.05	\$3,605.44	\$249.08	\$3,663.86	\$4,538.70	\$3,151.88
Subwatershed assessment studies	\$1,537.50	\$16.61	\$360.54	\$24.91	\$366.39	\$453.87	\$315.19
Watershed Coordinator, component activities/costs listed below							
Facilitate technical advisory committee (TAC) meetings	\$2,550.00	\$27.54	\$597.98	\$41.31	\$607.67	\$752.76	\$522.75
Grant applications	\$3,782.00	\$40.85	\$886.88	\$61.27	\$901.25	\$1,116.45	\$775.31
TOTAL	\$33,480.50	\$361.59	\$7,851.18	\$542.38	\$7,978.40	\$9,883.44	\$6,863.50

OPERATING EXPENSES	Cost	Bethel 16.67%	East Bethel 16.67%	Ham Lake 16.67%	Nowthen 16.67%	Oak Grove 16.67%	St. Francis 16.67%
Copies & Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recording secretary	\$1,261.00	\$210.17	\$210.17	\$210.17	\$210.17	\$210.17	\$210.17
Insurance-League of MN Cities Insurance Trust	\$2,416.00	\$402.67	\$402.67	\$402.67	\$402.67	\$402.67	\$402.67
Administrative fee charged to member communities - for Watershed Coordinator, component activities/costs listed below							
Annual financial report to State Auditor	\$672.00	\$112.00	\$112.00	\$112.00	\$112.00	\$112.00	\$112.00
Annual activity report to MN Board of Water and Soil Resources	\$1,345.00	\$224.17	\$224.17	\$224.17	\$224.17	\$224.17	\$224.17
Facilitate regular URRWMO meetings	\$3,362.00	\$560.33	\$560.33	\$560.33	\$560.33	\$560.33	\$560.33
Administrative fee - misc other	\$1,681.00	\$280.17	\$280.17	\$280.17	\$280.17	\$280.17	\$280.17
TOTAL	\$10,737.00	\$1,789.50	\$1,789.50	\$1,789.50	\$1,789.50	\$1,789.50	\$1,789.50

TOTAL BUDGETED AMOUNT	\$44,217.50	\$2,151.09	\$9,640.68	\$2,331.88	\$9,767.90	\$11,672.94	\$8,653.00
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First 1/2 of budget due on or before January 1	\$22,108.75	\$1,075.54	\$4,820.34	\$1,165.94	\$4,883.95	\$5,836.48	\$4,326.50
Second 1/2 of budget due on or before July 1	\$22,108.75	\$1,075.54	\$4,820.34	\$1,165.94	\$4,883.96	\$5,836.47	\$4,326.50

* The URRWMO Plan includes \$7,500 per year for water monitoring. Anytime the actual monitoring expenses for the year are lower than this amount, the balance is placed into a fund to cover years when planned monitoring is >\$7,500. The results is consistent, predictable budgeting for the communities.

Meeting Date: January 19, 2021

CITY OF HAM LAKE
STAFF REPORT

To: Mayor and Councilmembers
From: Dawnette Shimek, Deputy City Clerk
Subject: Contract for Fireworks

Introduction:

Attached is the agreement with Northern Lighter Pyrotechnics for the fireworks display at Lion's Park. The fireworks display will be on Saturday, July 3, 2021. The 2021 budget includes \$10,000 for fireworks from the General Fund.

Recommendation:

I recommend approval of the contract for a fireworks display on Saturday, July 3, 2021 at Lion's Park with Northern Lighter Pyrotechnics in the amount of \$10,000 coming from the General Fund.

AGREEMENT

This Agreement is made as of the 11th day of January in the year 2021, by and between Northern Lighter Pyrotechnics, Inc. ("NLP") and city of Ham Lake (the "Client"):

WHEREAS, NLP is a nonprofit corporation engaged in the activity of producing firework displays; and

WHEREAS, Client desires to utilize the services of NLP for its event; and

WHEREAS, NLP and Client desire to enter into this Agreement to more fully set forth and describe the duties and obligations of the parties to this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, the parties hereto agree as follows:

- 1. Description of Project.** On SATURDAY JULY 3RD 2021 NLP shall provide for Client a fireworks display, as set forth on the permit (the "Permit") completed by NLP describing the proposed fireworks display (the "Display") at the location described as lions park (the "Display Site"). In the event of inclement weather or other conditions that, in the sole judgment of NLP, make conducting the Display unsafe or more hazardous than otherwise agreed to by NLP, the back-up date for conducting the Display shall be **AS NEEDED**
- 2. Payment.** For and in total consideration for NLP's performance of the Display, Client agrees to pay to NLP the sum of \$10,000 no tax for citys (the "Display Fee"). The Display Fee shall be paid in full by Client to NLP on or before Day of Display with \$ 5,000.00 due upon execution of this Agreement to hold Date and ensure product availability.
- 3. Representations of Parties**

 - 3.1 NLP represents that the Display will be performed by its member volunteers whose qualifications and training is supervised and approved by NLP. NLP represents that it is fully experienced and properly qualified to perform the Display described herein and that it is properly licensed, equipped, organized and financed to perform such work.
 - 3.2 NLP shall supply a sufficient number of properly skilled staff and all tools, equipment, materials and facilities and perform all functions necessary to perform the Display.
 - 3.3 NLP shall perform the Display in accordance with all applicable local, state and federal rules, regulations and laws.
 - 3.4 NLP shall take all reasonable safety precautions with respect to its work, shall comply with all safety measures initiated by the authority(s) having jurisdiction at the Display Site and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Display.

3.5 NLP shall be at all times an independent contractor and shall not be deemed an employee, agent, partner, joint venture or otherwise of Client.

3.6 It is the intention of the parties that the entire control of the Display Site be and remain the responsibility of NLP, and that any representative of Client who may be present, will be present only in a consulting capacity. NLP shall be solely responsible for the means, methods, techniques, sequences and procedures of the Display.

3.7 The Client shall determine, coordinate and provide the proper police and fire protection necessary to allow NLP to conduct the Display as described hereunder. The Client shall bear all costs related to providing proper police and fire protection for the Display and the Display Site. In the event NLP determines, in its sole discretion, that additional police and/or fire protection is necessary to allow NLP to conduct the Display as described hereunder, the Client agrees that it shall cooperate with such requests by NLP.

3.8 In order to ensure a safe Display site and the orderly progress of the Display, NLP shall have full and final control of all personnel, other contractors, or other individuals present on the Display site.

3.9 The Client waives all claims against NLP for loss or damage to Client's real property, personal property and fixtures arising out of or reasonably related to NLP conducting the Display.

3.10 Except as required by law, NLP shall not be required to directly correspond, communicate or interact in any way with any third parties, except with the prior consent of NLP.

4. Permits, Fees And Notices. NLP shall secure and pay for all permits. All further governmental fees, licenses and inspections necessary for the proper execution and completion of the Display shall be the responsibility and expense of Client.

5. Standard Of Care. NLP warrants that all services performed or furnished by NLP under this Agreement in relation to the Display will be performed with the care and skill ordinarily used by members of NLP's profession practicing under similar circumstances at the same time and in the same locality.

6. Indemnification. To the fullest extent permitted by law, the Client shall indemnify and hold harmless NLP, its agents, officers, employees and volunteers from and against claims, damages, losses and expenses, including claims for bodily injury, sickness, death, or to injury to or destruction of tangible property, and including, but not limited to attorneys' fees, arising out of or resulting from NLP conducting the Display, but only to the extent caused by the negligent acts or omissions of the Client, anyone directly or indirectly controlled or employed by Client or anyone for whose acts the Client may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7. Insurance. NLP shall secure commercial general liability/public liability insurance in an amount not less than \$2,000,000 naming Client as an additional insured. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of NLP and NLP's officers, directors, employees, and agents to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Display or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of

contract, or warranty express or implied of NLP or NLP's officers, directors, employees, agents, or any of them, shall not exceed the policy limits of the CGL/Public Liability insurance provided by NLP under this Agreement.

8. Cancellation. In the event Client cancels the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

9. Suspension Either party hereunder reserves the right, at any time to suspend the Display (until such time that the default described hereunder is cured to the satisfaction of the non-defaulting party), in whole or in part, upon written notice thereof to the other party if:

9.1 a party hereto persistently or repeatedly refuses or fails to supply enough properly skilled staff (including police and fire protection) or proper materials for the conduct the Display;

9.2 a party hereto fails to make payment required hereunder;

9.3 a party hereto persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

9.4 a party hereto is otherwise is guilty of substantial breach of a provision of this Agreement.

9.5 In the event of a suspension hereunder that results in the cancellation of the Display, NLP shall be reimbursed for all direct expenses incurred by NLP in preparing for the Display, including, but not limited to, the cost of obtaining the insurance described in Section 7 hereof.

10. Dispute Resolution

10.1 All claims, controversies, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in Hennepin County, Minnesota, in accordance with Commercial Arbitration Rules of the American Arbitration Association then in place.

10.2 If arbitration is invoked, then notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, controversy, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.3 An award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. No Waiver Any failure by either party to enforce at any time any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

12. Severability The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve a party to this agreement from its obligation under, nor deprive a party to this agreement of the advantages of any other provisions of this Agreement.

13. Entire Agreement The foregoing contains the entire agreement of the parties hereto, and no modification thereof shall be binding upon the parties unless the same is in writing signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

NORTHERN LIGHTER PYROTECHNICS, INC.

By: PAUL D MARCHIO

Title: PRESIDENT

Date: 1/11/2021

CLIENT _____

By: _____

Title: _____

Date: _____

Item No:
Meeting Date: January 19, 2021



CITY OF HAM LAKE
STAFF REPORT

To: Mayor and Councilmembers
From: Jennifer Bohr, Recycling Coordinator
Item/Title/Subject: 2021 Recycling Dates

Introduction:

In 2021, the City will host two citywide recycling days on Saturday, May 1st and September 11th from 8:00 a.m. until noon. The items that will be accepted at the citywide event are electronics, appliances, propane tanks, mattresses and box springs and tires. Public Works will take in scrap metal, car batteries, bicycles and brush.

Other recycling events for residents will be held at Green Lights Recycling in Blaine on the following dates:

January 23rd
March 27th
July 24th
December 4th

All vendors' fees are paid for by the Anoka County Board of Commissioners and State SCORE (Select Committee on Recycling and the Environment) funds.

Attached is a list of vendors participating in our 2021 spring and fall recycling events.



2021 Recycling Vendors

Confirmation Date

Saturday, May 1st & September 11th

First State Tire Disposal, Inc.
Attention: Connie Alvarez
1500 278th Lane NE
Isanti, MN 55040
(763) 434-0578
Fax: (763) 434-3072

Fees charged for
tires collected the
same as 2020, cost for
trailer drop off \$150
\$175 for one tire
+ one money handler

Green Lights Recycling
Rick Seitz
10040 Davenport Street NE
Blaine, MN 55449
(763) 785-0456
Fax (763) 785-0453

Event fee: \$35.95/hr. per
attendant. Various fees
charged for items
accepted.

J.R.'s Advanced Recyclers
Attention: Mike
10619 Courthouse Boulevard
Inver Grove Heights, MN 55077
(651) 454-9215
Fax: (651) 454-8345

Appliance fee \$10/each
Will collect propane
tanks too.

Evergreen Recycling, LLC
Dale Bergfalk
8505 - 540th Street
Rush City, MN 55069
320-358-3988

\$150 Trucking Fee
\$25/hr. attendant
fee (2 attend. max)
\$20.00/mattress
or box spring.



MEMORANDUM OF UNDERSTANDING

The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 1, 2021 and September 11, 2021. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

A. Evergreen Recycling, LLC, (RECYCLER) licensed by the State of Minnesota to dispose of the following types of refuse: Mattresses and box springs

B. RECYCLER charges the following rates:

- \$150 Trucking fee
- \$25.00/hour – attendant fee (Maximum of 2 attendants)
- \$20.00 per mattress or box spring

C. RECYCLER makes the following warranties:

- 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
- 2) RECYCLER is solely responsible for the safe removal of the items listed above in accordance with the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said items. The RECYCLER will provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.

D. RECYCLER shall provide to CITY a complete report of the actual tonnage of mattresses and box springs recycled.

E. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED: _____

DATED: _____

CITY OF HAM LAKE

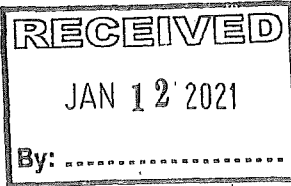
RECYCLER

Recycling Coordinator

Evergreen Recycling, LLC

Evergreen Recycling LLC

Rush City, MN 55069



Estimate

Date	Estimate #
1/12/2021	127

Name / Address
Ham Lake

Project

Item	Description	Qty	Rate	Total
labor	Recycle Day	4	25.00	100.00T
trucking	Recycle Day	1	150.00	150.00
mattress			20.00	20.00T

Subtotal	\$270.00
Sales Tax (0.0%)	\$0.00
Total	\$270.00



MEMORANDUM OF UNDERSTANDING

The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 1, 2021 and September 11, 2021. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

A. First State Tire, Inc., (RECYCLER) licensed by the State of Minnesota to dispose of the following types of refuse: Tires and rims

B. RECYCLER charges the following rates:
\$150.00 charge for drop off (Friday) and pick up of trailer/truck (Monday)
\$175.00 charge for one tire handler/money collector
\$250.00 minimum tire charge

➤ **LESS THE FEES COLLECTED FOR TIRES**

C. RECYCLER makes the following warranties:

- 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
- 2) RECYCLER is solely responsible for the safe removal of all tires and rims in accordance with Federal Law and the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said items. The RECYCLER will also provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.

D. RECYCLER shall provide to CITY a complete report of the actual tonnage of tires and rims recycled, with a breakdown of tonnage for tires and for rims recycled.

E. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED: _____

DATED: _____

CITY OF HAM LAKE

RECYCLER

Recycling Coordinator

First State Tire, Inc.

January 8, 2021

City of Ham Lake
15544 Central Avenue NE
Ham Lake, MN 55304

Dear Jennifer,

Thank you for contacting us about your Amnesty/Recycling Day this spring on May 1st, 2021. We would be happy to assist you with the tires during this time.

Site Location: 15544 Central Ave NE, Ham Lake.

<u>Price Per Tire</u>	<u>(Minimum tire charge of \$250.00)</u>	<u>Fee</u>
1. Passenger Tires~	On or Off Rim	\$2.00
2. Light Truck Tires~	On or Off Rim	\$2.50
3. Semi Truck Tires~	Off Rim	\$8.00
4. Semi Truck Tires~	On Rim	\$9.00
5. Tractor Tires: * 24" or smaller	*off rim ~ <u>add an additional \$10.00 if on rim</u>	\$25.00
6. Tractor Tires: * 24" or larger	*off rim ~ <u>add an additional \$10.00 if on rim</u>	\$35.00
7. ATV or Motorcycle Tires ~	On or Off Rim	\$1.25

<u>Additional Service opportunities/options available:</u>	<u>Fee</u>
• Drop off a Trailer or Truck on Friday and Pick-Up on Monday	\$150.00
• Drop off a Trailer or Truck on Saturday and Pick-Up on Saturday	\$200.00
<u>PLUS</u>	
• Provide one Tire Handler to load Tires into Truck or Trailer	\$100.00
• Provide one Tire Handler to load Tires and one Staff to Collect Money	\$175.00
• Provide Two Tire Handlers to load Tires into Truck or Trailer	\$175.00

*** Collect your own tires for Next Week Pick-up ~ ** additional \$100.00 trip charge ****

Sincerely,

Connie Alvarez
Dispatch



MEMORANDUM OF UNDERSTANDING

The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 1, 2021 and September 11, 2021. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

A. Green Lights Recycling, Inc., (RECYCLER) is licensed by the State of Minnesota to dispose of the following types of materials:

- *Fluorescent Lamps and Electronics – see rate sheet
- *Appliances, Batteries, Electronics, Mattresses, Tires and other items listed on price sheet

*Fluorescent Lamps and Electronics will be collected at events held at City Hall.
All items will be collected at events held at Green Lights Recycling.*

B. RECYCLER charges the following rates:
\$35.95/hour, per attendant present at recycling events

C. RECYCLER makes the following warranties:

- 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
- 2) RECYCLER is solely responsible for the safe removal of all items listed above accordance with Federal Law and the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said items. The RECYCLER will also provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.

D. RECYCLER shall provide to CITY a complete report of the actual tonnage of items received.

C. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED: _____

CITY OF HAM LAKE

DATED: _____

RECYCLER

Recycling Coordinator

Green Lights Recycling, Inc.

Project Price List – 2021 Anoka County Events

LAMPS	PRICE	
FLUORESCENTS 4' AND UNDER	\$0.50	EACH
FLUORESCENTS 5' AND OVER	\$0.75	EACH
COMPACT/CIRCULAR/U SHAPED	\$0.75	EACH
COMPACT LAMPS WITH BASE	\$0.95	EACH
H.I.D.	\$2.50	EACH
FLUORESCENT LIGHT FIXTURES	\$25.00	EACH
TVs & MONITORS	PRICE	
TVS & MONITORS UP TO 17"	\$20.00	EACH
TVS & MONITORS 18" TO 31"	\$30.00	EACH
TVS & MONITORS 32" AND OVER	\$55.00	EACH
CONSOLE TVS	\$85.00	EACH
REAR PROJECTION TVS	\$85.00	EACH
<i>(Additional \$20.00 each for Broken TVs or CRTS)</i>		
MISC ELECTRONIC ITEMS	PRICE	
TABLETS, CABLES, CELL PHONES, LAPTOPS & SERVERS	FREE	
<i>(If computer or laptop has a hard drive in it, there will be a \$7.00 fee)</i>		
SMALL ITEMS	\$6.00	EACH
<i>(DVD & VCR Players, Stereos, Speakers, Coffee Makers, Record Players, Toasters, Toaster Ovens, Phones, Small Appliances & Video Gam Consoles)</i>		
SCANNERS & FAX MACHINES	\$10.00	EACH
ALL -IN-ONE PRINTERS	\$35.00	EACH
RESIDENTIAL INJET PRINTER	\$10.00	EACH
RESIDENTIAL LASER JET PRINTER	\$35.00	EACH
COMMERCIAL COPIER	\$95.00	EACH
APPLIANCES	PRICE	
APPLIANCES & VACUUM CLEANERS	\$12.00	EACH
WATER HEATERS & WATER SOFTENERS (EMPTY OF WATER OR SALT)	\$15.00	EACH
WATER HEATERS & WATER SOFTENERS (NOT EMPTY OF WATER OR SALT)	\$25.00	EACH
WINDOW AIR CONDITION UNITS	\$20.00	EACH
HUMIDIFIER & MICROWAVE	\$15.00	EACH
DEHUMIDIFIER	\$23.00	EACH
GROUND NON-COMMERCIAL AIR CONDITIONING UNIT	\$30.00	EACH
BATTERIES	PRICE	
ALKALINE, NICKEL CADMIUM, LITHIUM ION, NICKEL METAL HYDRIDE	\$1.75	POUND
LITHIUM	\$6.75	POUND
SEALED LEAD ACID CAR BATTERIES	FREE	

Green Lights Recycling

Page 1

CARPET	PRICE	
CARPET (5 FEET WIDTH OF ROLLS)	\$6.00	EACH
CARPET (OVER 5 FEET WIDTH OF ROLLS)	\$18.00	EACH
CARPET (RUBBER BACKED)	\$18.00	EACH
OTHER MISC ITEMS	PRICE	
CAR TIRES (IF RIM, ADD \$2.25 PER TIRE)	\$7.00	EACH
SUV/TRUCK TIRES (IF RIM, ADD \$2.25 PER TIRE)	\$9.00	EACH
MATTRESS & BOX SPRINGS	\$20.00	EACH
KING SIZE MATTRESS / PILLOW TOPS / EXTRA THICK	\$25.00	EACH
WALKING TREADMILLS - (ELECTRIC)	\$40.00	EACH
NON-ELECTRIC EXERCISE EQUIPMENT	\$25.00	EACH
ORGAN	\$150.00	EACH
PLAYER PIANO	\$150.00	EACH
DRY CHEMICAL FIRE EXTINGUISHER	\$30.00	EACH
PROPANE TANKS - 1 LB DISPOSABLE (MUST BE EMPTY)	\$6.00	EACH
PROPANE TANKS - 20 LB DISPOSABLE (MUST BE EMPTY)	\$20.00	EACH
PROPANE BBQ GRILLS WITHOUT PROPANE TANK	\$15.00	EACH
PROPANE BBQ GRILLS WITH PROPANE TANK	\$35.00	EACH
CHARCOL GRILL (Must be clean with all non-metal material removed)	FREE	
SCRAP METAL (Must be clean with all non-metal material removed)	FREE	
SHREDDING	PRICE	
HARD DRIVE SHREDDING	\$5.00	EACH
ONSITE @ GLR PAPER SHREDDING	Call	PER EVENT



MEMORANDUM OF UNDERSTANDING

The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 1, 2021 and September 11, 2021. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Lakér, a monthly civic newsletter.

- A. J.R.'s Advanced Recyclers, (RECYCLER) licensed by the State of Minnesota to dispose of the following types of refuse: Propane tanks and appliances which will include, but not limited to refrigerators, freezers, washers, dryers, air conditioners, dehumidifiers, stoves, trash compactors, microwaves, furnaces, and humidifiers. Appliances will be in a square (non-compacted) condition, and not contain food, debris, or other foreign material.
- B. RECYCLER charges the following rates: \$10.00 for each appliance and \$5.00-\$10.00 per propane tank, tendered to the RECYCLER.
- C. RECYCLER makes the following warranties:
 - 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
 - 2) RECYCLER is solely responsible for the safe removal of all propane tanks and appliances in accordance with Federal Law and the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said appliances. The RECYCLER will also provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.
- D. RECYCLER shall provide to CITY a complete report of the actual tonnage of appliances recycled, including a breakdown of the tonnage of appliances.
- E. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED: _____

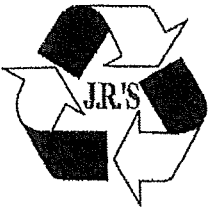
DATED: _____

CITY OF HAM LAKE

RECYCLER

Recycling Coordinator

J.R.'s Advanced Recyclers



10619 Courthouse Blvd., Inver Grove Heights, MN 55077
 Telephone (651) 454-9215 Fax (651) 454-8345 (800) 358-6563
 Website: advancedrecyclers.com e-mail: recycle@jrsappliance.com

SCHEDULING/RESERVATION FORM - STAFFED

Customer/Agency: City of Ham Lake
 Contact Person: Jennifer Bohr Title: Recycling Coordinator
 Phone: 763-434-9555 Fax: 763-434-9599 Cell: _____
 Office (Billing) Address: 15544 Central Ave NE
 Collection Site Address: Same
 Collection Date(s): Spring May 1 Fall Sept. 11
 Collection Hours: From 8:00am - Noon To 8:00 - Noon
 Fees Collected By: Customer J.R.'S
 Special Instructions/Remarks: _____

Services Needed For Event (check all that apply)

**J.R.'S Emergency Contact
Terry Zeien 612-868-9916**

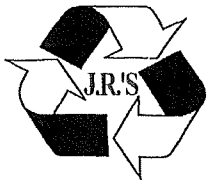
- Appliances:** \$10/unit including staff. Commercial and gas/ammonia appliance fees will vary
- Electronics:** \$0.50/lb.
- Scrap Metal:** \$95 per hour for off box delivery/pickup. We pay market price for metal collected
- Tires:** See attached price list
- Batteries:** Car batteries free – Call for details.
- Bulbs:** See attached price list
- Propane Tanks:** See attached price list

J.R.'S Appliance Disposal, Inc. (RECYCLER) ensures all items collected will be recycled according to Federal law and the laws of the State of Minnesota. J.R.'S is solely responsible for the safe removal of all PCB's, Mercury, CFC's, Appliance metals, and Other hazardous wastes, The Recycler retains the right to refuse any appliances deemed to be in such compacted or destroyed condition which prevents the proper removal of hazardous wastes and/or refrigerant according to law. The Recycler shall secure and maintain all necessary PERMITS and APPROVALS necessary to handle said items. The Recycler will also provide any necessary CERTIFICATES OF INSURANCE to the Customer, prior to start of work. INSURANCE shall remain in effect at all times and not be materially changed.

Special charges will be agreed to by both parties prior to acceptance by either party. Customers shall pay within 30 days of the invoice date.

The Recycler shall INDEMNIFY and HOLD the Customer and its employees HARMLESS from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the Recycler; of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted under this agreement.

Accepted for Customer: Jennifer Bohr Date: 12-17-2020
 Title: City of Ham Lake Recycling Coordinator
 Accepted for J.R.'S Appliance: [Signature] Date: 12-15-20
 Title: Sales Manager



10619 Courthouse Blvd., Inver Grove Heights, MN 55077
 Telephone (651) 454-9215 Fax (651) 454-8345 (800) 358-6563
 Website: advancedrecyclers.com e-mail: recycle@jrsappliance.com

Appliances

Air Conditioner	
Compressor	
Dehumidifier	
Dishwasher	
Disposable Refrigerant Tank	
Drinking Fountain	
Dryer	
Freezer	
Furnace	
Garage Door Opener	
Garbage Disposal	
Gas Air Conditioner	
Gas Refrigerator 4' & under	
Gas Refrigerator over 4'	
Humidifier	
Microwave	
Refrigerator	
Stove/Oven	
Trash Compactor	
Vent Hood (free with stove)	
Washing Machine	
Water Cooler	
Water Heater	
Water Softener	
Bulk discounts apply for 10 appliances or more.	

CALL

Electronics

CD Player	\$5.00
Cell Phone	Free
Copier (Small)	\$25.00
Copier (Medium 30-50 lbs)	\$60.00
Copier (Large Over 50 lbs)	\$135.00
Computer/Laptop	\$15.00
Fax Machine	\$20.00
Keyboard & Mouse	Free
Modem (External)	\$10.00
Monitor (CRT's - up to 17")	\$30.00
Monitor (CRT's - 18" and up)	\$35.00
Printer (Small)	\$15.00
Printer (Large/Laser)	\$35.00
Scanner	\$15.00
Small Radio	\$15.00
Stereo Receiver	\$25.00
Stereo (Console)	\$50.00
Telephone	\$3.00
Treadmill	\$25.00
TV (13" & Smaller)	\$25.00
TV (14"-19")	\$30.00
TV (20"-27")	\$35.00
TV (28" and larger)	\$55.00
TV (Console)	\$55.00
TV (Plasma/LCD 4"-20")	\$20.00
TV (Plasma/LCD 21"+)	\$30.00
Typewriter	\$15.00
UPS/Battery Backup	\$25.00
Vacuum Cleaner	\$5.00
VCR/DVD Player	\$5.00
If you have over 20 electronics we charge by the pound. Call for prices!	

Misc. Items

Air Compressors	\$10.00
BBQ Grills	\$10.00
Generators	\$10.00
Metal Desks/Cabinets	CALL
Power Tools	\$5.00
Propane Tanks Under 3'	\$5.00
Propane Tanks Over 3'	\$10.00
Smoke Detectors	\$2.00
Thermostat/Mercury Dvc.	\$0.00
Toner Cartridges	\$2.00

Fluorescents

4 Feet & Smaller	\$0.60
Over 4 foot	\$0.90
Compact	\$0.90
H.I.D	\$1.90
U shape & Circle	\$1.00
Shatter Shield	\$2.40
U.V. Lamps	\$4.35
Broken Bulbs	\$1.60
Neon Bulbs	\$3.60
Ballasts	\$1.50/lb.
Light Fixtures	\$10.00
\$5.00 handling charge added for under 25 bulbs. Boxes available!	

Batteries

Lead-Acid (Cars)	\$5.00
Lead-Acid (Trucks)	\$7.50
Lead-Acid (Commercial)	\$10.00
Alkaline Batteries	\$0.50/lb.
Laptop Batteries	\$2.00
Lithium	\$1.00
Li-Ion	\$2.00
NiCad	\$2.00
NiMH	\$2.00
Lead-Acid battery bins available for large amounts. Call for pricing.	

Lawn & Garden

Chain Saws	\$10.00
Lawn Mower (Push)	\$10.00
Lawn Mower (Rider)	\$25.00
Leaf Blowers	\$10.00
Pressure Washers	\$10.00
Roto Tillers	\$10.00
Snow Blowers	\$10.00
Weed Whackers	\$10.00

Tires

Lawn & Garden	\$3.00
Car	\$6.00
Light Truck	\$6.00
Semi	\$12.00
Tractor	CALL
Charge Per Rim	\$2.00

Commercial Appliances

Chiller
Cooler
Deep Fryer
Dishwasher
Display Case
Dryer
Grill
Ice Machine
Incubator
Liebert
Pop Machine
Prep Tables
Roof-Top Air Conditioner
Vending Machine
Washing Machine
Water Heater (75+ gallons)

CALL

20, 25, 30 & 40 yd Roll-Off Boxes available for Construction & Demolition, Scrap Metal, Electronics & Tires

Pickup charges may apply, please call for quote: (651)454-9215

Meeting Date: January 19, 2021

CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Andrea Worcester, Finance/Human Resource Director

Item/Title/Subject: Signers for bank and investment accounts

Introduction/: Discussion:

Councilmember Gary Kirkeide has taken the role of departing Councilmember Tom Johnson and we need to designate him as a signer on the City's bank accounts and an authorized trader on the City's investment accounts. The signers/authorized traders are currently as follows:

21st Century Bank:

General Checking – Denise Webster, City Clerk, Mayor Van Kirk, Councilmember Kirkeide, and Dawnette Shimek, Deputy City Clerk

Trust Checking – City Clerk Webster, Deputy City Clerk Shimek and Finance Director Worcester.

Certificates of deposit – City Clerk Webster and Finance Director Worcester

Money Market – City Clerk Webster and Finance Director Worcester

Falcon Bank:

Money Market Account and certificates of deposit – City Clerk Webster, Mayor Van Kirk, Councilmember Johnson, and Finance Director Worcester

4M Funds and RBC Capital Markets:

City Clerk Webster and Finance Director Worcester

Recommendation:

I recommend that Council adopt the Resolution adding Councilmember Gary Kirkeide as a signer to the 21st Century General Checking Bank Account, replacing Councilmember Tom Johnson.

RESOLUTION NO. 21-XX

RESOLUTION RELATING TO APPOINTING SIGNERS AND AUTHORIZED TRADERS FOR
THE CITY'S CASH AND INVESTMENT ACCOUNTS

WHEREAS, Tom Johnson, Councilmember, will be removed as a signer on the City's general checking account,

WHEREAS, Gary Kirkeide, Councilmember, will be added as a signer on the City's checking general account

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

That the City Council hereby appoints Gary Kirkeide, Councilmember to replace Tom Johnson, Councilmember as a signer on the general checking account, at 21st Century Bank.

Adopted by the City Council of the City of Ham Lake this 19th day of January, 2021.

Michael G. Van Kirk, Mayor

Denise Webster, City Clerk



**CITY OF HAM LAKE
STAFF REPORT**

To: Mayor and Councilmembers

From: Andrea Worcester, Finance Director/Human Resource Director

Item/Title/Subject: Ham Lake Haulers Contract/Street Light Billing

Ham Lake Haulers Waste Removal Contract:

In October discussion started with Ace Waste and Waste Management about the Ham Lake Haulers Contract. The overall the contract for waste and recycling removal did not change, however, there are some key takeaways:

- There was a verbiage change from the prior contract that the company servicing an area could change. The City can now ask for reports showing when and where services are being provided as well as which company is doing the removal.
- Tipping fees used to be calculated using the rate from Consumer Pricing Index. This fee was then part of the monthly service fee. Starting in 2021, if the tipping fee is to exceed \$2.00 per ton annually, the excess will be reflected as a separate line item on the bill. The \$2.00 per ton annual is already figured into the monthly fee, so no addition line item would happen.
- The process for how past due accounts are handled has changed. In the prior contract past due accounts we not being addressed and there was no leverage for Ace Waste or Waste Management to collect on these accounts. This process has been updated to help the companies have leverage when there are past due issues. Below is the new process:

Day of the Month	Action
○ 20th	Payment is due
○ 25th	Friendly Auto Phone Message Sent
○ 30th	Reminder Bill sent with a \$10.00 Finance Charge
○ 35th	2nd Friendly Auto Phone Message
○ 40th	Account is flagged to Suspend
○ 41st to 47th	Trash is Serviced but Tagged – Call Ham Lake Haulers
○ 60th	Cart Removed
○ 60th	3rd Friendly Auto Phone Message Sent – Avoid 3rd Party Collections
○ 60th	City of Ham Lake is notified
○ 85th	Accounts are changed to Collections Status in Billing System
○ 120th	Accounts are Written Off and to Collections Company

Streetlight Billing Contract:

In the summer of 2020, the City received news from Ace Waste about delinquent accounts on the streetlight billing. It seems there were issues on their billing end and miscommunications from the City resulting in past due accounts. Most of the past due billing has been collected as of now. However, while dealing with the issue a lot of obstacles were discovered. First, when Ace bills for streetlights, they remits the whole billing cycle amount to the City. This creates a liability to the City since there may be past due and uncollectable accounts. Second, Ace can only setup an account based on who calls in to set up garbage service making it more complicated to make sure all parcels are being billed according to our street light policy. Lastly, the report from Ace's billing system is limited and creates a reconciliation nightmare for Finance to attest the accuracy of cash flows between the two entities.

Due to the above obstacles, the Streetlight portion of the contract has been separated and is due to expire 12/31/2021 with the last billing done on 7/20/2021. Going forward, the annual Streetlight bill of \$45.00 will be assessed to each parcel owing a streetlight fee.

This change will benefit the City in several possible ways. First, the City will no longer have an unknown liability hanging over their head. They will receive in what is owed based on property tax collections and will be able to calculate what is still owed and by what parcel. Second, employees time can be refocused to more important tasks due to streamlining the administration needed to keep an up dated bill list as well as billing only being done once a year. Third, the City will save on the costs to process and mail out these billings on an estimated 1600 accounts. All of these factors could help contribute to a lowering of the annual street light fee, however, a revenue/cost analysis would need to be completed.

Recommendation:

The City Attorney has reviewed and approved the contracts. Please approve the 2021 Ham Lake Haulers Contract as well as the contract for Residential Street Light Billing.

CONTRACT FOR COLLECTION AND DISPOSAL OF
REFUSE AND RECYCLABLE MATERIAL
IN
THE CITY OF HAM LAKE, MINNESOTA

This Agreement is between the City of Ham Lake, Minnesota, a Political Subdivision ("City") and Ham Lake Haulers, Inc., a Minnesota Corporation ("Contractor"), and is to be effective on February 1, 2021.

Recitals

City and Contractor have been parties to the predecessors of this agreement since 1991, pursuant to a negotiated contract implemented under the provisions of Minnesota Statutes Chapter 1 15A.94. This agreement is intended to provide for both the collection of refuse and recyclable materials at curbside from residential customers.

1.0 Definitions.

1.1. "Additional Collection Service" shall mean all Refuse that is collected in excess of the capacity of the Refuse Container.

1.2. "Customer(s)" shall mean single family or Townhome dwelling within the corporate limits of the City, but excludes dwelling units within Mobile Home Parks and Multiple Family complexes.

1.3. "Refuse" shall mean household solid waste resulting from single family residences or Townhomes that would normally be collected, processed and disposed of through a public or private solid waste management service *provided, however*, "Refuse" shall never include Excluded Waste.

1.4. "Recyclable Material" shall mean the following items:

- a. Glass containers having no plastic, metal or other lids or attachments;
- b. PET, HDPD and PVC having no metal or other non-plastic materials;
- c. Metal beverage and food cans;
- d. Newspapers printed on paperstock, excluding magazines or books;
- e. Cardboard;
- f. Mixed mail, magazines and phone books.
- g. Paper cartons including juice, milk, soup and broth cartons.

1.5. "Excluded Waste" shall mean toxic waste, special waste, yard waste, medical waste, industrial waste or hazardous materials as those terms are commonly defined.

1.6. "Recycling Container" shall mean a Customer provided container, the nature of which shall from time to time be mutually agreed to by City and Contractor, in which residential customers deposit Recyclable Materials for every other week curbside pickup.

1.7. Refuse Bag" shall mean one (1) Low Base Customer- provided plastic garbage bag weighing no more than 50 pounds.

1.8. "Refuse Container" shall mean a non-flammable, watertight, lidded container having a capacity of between 30 and 95 gallons, generally made of plastic or rubberized material.

1.9. "PET" shall mean Polyethylene Terephthalate, a translucent plastic material, such as the common two-liter soft-drink bottle.

1.10. "HDPE" shall mean High Density Polyethylene, an opaque, lighter-than-water plastic commonly used in such things as milk bottles or laundry detergent bottles.

1.11. "PVC" shall mean Polyvinylchloride, a hard, often transparent plastic that is heavier than water, commonly used for such things as cooking oil bottles.

1.12. "Comingling" means the placement of Recyclable Materials in Recycling Containers without sorting.

2.0 General Conditions.

2.1 **Term.** This agreement shall commence on February 1, 2021, and terminate on January 31, 2026, unless extended in writing by the parties.

2.2 **Organization of Contractor.** Contractor is Ham Lake Haulers, Inc., a Minnesota Corporation whose capital stock is owned by Waste Management of Minnesota, Inc., a Minnesota corporation, and by Ace Solid Waste, Inc., a Minnesota Corporation (each, a "Shareholder"). Contractor may not assign any portion of its rights under this agreement, directly or indirectly, to any other entity not described in this section, absent the prior written consent of City; provided, however, that Contractor may subcontract the performance of this Agreement to the Shareholder(s) without the prior written consent of the City.

2.3 **Basic Duties of Contractor.** Contractor shall provide, and shall be the exclusive provider of, weekly pickup, of all Refuse and every other week pickup of Recyclable Materials, Curbside, at single family residences within the City. All pickup of both Refuse and Single Sort Recyclable Materials shall occur on the same day of the week, and shall occur on only one day of the week, in accord with the schedule noted in paragraph 2.9 below. Customers may practice Comingling of Recyclable Materials, and Contractor shall provide a single receptacle to be used exclusively for the purpose of Comingling recyclables. Contractor shall also pick up gathered Refuse which cannot fit into a Refuse Container. Mobile Home Parks and Multiple Family complexes shall not be considered single family residences, provided, that Contractor shall negotiate in good faith to provide the owner of each Mobile Home Park and Multiple Family complex within the City with every other week, pickup service for Recyclable Materials, at curbside for Mobile Homes, and at a single location for Multiple Family complexes. The Majestic Oaks Townhomes and any like complex within the City of Ham Lake shall be included in this contract at a townhome rate.

The City may, in its sole discretion, enforce the exclusivity provisions of this agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to this agreement.

2.4 Geographic Division. Contractor shall divide the area within the City into two distinct service areas, one to be serviced by each Shareholder. The initial service area for each Shareholder shall be as depicted on Exhibit A. No change in the service area held by each Shareholder shall be permitted without the prior written consent of City. Each Shareholder may schedule weekly pickup service within its service area as that Shareholder deems appropriate, subject to the requirement that all pickups in a given service area occur on only one day each week, as outlined in paragraph 2.3 above.

2.5 Billing. Contractor shall bill each customer and collect all fees and charges relating to its services under this agreement. As an additional service for the benefit of the City, Contractor shall deliver bills relating to residential street light service, but only to the extent and in accordance with the terms set forth on Schedule 1 attached hereto and incorporated herein by reference

2.6 City Refuse. Contractor shall, at no additional cost to City, provide weekly pickup of Refuse at seven locations described as follows, and shall furnish a Two Cubic Yard receptacle at each location:

City Hall
City Fire Station at City Hall Complex City
Maintenance Building
Lions Park at City Hall
Fire Station# 2 at Xylite & Crosstown Blvd Ham Lake
Park on Ham Lake
Fire Station# 3 (When constructed at some future date.)

2.7 City Recycling Center. Contractor shall pick up Recyclable Materials dropped off and gathered in containers at a municipal recycling Center to be maintained by City on City Hall property. Pickup shall be as needed. There shall be no additional charge to City for this service.

2.8 Disposal and Observance of Regulatory Provisions. Contractor shall dispose of all Refuse and Recyclable Materials in a lawful manner, and in all other respects, shall observe all rules, regulations, statutes, laws, or ordinances (collectively, "governance") of any entity having jurisdiction over Contractor's activities. In addition, Contractor shall observe all governance of or concerning:

- a) Discrimination on any prohibited basis;
- b) Occupational or workplace activities;
- c) Required insurance coverages;
- d) Payroll, income and property taxes;
- e) Licensing and permitting;
- f) Wage and hour matters;
- g) Unemployment compensation;
- h) Motor vehicle registration, licensing and serviceability;

2.9 Reporting Requirements. Contractor shall furnish such reports on the following topics or subjects as

may from time to time be requested in writing from City. All such reports or information shall be furnished within a reasonable time as specified in the request:

- a) Volume of Refuse and/or Recyclable Materials collected within the City;
- b) Copies of disposal records;
- c) The current pickup schedule for each stop that includes which shareholder services
- d) Complaints from customers.

2.10 Hours for Pickup Activities. All pickup activities shall occur between Monday and Friday, except that if a regularly scheduled pickup day falls on a legal Holiday, pickup for that week only may occur on a Saturday, but a pickup day falling on a legal Holiday will be made up within 48 hours of the normal pickup day. Weather permitting, Contractor shall maintain a consistent time window of the same hour for pickup of Recyclable Materials or Refuse at each stop, and if Contractor determines to change the hour of pickup, shall notify the customer a reasonable time in advance of the hour change.

2.11 Complaints. Contractor shall promptly respond to all customer complaints, and where the complaint is justified, Contractor shall promptly take remedial action to rectify the problem. If the complaint reveals that Contractor failed to pick up Refuse or Recyclable Materials from a given stop at the appropriate time, Contractor shall provide pickup service to the omitted stop within 24 hours of the time of the complaint. All complaints shall be taken at a single telephone number to be maintained by Contractor, to be answered "Ham Lake Haulers", and not in the name of a Shareholder of Contractor. The complaint line shall be staffed between the hours of 8:00 am and 4:30 pm on weekdays, legal Holidays excluded.

2.12 Exclusions / Title. Contractor (or Shareholders) shall not be required to collect, transport, dispose of or otherwise handle any material which is or which the Company reasonably believes to be or contain Excluded Waste. Title to all Refuse and Recyclable Material shall pass to Contractor upon it being loaded onto its Shareholder(s)'s respective collection vehicle. Customers (including, without limitation, the City) shall not deposit in Shareholders's equipment or place for collection by Contractor any Excluded Waste. Title to and liability for any Excluded Waste shall remain with the generator of such Excluded Waste, even if Contractor (or Shareholders) inadvertently collects and disposes of such Excluded Waste.

3.0 Remuneration.

3.1 Charges to Customers. Contractor shall follow the fee schedule noted on Exhibit B for regular weekly and every other week pickup, and for pickup of items not capable of fitting into a Refuse Container.

3.2 SCORE Funding For Curbside Recycling. In addition to Contractor receiving payments from residential customers according to the fee schedule on Exhibit B, City shall pay to Contractor the sum of \$8,127.50 per quarter, due on April 1, July 1, October 1, and January 1 of each year, commencing April 1, 2021. It is acknowledged that this figure is based upon anticipated municipal revenues from the SCORE Fund, a governmental program administered by other governmental agencies. If for any reason these funds are eliminated, the curbside recycling program shall continue, and Contractor shall be compensated by adding 64 cents (the "Recycling Surcharge") to the Monthly Rate being charged to Customers under the rate schedules listed in Exhibit B. The Recycling Surcharge shall be adjusted if the SCORE funding is reduced from its current level, but not eliminated. The adjustment shall be done according to the following formula:

Recycling Surcharge= [(S divided by \$32,510.00) times \$.64], where S equals the new amount of SCORE funding available to the City on an annual basis.

3.3 Adjustments Due to Tipping Fee Changes. It is acknowledged that the Tipping Fee rates anticipated for disposal of Refuse will, at the inception of this agreement, be \$81.50 per ton. It is anticipated that the Tipping Fee will rise by \$2 per ton annually, starting on January 1, 2022, but the tipping fee portion of residential rates will not increase unless an unforeseen increase occurs.

Notwithstanding the foregoing, Contractor shall notify City of any increase or decrease in the Tipping Fee within seven business days after Contractor learns of any such increase. Upon such increase or decrease, the Exhibit B Rates shall be equitably adjusted. Contractor shall furnish such information to City as is reasonably necessary for City to determine the amount of equitable adjustment necessary. If the parties are unable to agree upon the amount of equitable adjustment, then, the rates on Exhibit B shall automatically increase in accordance with the following formula:

$$((\text{The Amount of Any Increase in the Tipping Fee Per Ton}) \times (.93)) / 12 = \text{The Amount to be Added to the Monthly Rates on Exhibit B}$$

For the avoidance of doubt and by way of example only, if Tipping Fees increase by \$3.00 per Ton and Contractor and City are unable to agree upon an equitable adjustment to the rates on Exhibit B, such rates would automatically increase by \$.23 per month $((\$3.00) \times (.93) = \$2.79) / 12$.

3.4 Credit for Temporary Service Interruption. Upon the advance request of a Customer who advises Contractor of a need to temporarily interrupt service for a period which would include four normal pickup dates or more (for Refuse Bags or Containers), such as might occur as a result of a vacation or other absence, Contractor shall provide for a pro-rata reduction in the normal monthly fee for that customer.

4.0 Collection from Non - Paying Customers. The fees levied for service by Contractor shall constitute a civil debt and liability owing to Contractor from the Customer and shall be collectible in any manner provided by law, including, without limitation, the reporting of delinquent payers to collection agencies or bureaus. The Contractor will follow a standard collection process each month to ensure timely payments as described below:

Day	Action
20 th	Payment is due
25 th	Friendly Auto Phone Message Sent/Payment Due on the 20 th
30 th	Reminder Bill is sent with a \$10.00 Finance Charge
35 th	2 nd Friendly Auto Phone Message Sent
40 th	Account is flagged as Suspend Non Payment in Billing System
41 st to 47 th	Trash is Serviced but Tagged – Call Ham Lake Haulers
60 th	Service Pricing is Ended and Cart Removal Orders Created
60 th	3 rd Friendly Auto Phone Message Sent – Avoid 3 rd Party Collections
60 th	City of Ham Lake is notified
85 th	Accounts are changed to Collection Status in Billing System
120 th	Accounts are Written Off and Sent to Collections Company

In addition to steps set forth above, the Contractor may request delinquent collection support from the City for delinquent accounts over three months past due. ~~The City shall establish its own procedures for processing and administration of such request from the Contractor to collect delinquencies via the City's powers available for collection of special service fees.~~ **Contractor shall be allowed to collect reasonable finance charges from non-paying customers once approved by the city council.**

4.1 Uniform Signage. Each Shareholder of Contractor may utilize rolling stock which bears the corporate name and insignia of that Shareholder;

4.2 General Conditions of Default, Notice and Termination. The remedies available to City under paragraphs 4.2 hereof shall be optional with City. In the event that City deems that a condition of default exists on the part of Contractor (it being acknowledged that Contractor is responsible for the actions of its Shareholders), City shall provide Contractor with written notice of the condition of default, the requirements to cure the default, and a reasonable time period in which to cure the default. Upon failure of Contractor to timely cure the default, City may terminate this agreement, in which case Contractor shall continue to perform the agreement for such time as is

necessary to provide for a transition of service to other haulers, not to exceed thirty days.

4.3 Review Meeting. When requested, Contractor shall cause a representative of each of its Shareholders to attend a meeting with City staff, to be conducted at City Hall, 15544 Central Avenue Northeast, upon reasonable notice from City.

4.4 Funding Programs. Contractor acknowledges that from time to time, City is engaged in applying for, qualifying for and receiving certain funding from other entities for solid waste disposal, and that City must provide certain data or follow certain procedures in order to be eligible for such funding. Contractor shall make good faith efforts to cooperate as requested in the application for or continued qualification for any such funding.

4.5 General Indemnification. Contractor acknowledges that this agreement creates no relationship between City and Contractor or its Shareholders, of principal and agent, master and servant, employer and employee, or any other condition in which the doctrine of respondent superior could or should be applied to City, or under which vicarious liability could be ascribed to City due to any act or omission of Contractor, its Shareholders or agents. To this end, Contractor and its Shareholders shall defend, indemnify and save harmless City against any liability and any claim of liability for any negligent act or omission or willful misconduct of Contractor, its Shareholders and agents to any third party which arises out of this existence of this contract.

4.6 Notices. Whenever under this agreement there is a requirement of written notice, such notice shall be sufficient if personally delivered, as evidence by affidavit of service, or mailed by Certified United States Mail to the following:

As to City:
c/o City Administrator
15544 Central Avenue Northeast
Ham Lake, MN 55304

with copies to:

Joe Murphy
Carson, Clelland & Schreder
Brookdale Corporate Center
6300 Shingle Creek Parkway
Suite 305
Minneapolis, MN 55430

As to Contractor:
Ham Lake Haulers, Inc.
6601 McKinley St NW
Ramsey, MN 55303

with copies to:

Waste Connections, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110 The
Woodlands, TX 77380

4.7 Dispute Resolution. Any dispute arising out of the terms of this agreement, may be resolved by Arbitration, under the rules of the American Arbitration Association. Subject to the exception noted below, the arbitrator(s) in any such action may award to the prevailing party all reasonable costs and expenses, including attorney's fees.]Except as noted above, the prevailing party in any dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

4.8 Force Majeure. Contractor shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event beyond the control of Contractor renders its performance hereunder substantially impossible. Contractor shall diligently pursue resumption of services after such an event.0

4.9 No Joint and Several Liability Among Shareholders. The Parties agree that each Shareholder shall not be liable for any of the obligations or liabilities of the other Shareholder or of the Contractor. Under no circumstances shall the obligations or liabilities of one Shareholder be considered joint and several with the obligations or liabilities of any other Shareholder.

4.10 Entire Agreement / Modification. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

(Remainder of page intentionally left blank.)

Wherefore, the parties have executed this Agreement to be effective February 1, 2021.

City of Ham Lake

Ham Lake Haulers, Inc.

By: _____
Mayor

By: _____

Its: _____

By: _____
City Administrator

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Exhibit A: Service Areas

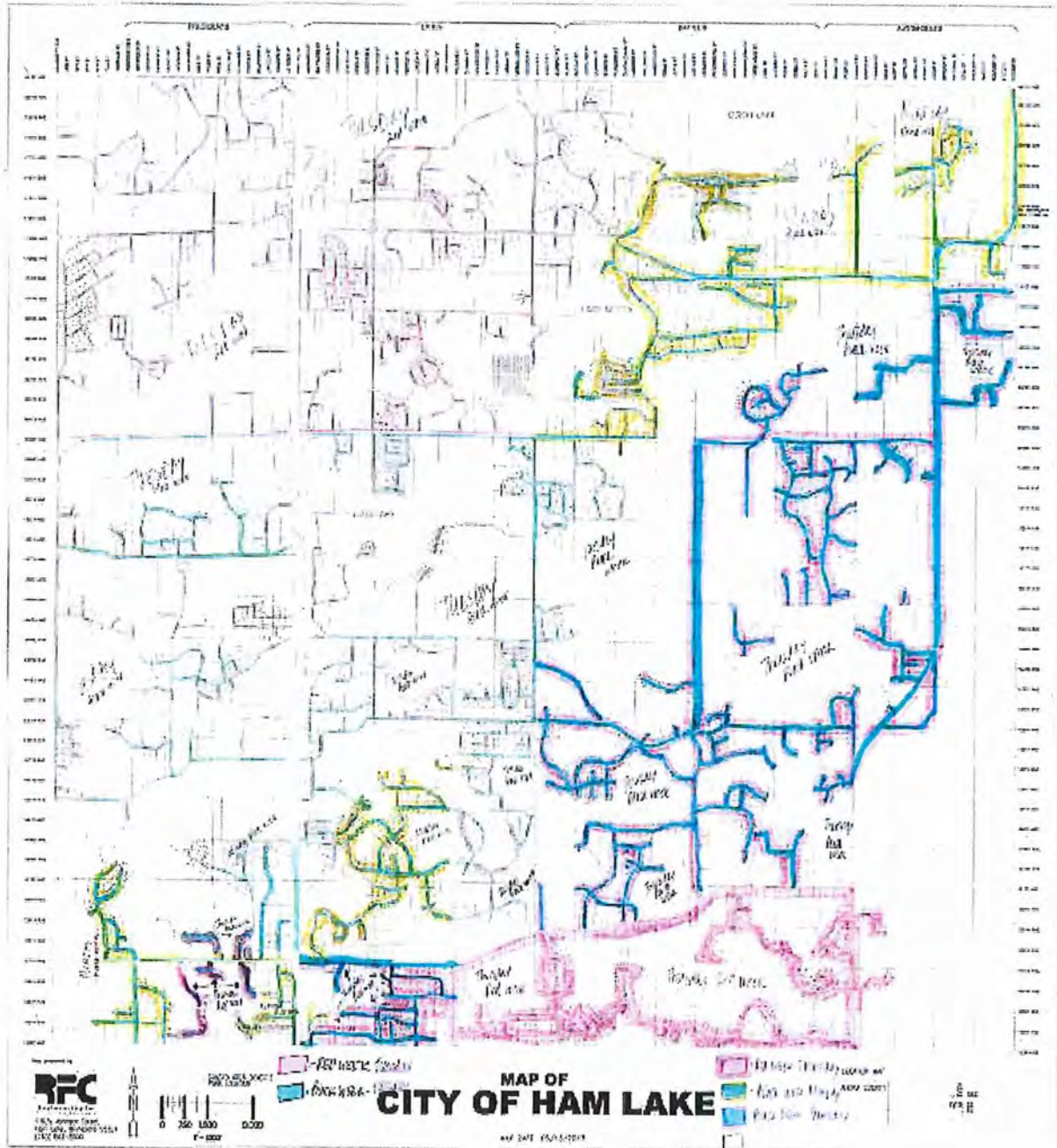


Exhibit B: Rates

I. Curbside Refuse Pick

<u>I. Curbside Refuse Pickup****</u>	2/1/2021	2/1/2022	2/1/2023	2/1/2024	2/1/2025
Low Base Customers**	\$ 9.88	\$ 10.08	\$ 10.28	\$ 10.48	\$ 10.69
30-38 Gallon Customers*	\$ 12.33	\$ 12.58	\$ 12.83	\$ 13.08	\$ 13.35
60-76 Gallon Customers*	\$ 17.72	\$ 18.07	\$ 18.44	\$ 18.80	\$ 19.18
77-90 Gallon Customers*	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92
Two Container Customers*	\$ 29.33	\$ 29.92	\$ 30.51	\$ 31.13	\$ 31.75
Townhomes***	\$ 15.99	\$ 16.31	\$ 16.64	\$ 16.97	\$ 17.31
Curbside Recycling Only	\$ 6.55	\$ 6.68	\$ 6.81	\$ 6.95	\$ 7.09

*Customer will not be charged extra so long as all Refuse offered for pickup is contained in the container, even if extending slightly above the top rim of the container.

**A "Low Base" customer is a customer offering a single garbage bag of Refuse, not in a container furnished by Contractor. There are 26 existing "Low Base" customers, who shall continue to be served by Contractor, but Contractor shall not accept any additional "Low Base" Customers, and shall require all future customers to use a container furnished by Contractor.

***This rate shall only apply to Townhomes, per dwelling unit.

All Pricing listed is per month.

II. Fees for Specific Items (Listed on the following page)

1) Extras will be taken and charged to the home owners account, except in the case of townhomes/associations where pickup and payment must be prearranged.

Extra Charges			
Extra bag of refuse	\$ 2.00	Couch	\$ 25.00
Bundle of Brush (5ft length X 3 inch diameter branch size limit)	\$ 5.00	Hide a bed	\$ 35.00
Auto Car Seat (single)	\$ 12.50	Table	\$ 15.00
Auto Car Seat (double)	\$ 17.00	Kitchen Chair	\$ 4.00
Mattress or box spring - single	\$ 40.00	Bathtub	\$ 30.00
Mattress or box spring -Double or larger	\$ 50.00	Sink	\$ 12.00
Carpet & pad (12x12 room, 4-5 ft wide, rolled up)	\$ 20.00	Toilet	\$ 15.00
Chair (stuffed or recliner)	\$ 20.00	Lawnmower (push type, drain all fluids)	\$ 17.00
		Christmas Tree	\$ 5.00
Special Material Collection Price List			

- 1) Electronics containing a CRT are banned from disposal in the garbage.
- 2) Other electronic/computer related items can be disposed of in the garbage, but will be offered recycle option
- 3) Major appliances are banned from disposal in the garbage and must be either recycle or reused.
- 4) A separate truck other than the regular service truck will be dispatched for collection.
- 5) **Collection is done on the regular day of service**
- 6) **Advance notice for scheduling is required.**
- 7) Remind customer to call in advance to cancel. STOP fee is non-refundable unless cancelled in advance
- 8) Appliance must be empty - no food, clothes, trash, etc. left in it
- 9) Item(s) must be visible and **curbside** by **6:30am** - Be sure to advise the customer
- 10) Highlighted items **must be** recycled-MN state law. Non highlighted optional -we can recycle per request

Stop Charge \$35.00 PLUS per item charges below

Computer Related Items			
Computer Monitors	\$ 15.00	PDA	\$ 5.00
CPU Box	\$ 5.00	Printer - Household	\$ 10.00
Laptop Computer	\$ 10.00	Scanner - Household	\$ 10.00
Keyboard & Mouse	\$ 5.00	Scanner - Large Business	\$ 20.00
Office Equipment & Other			
Copier	\$ 25.00	Fax Machines	\$ 5.00
Cell Phone	\$ 5.00		
Televisions			
Console Television	\$ 60.00		
Television > 40 in	\$ 45.00	Television > 20 up to 29 in	\$ 25.00
Television > 30 up to 39 in	\$ 30.00	Television < 20 in	\$ 15.00
Appliances- <i>Always verify if it's a residential or commercial type appliance</i>			
Only electric refrigerators are accepted - no gas refrigerators will be taken			
Refrigerator - Household	\$ 20.00	Clothes Washer	\$ 20.00
Dishwasher	\$ 20.00	Clothes Dryer	\$ 20.00
Stove	\$ 20.00	Dehumidifier	\$ 20.00
Freezer	\$ 20.00	Furnace - Residential	\$ 20.00
Trash Compactor - Household	\$ 20.00	Room Air Conditioner	\$ 30.00

Water Heater - Household	\$ 20.00	Air Heat Pump	\$ 30.00
Outside Air Conditioner Unit	\$ 30.00		
Water Heater - Pool	\$ 20.00		
Garbage Disposal	\$ 15.00		
Microwave	\$ 10.00		
Tires			
Car Tire without Rim	\$ 2.00	Truck Tire without Rim	\$ 25.00

Residential Street Light Billing

1. Contract Performance. CONTRACTOR (ACE Solid Waste Inc.) shall send bills to residents which receive street lighting from CITY ("Street Light Residents"). CITY will provide CONTRACTOR with accurate names and addresses of each resident to be billed, as well as each corresponding amount to be billed. Billing for service will be quarterly to residents unless otherwise agreed.
2. Term. This Residential Street Light Billing Agreement shall end on December 31, 2021 or at a date earlier than the aforementioned, provided agreement from both the CONTRACTOR and the CITY. The end of the term shall require a true up of payments made to the CONTRACTOR for a period of time to be determined by the CONTRACTOR and the CITY to ensure no financial liability exposure for either party.
3. Payments from the City. CONTRACTOR shall complete performance of the work in exchange for CITY paying to CONTRACTOR the amounts set forth below (the "Fees"):
 - A. \$1.25 per invoice for services billed; and
 - B. \$7.25 per new account set-up or transfer (move-in/move-out)

CONTRACTOR will remit payments it receives from Street Light Residents minus the Fees owed by CITY to CONTRACTOR. CONTRACTOR shall provide CITY with system reports detailing billed amounts and amounts collected from Street Light Residents. CONTRACTOR may pursue any lawful means of collecting any unpaid amounts. CITY will reasonably cooperate with CONTRACTOR's efforts to collect past due amounts. The City shall establish its own procedures for processing and administration of such request from the Contractor to collect delinquencies via the City's powers available for collection of special service fees.

4. Compliance with Applicable Regulations. CONTRACTOR shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices, payment of all required withholding taxes, workers' compensation and unemployment compensation insurance, liability insurance, OSHA or other safety rules and regulations, construction practices, environmental practices, wetland protection measures, vehicular safety and/or weight restrictions, refuse disposal practices, and notices to employees, whether or not such rules, regulations, statutes or ordinances are set forth or adopted by reference in the Submission Requirements herein.

Pursuant to Laws of Minnesota 1995, Chapter 31, if CONTRACTOR shall fail to pay any subcontractor hired by CONTRACTOR under this project within 10 days after CONTRACTOR receives payment from CITY for work for which CONTRACTOR is liable to any subcontractor, CONTRACTOR shall be liable to the subcontractor for interest on the unpaid balance, at the rate of 1.5 per cent per month. Any subcontractor aggrieved by CONTRACTOR'S failure to remit payment to the subcontractor shall, for the purpose of enforcement, be considered a third-party beneficiary of this contract. However, nothing in this contract shall be deemed to impose upon CITY any duty to monitor, enforce or otherwise become involved in payments from CONTRACTOR to any subcontractor.

5. Indemnification. CONTRACTOR shall indemnify and save harmless CITY from any liability arising out of CONTRACTOR'S failure to observe compliance with Paragraph 2 above.
6. Compliance with Statutory Requirements

A. Data Practices Compliance: Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. If required by law, Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirement of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

B. Worker's Compensation Contractor shall, at the time of execution of this contract, furnish evidence satisfactory to the City that Contractor maintains or is exempt from maintaining Worker's Compensation coverage, pursuant to Minnesota Statutes Chapter 176.182.

C. Income Tax Withholding Prior to the time of final payment of any amounts owing to Contractor under this agreement, Contractor shall furnish a copy of Form IC-134, certified by the Minnesota Department of Revenue, documenting that all withholding tax requirements have been observed by Contractor.

D. Audit Pursuant to Minnesota Statutes Chapter 16C.05 (sub. 5), the books and records of Contractor which are relevant to the services being performed under this Contract shall be subject to inspection in accord with said statute, for a period of six years from the

date of final payment hereunder.

7. Performance and Payment Security. Contractor is not required to post any performance and payment security as a condition of this Contract by reason of the fact that the contract amount is for less than \$75,000.00, and City is not requiring performance security.
8. Notices. Any notice which is or should be required to be given to CONTRACTOR shall be sufficient if addressed as follows, and deposited, postage prepaid, in the regular United States Mail. Notice shall be deemed to have been received on the third business day following the postmark:
ACE Solid Waste
6601 McKinley St
NW Ramsey, MN
55123
9. Payment. City shall remit to Contractor payment in full as per the schedule above, Within 30 days of receiving invoice, and assuming that Contractor has fully complied with all of the terms of this agreement, completing the work in a timely and compliant manner.

Wherefore, the parties have executed this Agreement to be effective February 1, 2021.

City of Ham Lake

ACE Solid Waste Inc.

By: _____
Mayor

By: _____

Its: _____

By: _____
City Administrator



**CITY OF HAM LAKE
STAFF REPORT**

To: Mayor and Councilmembers
From: Andrea Worcester, Finance Director
Item/Title/Subject: 2020 4th Quarter Financials

INTRODUCTION/DISCUSSION:

Bank accounts have been reconciled through December 31, 2020 and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited and may be subject to change until the 2020 Audit is completed.

Cash and Investments

The City's cash and investment balances are as follows:

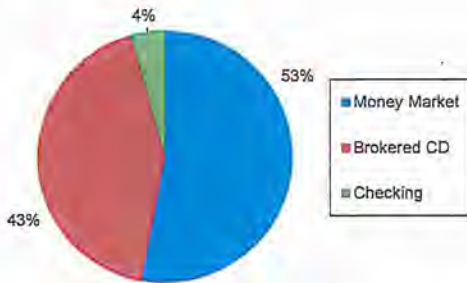
	12/31/2020	12/31/2019	Increase/ (Decrease)
Checking	\$ 464,850	\$ 1,018,981	\$ (554,193)
Investments (at Market Value)	10,826,801	10,266,600	560,201
Total Cash and Investments	\$ 11,291,651	\$ 11,285,581	\$ 6,008
Investment Type	12/31/2020	12/31/2019	Increase/ (Decrease)
Checking	\$ 464,850	\$ 1,018,981	\$ (554,193)
Money Market	5,994,107	6,299,433	(305,326)
Negotiable CDs	4,832,694	3,474,283	1,358,411
Municipal Bond	-	-	-
Government Agency Securities	-	492,884	(492,884)
Total Cash and Investments	\$ 11,291,651	\$ 11,285,581	\$ 6,008

City of Ham Lake, Minnesota
Schedule of Investments
For the Month Ending
December 31, 2020

Institution	Description	Type	Market Value 1/1/2020	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 12/31/2020	Market Value 12/31/2020	Unrealized gain / loss
RBC	RBC	Money Market	-	1,169,471.46	(1,210,607.31)	41,135.85	-	0.00	-	(0.00)
RBC	Luana Savings Bank IA	Brokered CD	177,918.63	-	(177,000.00)	(7,229.90)	7,229.90	918.63	-	(918.63)
RBC	Enerbank USA Salt Lake City	Brokered CD	249,440.36	-	-	(5,944.20)	5,944.20	249,440.36	249,264.99	(175.37)
RBC	Morgan Stanley PVT BK	Brokered CD	250,469.82	-	-	(6,290.18)	6,290.18	250,469.82	254,041.74	3,571.92
RBC	Sallie Mae BK Murray Utah	Brokered CD	250,469.82	-	-	(6,290.18)	6,290.18	250,469.82	254,041.74	3,571.92
RBC	Wells Fargo Bank Natl Assn	Brokered CD	253,539.27	-	-	(6,366.89)	6,366.89	253,539.27	257,139.81	3,600.54
RBC	Ally Bank Midvale Utah	Brokered CD	-	246,000.00	-	(2,207.93)	2,207.93	246,000.00	254,582.94	8,582.94
RBC	Bank Hapoalim New York	Brokered CD	240,692.76	-	-	(6,717.35)	6,717.35	240,692.76	250,993.05	10,300.29
RBC	BMO Harris BK NATL ASSN	Brokered CD	248,158.72	-	(248,000.00)	(1,750.27)	1,750.27	158.72	-	(158.72)
RBC	State BK India New York N Y	Brokered CD	247,076.57	-	(247,000.00)	(5,820.40)	5,820.40	76.57	-	(76.57)
RBC	Silvergate Bank La Jolla CA	Brokered CD	246,056.58	-	(246,000.00)	(1,226.62)	1,226.62	56.58	-	(56.58)
RBC	JPMorgan Chase BK NA Columbus	Brokered CD	248,897.90	-	(246,000.00)	(2,590.08)	2,590.08	897.90	-	(897.90)
RBC	Goldman Sachs BK USA New York	Brokered CD	228,191.52	-	-	(4,000.94)	4,000.94	228,191.52	231,244.44	3,052.92
RBC	Morgan Stanley Bank	Brokered CD	249,585.15	-	(249,000.00)	(2,621.67)	2,621.67	585.15	-	(585.15)
RBC	BMO Harris BK NATL ASSN	Brokered CD	-	249,000.00	-	(310.40)	310.40	249,000.00	249,271.41	271.41
RBC	Merrick BK South Jordan Utah	Brokered CD	-	249,000.00	-	(248.31)	248.31	249,000.00	248,718.63	(281.37)
RBC	Texas Exchange Bk Crowley	Brokered CD	-	249,128.93	-	(582.60)	582.60	249,128.93	249,204.18	75.25
RBC	Malaga BK Palos Verdes Calif	Brokered CD	-	249,034.11	-	(416.14)	416.14	249,034.11	246,592.17	(2,441.94)
RBC	Freddie Mac	Brokered CD	-	246,028.70	-	(184.50)	184.50	246,028.70	246,014.76	(13.94)
			2,888,497.10	2,657,663.20	(2,623,607.31)	(19,662.71)	60,798.56	2,963,688.84	2,991,109.86	27,421.02
Falcon National Bank	Community Pride Bank	Money Market	59,099.34	-	-	6,386.70	258.55	65,744.59	65,744.59	-
Falcon National Bank	CD 89417 (renewed)	Brokered CD	300,000.00	-	-	(2,573.79)	2,573.79	300,000.00	300,000.00	-
Falcon National Bank	CD 88834 (renewed)	Brokered CD	200,000.00	-	-	(3,609.63)	3,609.63	200,000.00	200,000.00	-
Falcon National Bank	CD 90376 (renewed)	Brokered CD	506,592.35	-	-	-	3,653.08	510,245.43	531,083.70	20,838.27
Falcon National Bank	CD 90484 (renewed)	Brokered CD	100,500.00	-	-	(203.28)	203.28	100,500.00	100,500.00	-
			1,166,191.69	-	-	(0.00)	10,298.33	1,176,490.02	1,197,328.29	20,838.27
21st CENTURY BANK	Money Market	Money Market	946,545.86	500,026.00	(950,026.00)	-	5,057.54	501,603.40	501,603.40	-
21st CENTURY BANK	CD 3507 (Renewed)	Brokered CD	90,000.00	-	-	(563.37)	563.37	90,000.00	90,000.00	-
21st CENTURY BANK	CD 2 3508 (Renewed)	Brokered CD	90,000.00	-	-	(563.37)	563.37	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3509 (Renewed)	Brokered CD	90,000.00	-	-	(563.37)	563.37	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3510 (Renewed)	Brokered CD	90,000.00	-	-	(563.37)	563.37	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3511 (Renewed)	Brokered CD	90,000.00	-	-	(563.37)	563.37	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3512 (Renewed)	Brokered CD	50,000.00	-	-	(312.98)	312.98	50,000.00	50,000.00	-
21st CENTURY BANK	CD 3735 (Renewed)	Brokered CD	210,000.00	-	-	(1,418.57)	1,418.57	210,000.00	210,000.00	-
			1,656,545.86	500,026.00	(950,026.00)	(4,548.40)	9,605.94	1,211,603.40	1,211,603.40	-
4 M	4M Liquid Assets-101	Money Market	116.11	2,435,642.84	(2,435,810.04)	8.04	52.53	9.48	9.48	0.00
4 M	4M Plus Fund-101	Money Market	4,924,527.05	11,222,734.42	(10,970,718.74)	18,268.54	19,820.84	5,214,632.11	5,214,632.11	-
4M	4M CARES Act Funds	Money Market	-	1,235,128.00	(1,235,171.85)	(8.04)	51.89	(0.00)	-	0.00
4 M	4M Plus Fund-103 Trust Investment	Money Market	211,171.86	-	-	-	945.91	212,117.77	212,117.77	-
			5,135,815.02	14,893,505.26	(14,641,700.63)	18,268.54	20,871.17	5,426,759.36	5,426,759.36	0.00
21st CENTURY BANK	Trust	Checking	91,873.54	605,802.90	(380,939.16)	-	628.40	317,365.68	317,365.68	-
21st CENTURY BANK	General/Checking	Checking	424,447.68	12,040,137.56	(12,299,331.69)	4,548.40	7,957.92	177,759.87	177,759.87	(0.00)
			516,321.22	12,645,940.46	(12,680,270.85)	4,548.40	8,586.32	495,125.55	495,125.55	(0.00)
			\$ 11,363,370.89	\$ 30,697,134.92	\$ (30,895,604.79)	\$ (1,394.17)	\$ 110,160.32	\$ 11,273,667.17	\$ 11,321,926.46	\$ 48,259.29

City of Ham Lake, Minnesota
 Schedule of Investments
 For the Month Ending
 December 31, 2020

Maturities



Maturity	Unadjusted Market Value 12/31/2020	Market Value 12/31/2020	Variance 12/31/2020
Current	\$ 6,989,926.45	\$ 6,987,222.94	\$ (2,703.51)
< 1 year	1,288,131.88	1,291,009.43	2,877.55
1-2 years	1,764,724.34	1,796,306.99	31,582.65
2-3 years	492,028.70	500,597.70	8,569.00
3-4 years	240,692.76	250,993.05	10,300.29
5+ years	498,163.04	495,796.35	(2,366.69)
	<u>\$ 11,273,667.17</u>	<u>\$ 11,321,926.46</u>	<u>\$ 48,259.29</u>
Weighted average Rate of return	0.19%	12/31/2020	
Average Maturity (years)	0.38	12/31/2020	

Investment Type	Market Value 12/31/2020
Money Market	\$ 5,994,107.35
Brokered CD	4,832,693.56
Savings	-
Government Securities	-
Municipal Securities	-
Checking	495,125.55
	<u>\$ 11,321,926.46</u>

Operating Account	
O/S Deposits	\$ 935.29
O/S Checks	(31,210.76)
Reconciled Balance	<u>\$ 11,291,650.99</u>

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
12/31/2015	0.14	0.16	0.49	0.65	1.06	1.31	1.76	2.09	2.27
03/31/2016	0.18	0.21	0.39	0.59	0.73	0.87	1.21	1.54	1.78
06/30/2016	0.20	0.26	0.36	0.45	0.58	0.71	1.01	1.29	1.49
09/30/2016	0.20	0.29	0.45	0.59	0.77	0.88	1.14	1.42	1.60
12/31/2016	0.44	0.51	0.62	0.85	1.20	1.47	1.93	2.25	2.45
03/31/2017	0.74	0.76	0.91	1.03	1.27	1.50	1.93	2.22	2.40
06/30/2017	0.84	1.03	1.14	1.24	1.38	1.55	1.89	2.14	2.31
09/30/2017	0.96	1.06	1.20	1.31	1.47	1.62	1.92	2.16	2.33
12/31/2017	1.28	1.39	1.53	1.76	1.89	1.98	2.20	2.33	2.40
03/31/2018	1.63	1.73	1.93	2.09	2.27	2.39	2.56	2.68	2.74
06/30/2018	1.77	1.93	2.11	2.33	2.52	2.63	2.73	2.81	2.85
09/30/2018	2.12	2.19	2.36	2.59	2.81	2.88	2.94	3.01	3.05
12/31/2018	2.44	2.45	2.45	2.56	2.63	2.48	2.46	2.51	2.59
03/29/2019	2.43	2.44	2.40	2.44	2.40	2.27	2.21	2.23	2.31
06/28/2019	2.18	2.12	2.09	1.92	1.75	1.71	1.76	1.87	2.00
09/30/2019	1.91	1.88	1.83	1.75	1.63	1.56	1.55	1.62	2.12
12/31/2019	1.48	1.55	1.60	1.59	1.58	1.62	1.69	1.83	1.92
03/31/2020	0.05	0.11	0.15	0.17	0.23	0.29	0.37	0.55	0.70
06/30/2020	0.13	0.16	0.18	0.16	0.16	0.18	0.29	0.49	0.66
09/30/2020	0.08	0.10	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.09	0.09	0.10	0.13	0.17	0.36	0.65	0.93

City of Ham Lake, Minnesota
 Unaudited Cash Balances by Fund
 December 31, 2019 and December 31, 2020.

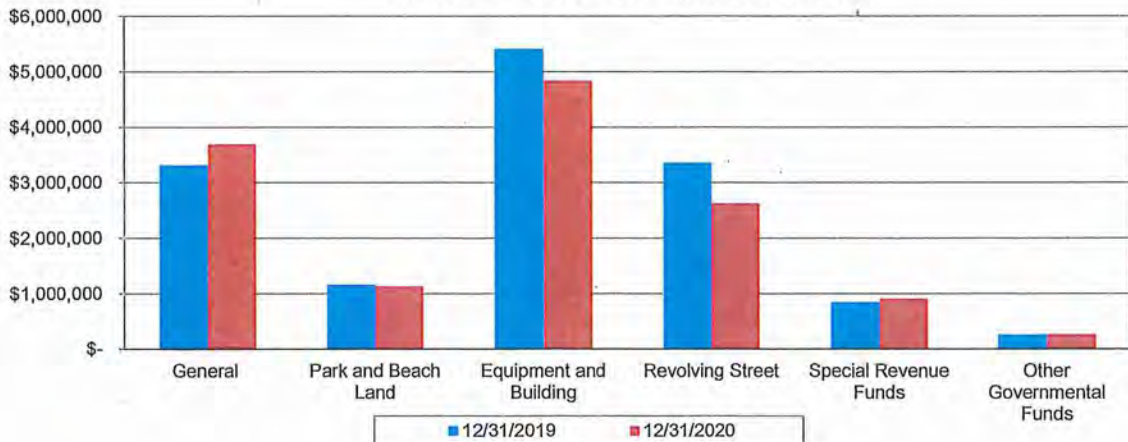
ATTACHMENT B

		Balance 12/31/2019	Balance 12/31/2020	YTD Change From 12/31/2019
100	General Fund	\$3,310,946	\$ 3,699,398	\$ 388,452 (1)
210	Cable TV Fund	302,453	359,979	57,528 (2)
211	Ham Laker Fund	-	(41,658)	(41,658)
212	Lawful Gambling Contributions Fund	50,103	73,116	23,013
217	CARES Act Grant	-	-	- (3)
230	Future Drainage Fund	100,352	108,302	7,950
231	Recycling Fund	44,034	53,782	9,748
232	Street Light Fund	148,287	164,548	16,261
250	Oakwilt Fund	11,306	11,441	135
261	Economic Development Fund	17,260	1,642	(15,618)
262	Ham Lake EDA Fund	165,422	167,396	1,974
263	Lodging Tax Fund	3,731	2,913	(818)
370	2010 Cip Bond Debt Service Fund	257,878	265,264	7,386
371	2016 Go Capital Note Debt Service Fund-Nmtc	-	28	28
410	General Gov't Equipment Fund	57,628	62,026	4,398
411	Election Equipment Fund	2,730	1,809	(921)
412	Building Fund	278,013	274,542	(3,471)
420	Fire Department Equipment Fund	1,143,040	1,328,071	185,031 (4)
421	Emergency Operations Center Fund	33,183	35,990	2,807
422	Siren Replacement Fund	34,969	35,394	425
428	Building Inspection Equipment Fund	60,700	56,474	(4,226)
430	Public Works Equipment Fund	341,331	291,814	(49,517)
431	Revolving Street Fund	3,362,533	2,622,798	(739,735) (5)
440	Park And Beach Land Fund	1,157,680	1,129,983	(27,697)
441	Parks Equipment Fund	99,339	132,894	33,555
890	Trust	302,663	453,706.73	151,044 (6)
	Total	\$ 11,285,581	\$ 11,291,651	\$ 6,070

Item Explanation of changes greater than \$50,000.

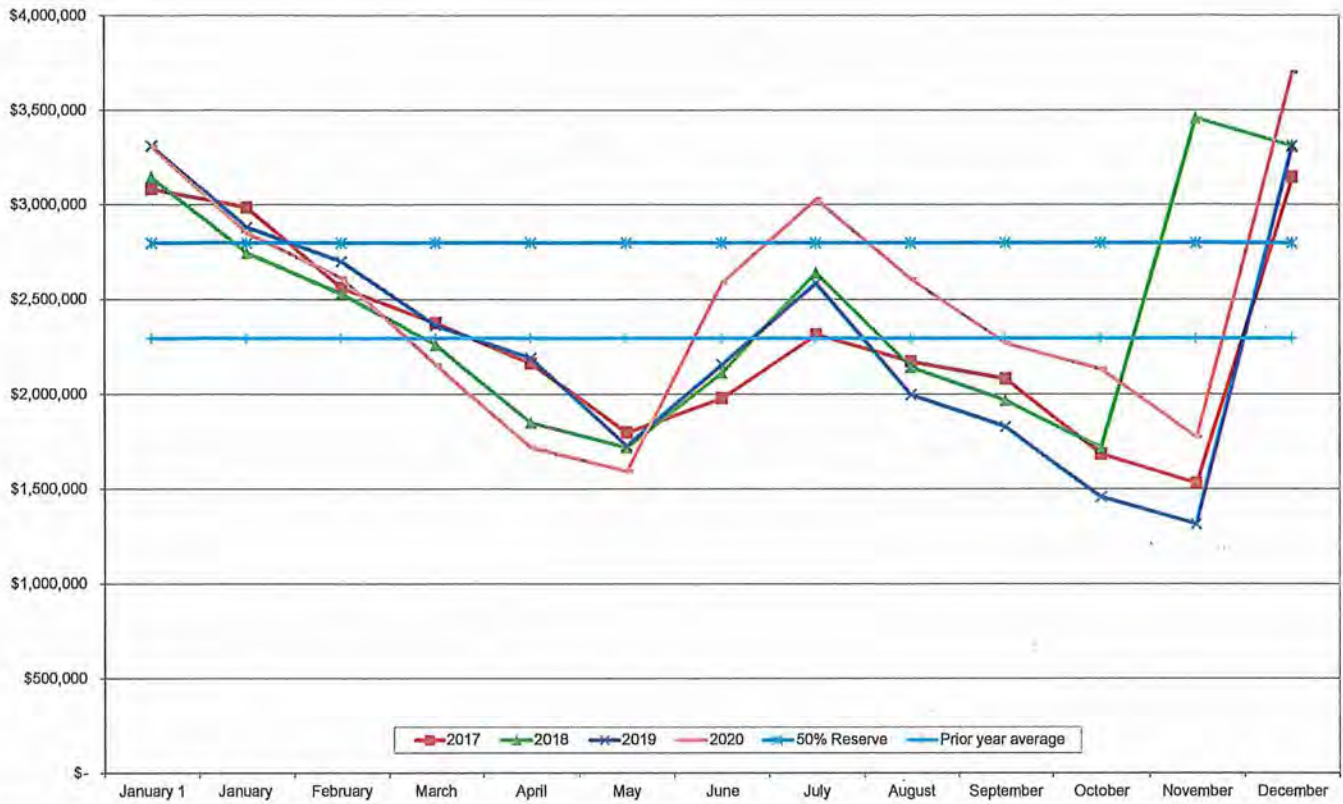
- (1) See rev/exp for the General Fund for further explanation.
- (2) Franchise Fees from North Metro Communciation.
- (3) CARES Act Funding received in August.
- (4) Cash increased due to budgeted transfers from General Fund.
- (5) Payments for Aberdeen Street Project payments.
- (6) Received a large escrow from HFN Properties for Hidden Forest East 2nd Addition.

Cash Balance by Fund Compared to Prior Year



- | | |
|--|--|
| <p>Fund</p> <ul style="list-style-type: none"> ↑ General ↔ Park and Beach Land ↓ Equipment and Building ↓ Revolving Street ↔ Special Revenue Funds ↔ Other Governmental Funds | <p>Key</p> <ul style="list-style-type: none"> ↑ Balance increased by more than 10% over prior year ↓ Balance decreased by more than 10% over prior year ↔ Balance within 10% of prior year |
|--|--|

General Fund Cash Balances 2017 -2020



General Fund

	YTD Budget	YTD Actual	Percent of YTD Budget		YTD Budget	YTD Actual	Percent of YTD Budget
Receipts				Disbursements			
Taxes	\$ 4,890,183	\$ 4,691,435	95.9 %	General government	\$ 947,121	\$ 985,890	104.1 %
Special Assessments	-	-	-	Public safety	2,097,784	1,845,773	88.0
Licenses and permits	440,850	570,475	129.4	Public works	907,616	888,296	97.9
Intergovernmental	155,900	189,928	121.8	Parks and recreation	373,586	216,624	58
Charges for services	123,148	124,525	101.1	Transfers Out	1,270,000	1,270,000	100.0
Fines and forfeitures	40,000	30,336	75.8				
Interest on investments	25,000	28,355	113.4				
Miscellaneous	32,000	63,694	199.0				
Transfers in	1,350	1,350	100.0				
	<u>\$ 5,708,431</u>	<u>\$ 5,700,097</u>	<u>99.9 %</u>		<u>\$ 5,596,107</u>	<u>\$ 5,206,583</u>	<u>93.0 %</u>

Key

↑ Varies more than 10% than budget positively

City of Ham Lake, Minnesota
Statement of Revenue and Expenditures -
Budget and Actual - General Fund (Unaudited)
For the Twelve Months Ended December 31, 2020

	Annual Budget	Actual Thru 12/31/2020	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 12/31/2020
Revenues				
Taxes	\$4,890,183	\$ 4,691,435	\$ (198,748)	95.94 %
Special Assessments	-	-	-	N/A
Licenses and permits	440,850	570,475	129,625 (1)	129.40
Intergovernmental	155,900	189,928	34,028 (2)	121.83
Charges for services	123,148	124,525	1,377	101.12
Fines and forfeitures	40,000	30,336	(9,664)	75.84
Interest on investments	25,000	28,355	3,355	113.42
Miscellaneous	32,000	63,694	31,694 (3)	199.04
Total Revenues	<u>5,707,081</u>	<u>5,698,747</u>	<u>(8,334)</u>	<u>99.85</u>
Expenditures				
General government	947,121	985,890	(38,769)	104.09
Public safety	2,097,784	1,845,773	252,011 (4)	87.99
Public works	907,616	888,296	19,320	97.87
Parks and recreation	373,586	216,624	156,962 (5)	57.99
Total Expenditures	<u>4,326,107</u>	<u>3,936,583</u>	<u>389,524</u>	<u>91.00</u>
Excess Revenues (Expenditures)	1,380,974	1,762,165	381,191	127.60
Other Financing Sources (Uses)				
Transfers in	1,350	1,350	-	100.00
Transfers out	(1,270,000)	(1,270,000)	-	100.00
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,268,650)</u>	<u>(1,268,650)</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses	<u>\$ 112,324</u>	<u>\$ 493,515</u>	<u>\$ 381,191</u>	<u>N/A %</u>

Item Explanation of items percentage received/expended less than 90% or greater than 110% and \$ variance greater than \$20,000.

- (1) Building permits and contractor revenue was higher than anticipated for the year.
- (2) Received reimbursement for half of the Senior Bus from Anoka County.
- (3) Received reimbursement for half of the Senior Bus from the Senior Center.
- (4) Wages for the City Administrator were incorrectly budgeted between Fire and Administration as well as \$120,000 of the Sheriff's was paid with CARES Act Funding.
- (5) Less purchases activity during 1st quarter due to COVID - 19 mitigation.

9-350 Home Occupation Permits

A *Home Occupation* is a for-profit enterprise carried on in a residential dwelling, under circumstances in which there is no outward indication of the existence of the enterprise visible or otherwise detectable from outside the premises, and which otherwise meets the criteria specified below. A *Home Occupation* permit may be issued by the City Council after review and recommendation by the *Planning Commission*, and subject to any conditions imposed by the City Council. A *Home Occupation* permit may be revoked by the City Council, after affording due process of law to the applicant, if the conditions of issuance or any other ordinance feature are violated.

9-350.1 Criteria The following criteria must be observed for any usage to qualify for a Home Occupation Permit.

- a) **Incidental Usage** The usage must be clearly incidental and subservient to the usage of the premises as a dwelling, and may not occupy a significant portion of the dwelling unit living space;
- b) **Indoors** All activities must be carried on indoors. No outside storage, except the parking of motor vehicles, shall be permitted;
- c) **Parking** No on-street parking shall be generated, and no more than a total of four passenger motor vehicles may be parked at the premises in conjunction with the occupation, including employee and customer parking. All parking shall be on paved surfaces;
- d) **Employees** No more than one employee who does not live at the residence shall be permitted;
- e) **Traffic** The activity may not generate any traffic in excess of that normally generated by a residential dwelling unit;
- f) **Nuisance and Compliance** The usage shall not generate any nuisance, and the landowner shall at all times be compliant with all other municipal codes, and the regulations of all other jurisdictions;

9-350.2 Annual Review All *Home Occupation* permits shall be reviewed annually by the City Staff, and shall automatically be renewed unless complaints have been received, in which case the permit shall be re-submitted to the *Planning Commission* for review and recommendation to the City Council.

9-350.3 Special Home Occupation Permits A party desiring to conduct a Home Occupation in a Garage or Accessory Building under conditions meeting the remaining requirements of Article 9-350 may apply for a Special Home Occupation Permit under the following procedure:

- a) The applicant shall submit a site plan drawn to scale showing the locations and dimensions of all buildings and driveways on the

premises, and identifying the location where the Home Occupation activity will take place.

b) The applicant shall submit a narrative in sufficient detail to describe all aspects of the activity to be conducted and the locations of all such activity.

c) The Planning Commission shall conduct a Public Hearing on the proposed application, with mailed notice to all resident whose property lines come within 750 feet of the property lines of the applicant's lot, and published notice at least ten days prior to the hearing.

d) Following the Public Hearing, the Planning Commission shall make recommendations to the City Council, including such conditions as are deemed appropriate.

Notwithstanding any provision in Article 9-350.1 (a) to the contrary, a Special Home Occupation shall be mainly confined to the Garage or Accessory Building. A Special Home Occupation Permit shall be subject to the same provisions for revocation as Home Occupation Permits. In addition, notwithstanding any provision in Article 9-350.1 to the contrary, a Special Home Occupation may include uses that are normally not found in residential dwellings, as long as there are no obvious outward indicia of the activities being carried on under the Special Home Occupation Permit, no noise generated which is audible to nearby properties, no odor or vibration generated that is detectable to nearby properties, no outside storage which is visible from nearby properties or public ways and no customer traffic.

Special Home Occupations may involve up to one commercial delivery/pickup by outside delivery service van (such as UPS or Federal Express) or postal vehicle per day. Deliveries of goods produced at the site may be limited in scope and frequency by the approval process, including specifying the type of delivery vehicles that can be used, and including prohibition on commercial logos being displayed on delivery vehicles.

11-300 GENERAL PROVISIONS APPLICABLE TO ALL SIGNS AND DEFINITION A “sign” shall mean any device designed to attract attention to a particular object or activity.

Substitution Clause: In the body of the following article, references may be made to specific messages that may appear on a particular sign, Notwithstanding such references, nothing in this code shall be deemed to limit the message that may appear on any sign described in this code, and any message may be substituted for any specific content characterized below, so long as the size, number of signs and other required physical characteristics of the sign are compliant with this code. The use of specific content references is intended only to serve as an example of what types of content typically appear on various signs, but does not limit content to those examples.

11-310 Regulations Common to all Signs

11-310.1 Locations No sign shall be permitted within ten (10) feet any public right-of-way, or in any location which interferes with sight lines for motorists or pedestrians in a manner which could be inimical to public safety. No sign shall be permitted upon any public or private utility easement unless the benefited party under such easement has granted written consent for the sign.

11-310.2 Permits Required Except as exempted under Article 11-350, no sign shall be erected unless a permit shall have first been obtained from the City. The City’s building official shall issue permits for all signs, except that any sign proposed to be located in any commercial or industrial district may, if referred by the building official, be reviewed by the Planning Commission and the City Council. Sign review shall be limited to commentary on sign aesthetics, and no regulation of sign content shall be permitted or attempted. The building official may also, in his or her discretion, refer any other application for a sign permit for Planning Commission review and City Council action. If a sign for which a permit is obtained is not properly completed within one year after the date of the permit, the permit shall be deemed expired.

11-310.3 Maintenance The party to whom a sign permit is issued shall be responsible to maintain the sign at all times, both in terms of structural integrity and physical appearance. Maintenance shall include, without limitation, the avoidance of faded coloring, cracked or peeling paint, visible rust, broken fixtures, cracked or broken masonry, malfunctioning or non-functioning electrical components, untrimmed, dead or dying landscape vegetation, or unrepaired vandalism. The failure of a permittee to correct an improperly maintained sign within thirty days of written notice from the City shall be grounds for the City to revoke the sign permit.

11-320 Standards in Commercially Zoned Districts

The following standards shall be followed for all signs located in areas zoned CD-1, CD-2, CD-3, CD-4, I-P, I-1, or GF.

11-320.1 Construction Except as specifically excluded by this code, all signs shall be constructed in conformance with standards prescribed by the Uniform Building Code and by the 1991 edition of the Uniform Sign Code. These standards include, without limitation, structural requirements, specifications for materials, seismic and wind loads, glass and plastic usage and specifications, electrical wiring specifications and other requirements.

11-320.2 Height of Freestanding Signs No portion of any freestanding sign shall exceed twenty-five feet in height, as measured from the highest elevation of ground level beneath the sign footprint. Berms or hills created to artificially increase the natural or normal elevation of ground level beneath the sign shall be disregarded in computing sign height.

11-320.3 Height of Signs Affixed to Buildings No portion of any sign which is affixed to a building (including a sign placed upon an awning) shall exceed the parapet height of the building, or, if there be no parapet, then the eaves of the building.

11-320.4 Configuration of Lettering No lettering on any sign shall exceed thirty-six inches in height. All lettering shall be in aesthetic proportions to the sign perimeter or surrounding structures. Except where necessary to display a logo or trademark, lettering shall be uniform in style for each sign or common sets of signs.

11-320.5 Moving Parts Except for changeable copy lettering and electronic readerboard images, no sign shall contain moving parts designed to attract attention to the sign. Moving parts, such as access panels, which are a component of the functional aspects of the sign are permissible.

11-320.6 Maximum Size

- a) No sign shall be permitted which contains more than one Hundred (100) square feet, or 200 square feet if two-sided. Where more than one sign or element of signage is proposed for a given real estate parcel of record, the aggregate square footage of all signage on the parcel shall not exceed three hundred (300) square feet. The area of a sign shall be computed using the outside perimeter which reasonably borders or encompasses the sign content, including all lettering or imagery.
- b) If a building contains multiple tenants, each tenant may be allotted a pro-rata share of the permitted square footage allowed on that parcel for a freestanding sign or signs, as determined by the sign owner. In addition to signage on a freestanding sign, individual tenants of a multi-tenant building may have signage affixed to the front of their occupied space building that is of a size of up to 10% of the square footage of the front of the occupied space, but not to exceed 100 square feet. The front of the occupied space shall be considered to be the area on the side of the building containing the main entrance to the tenant space that is

obtained by multiplying the building height times the width of the actual space occupied by the tenant.

- c) Notwithstanding the foregoing, if a commercial building has a corner consisting as two wall surfaces each facing a separate public road, then in addition to the wall signage allowed on the main entrance side, a total of 100 square feet of wall signage may be permitted on the side that does not contain the main entrance, to be allocated by the landlord among the tenants. The "main entrance side" shall be the wall surface that contains the greater number of tenant entrances.

(d) If a commercial building with a single tenant has a corner consisting as two wall surfaces each facing a separate public road then in addition to the allowed 300 square feet, an additional 100 square feet of total signage will be allowed.

11-320.7 General Sign Aesthetics All sign owners shall be encouraged to construct signs in which signage intensity, color schemes, images, dimensions and construction materials are generally compatible with buildings, nearby land usages, and reflect a reasonable balance between aesthetics and the need to provide advertisement of a particular subject or object. Any sign constructed of materials blended with the ground surface, such as a monument sign, shall be accompanied by complementary landscaping.

11-320.8 Illumination No illumination shall be permitted in connection with any sign which creates any danger to public safety, or which casts light or images which interfere with the quiet enjoyment of adjacent or nearby residential property.

11-320.9 Affixed Building Signs Affixed Building Signs are letters that are either directly affixed or attached to a track on one or more walls of the building from which the business operates. Such letters may not be painted on the wall, but must be constructed of a durable and color-fast material, and constructed in manner where individual letters are affixed to the wall by usage of glue, fasteners, or a combination thereof. Letters of such signs may be up to thirty-six inches in height. The area of such a sign shall be computed by drawing an imaginary line around the perimeter of the lettering, which line shall be located six inches above the highest elevation of any letter; six inches beneath the lowest elevation of any letter; and six inches on either side of the letters furthest to the left and right as one faces the sign. The area of this rectangle shall be deemed to be the area of the Affixed Building Sign, and shall count against the maximum sign areas noted in Article 11-320.6 (a, b, or c). Lettering may not protrude above the roof or parapet of any building, nor may lettering protruded beyond the corner of a building.

11-320.10 Temporary Signs The Zoning Official may issue permits for temporary signs in any commercially zoned district, such as portable signs, provided that the temporary signs are used for no more than thirty (30) consecutive days, and on no more than three (3) occasions per year per business.

11-320.11 Special Events The Zoning Official may issue permits for temporary signs designed for usage in connection with special events, such as holidays, initial business grand openings, or civic events. Such temporary signs may include inflatable devices, pennants, hand-painted banners, searchlights, streamers or the like. No such temporary sign shall be in use for more than thirty (30) days in the case of civic events, or more than seven (7) days for all other events. City sponsored civic events are exempt from this provision.

11-320.12 Construction Signs The building official may issue permits for temporary construction signs. Such signs shall not exceed thirty-two (32) square feet, and shall be limited to one sign facing each road which abuts the lot upon which construction is taking place. Such temporary signs may remain in place for up to one year.

11-330 Standards in R-A Zoning Districts

The standards for signs in the R-A Zoning District shall be identical to those found in Article 11-320, except that no sign shall exceed fifty (50) square feet in area, and no sign shall exceed fifteen (15) feet in height.

11-340 Standards in Specific Residential Districts

No signs shall be permitted in any area zoned R-1, R-M, R-AH, PUD, RS-1 or RS-2 except for temporary signs that are no greater than six square feet in size, except that Neighborhood Monument Signs as defined in Article 11-350.4 of this code may be up to 40 square feet in size, as measured on the perimeter of the border of the message displayed (excluding structural components of the sign). Only one sign may be placed on a residential lot, except that if it is a corner lot with two road frontages, one sign may be permitted facing each road. Such signs may be in place for no more time than is necessary to accomplish the intended purpose of the sign. A single "monument" or other sign erected by a neighborhood association or land developer may be placed on private property at any road entrance to the neighborhood, provided that the sign is maintained by the property owner on whose parcel the sign is placed.

11-350 Exempt or Partially Exempt Signs The following categories of signs shall be permitted in accordance with the standards or requirements noted below.

11-350.1 Small Signs No permit or regulation shall be required for signs of less than two (2) square feet, provided that the attaching of such signs to utility poles or otherwise within public right of way without the written permission of the easement or fee owner shall be prohibited.

11-350.2 No Permit or Regulations Not Applicable The following items shall not require permits and shall not otherwise be considered "signs" or "signage" for the purposes of code regulation:

- a) Signs or lettering affixed to the inside of a window, comprising not more than 30% of the window area;

- b) On-premise signs affixed to a building and comprising less than four (4) square feet;
- c) Signs located entirely within the interior of a building;
- d) Signs erected by or at the direction of any governmental authority, or which are required by law to exist, such as warning beacons or devices.
- e) Signs for which regulation has been preempted by State Law, such as Minnesota Statutes Chapter 211B.045 (election year signage).

11-350.3 Temporary Neighborhood Signs Signs meeting the criteria of Article 11-340 shall not require permits.

11-350.4 Neighborhood Monument Signs A "Neighborhood Monument Sign" is a sign that is erected by a residential subdivision developer or owner's association at the time of marketing and construction of the subdivision. Neighborhood Monument Signs shall be constructed of materials requiring little or no ongoing maintenance, such as masonry. No portion of any Neighborhood Monument Sign shall be located closer than ten feet from any road right-of-way. No Neighborhood Monument Sign shall be permitted unless, as a part of the development agreement for the subdivision, a reasonable system for ongoing maintenance of the sign is provided, at no cost or expense to the City. Further, the development agreement shall provide that if the sign is not properly maintained, the City may, upon reasonable notice to the residents of the neighborhood, come upon the property upon which the sign sits and remove the signage.

11-360 Administration and Miscellaneous Provisions

11-360.1 Non-Conforming Signs Existing signs which do not conform to the provisions of this code, meaning signs which were legally in existence as of the effective date of this Article 11-300 et seq., shall be recognized as legal usages unless the sign is abandoned, meaning that the sign is destroyed or rendered incapable of conveying its message, and such state continues uncorrected for twelve consecutive months.

11-360.2 Permit Procedures

a) Permit Application

Applications for permits shall be reviewed by the building official. Application for permits shall be made upon forms provided by the City and shall state or have attached thereto the following information, if required by the building official.

- i) The names, addresses, and telephone numbers of the applicant, the owner of the parcel on which the sign is to be erected or affixed, the owner of the sign, and the person to be erecting or affixing the sign.
- ii) Type of sign.
- iii) Type of construction materials to be used.

- iv) Location of building, structure or parcel to which, or upon which, the sign is to be attached or erected.
- v) Position of the sign or other advertising structures in relation to the nearest buildings, structures, public streets, right-of-ways and property lines, along with location and square footage areas for all existing signs on the same premises. The drawing showing such position shall be prepared "to scale";
- vi) If illuminated, method of illumination shall be outlined in accordance with illumination standards.
- vii) Blueprint or ink drawing of the plans and specifications, and method of construction or attachment to the building or in the ground, including all dimensions, footings, locating all light sources, wattage, type and color of lights and details of any light shields or shades.
- viii) Copy of stress sheets and calculations, showing the structure is designated for dead load and wind velocity in the amount required by this and all other ordinances of the City.
- ix) Site plan and landscaping plan.

b) Permit Fees Permit fees shall be established from time to time by ordinance adopted by the City Council.

11-360.3 Severability Article 11-300 shall be deemed in all respects severable, such that if any portion of this article shall be found unenforceable, such a finding shall affect only that portion, and shall not invalidate the entire Article.