

# 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, FEBRUARY 22, 2022

- 1.0 CALL TO ORDER - 6:00 P.M. – Pledge of Allegiance**
- 2.0 PUBLIC COMMENT**
- 3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS**
  - 3.1 Sheriff James Stuart, Commander Lenzmeier and Lt. Wilson – Anoka County Sheriff's Department  
- Introduction of Deputies assigned to the City of Ham Lake for 2022 and monthly report
- 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 February 7, 2022
  - 4.2 Approval of claims
  - 4.3 Approval of an Ordinance regarding Catalytic Converters
  - 4.4 Approval of a Resolution Supporting the Housing and Local Decision-Making Authority
  - 4.5 Approval of reappointment of Dave Ringler and Brian Pogalz as Planning Commissioner's with the terms of March 15, 2022 to March 15, 2026
  - 4.6 Approval of the Allina Health Emergency Medical Services Agreement and Facility Use Agreement
  - 4.7 Approval of the Addendum to the Construction Agreement for 155<sup>th</sup> Avenue NE from Naples Street NE to Lexington Avenue NE Reconstruction Project
  - 4.8 Approval of changes to the Ham Lake Fire Department Relief Association Bylaws, Appendix C for a pension increase from \$4,500 to \$5,000 per year of service, effective February 23, 2022
  - 4.9 Approval of not waiving the monetary limits on municipal tort liability coverage
  - 4.10 Approval of Easement Agreement for 181<sup>st</sup> Avenue NE Street Reconstruction Project
- 5.0 PLANNING COMMISSION RECOMMENDATIONS – None**
- 6.0 ECONOMIC DEVELOPMENT AUTHORITY – None**
- 7.0 APPEARANCES**
  - 7.1 Andrea Murff, Finance Director, 4<sup>th</sup> Quarter Financial Report
- 8.0 CITY ATTORNEY**
  - 8.1 Discussion of amending Article 5-130 - Barking Dogs
- 9.0 CITY ENGINEER**
- 10.0 CITY ADMINISTRATOR**
- 11.0 COUNCIL BUSINESS**
  - 11.1 Committee Reports
  - 11.2 Announcements and future agenda items

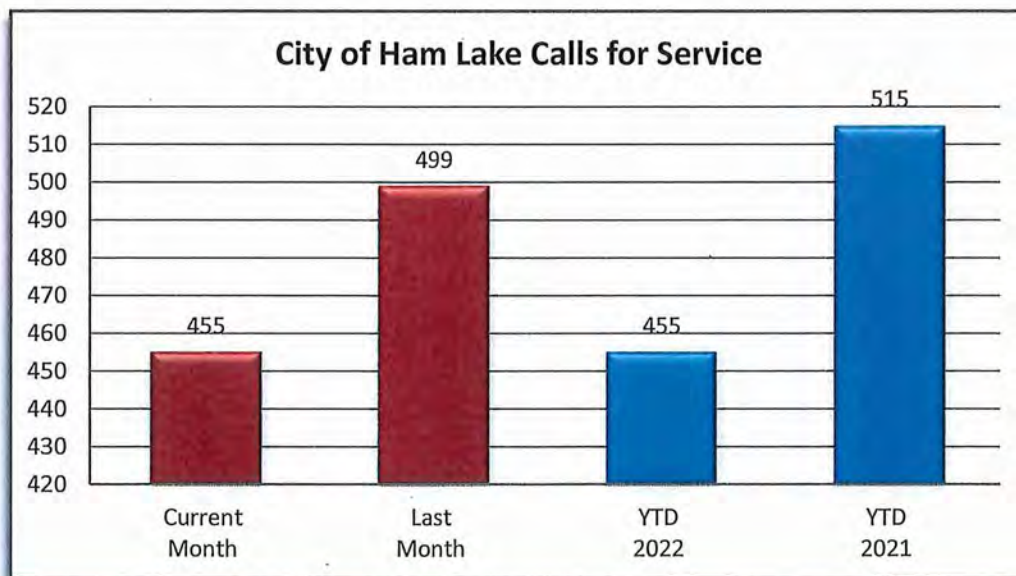
**ANOKA COUNTY SHERIFF'S OFFICE MONTHLY REPORT**

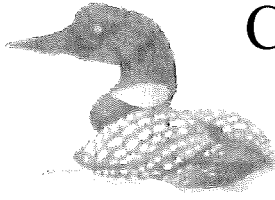
**SECTION II**

**PATROL DIVISION**

**CITY OF HAM LAKE - JANUARY 2022**

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2022	YTD 2021
Call for Service	455												455	515
Burglaries	2												2	0
Thefts	14												14	12
Crim Sex Conduct	0												0	1
Assault	1												1	0
Dam to Property	5												5	4
Harass Comm	1												1	0
Felony Arrests	5												5	19
Gross Misd Arrests	3												3	1
Misd Arrests	3												3	6
DUI Arrests	3												3	2
Domestic Arrests	1												1	2
Warrant Arrests	7												7	10
Traffic Arrests	49												49	93





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## CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES MONDAY, FEBRUARY 7, 2022

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, February 7, 2022 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:** Acting Mayor Brian Kirkham and Councilmembers Jim Doyle, Gary Kirkeide, and Jesse Wilken

**MEMBERS ABSENT:** Mayor Mike Van Kirk

**OTHERS PRESENT:** City Attorney, Joe Murphy; City Engineer, Tom Collins; City Administrator, Denise Webster; and Finance Director, Andrea Murff

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

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

### 2.0 PUBLIC COMMENT

Terry Zuleger, 16407 Isanti Street NE, was present to discuss the current barking dog ordinance and requested to have it updated to have the break time between barking increased. **It was the consensus of the City Council to have staff review what other cities and the League of Minnesota Cities have for barking dogs.**

### 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 January 18, 2022
- 4.2 Approval of claims in the amount of \$224,451.45
- 4.3 Approval of scheduling Recycling Days for Saturday, May 7 and Saturday, September 10, 2022
- 4.4 Approval of hiring part-time Warming House Attendants
- 4.5 Approval of purchasing radios for the Fire Department
- 4.6 Approval of recommendation to Chief Judge of the 10<sup>th</sup> Judicial District to re-appoint Gary Kirkeide with term ending 2/19/2026; Dwight McCullough with term ending 4/30/2026; and Bill Vokovan with term ending 4/30/2026 to the Ham Lake Charter Commission
- 4.7 Approval of a request from James and Nancy Johnson for a Metes and Bounds Conveyance/Courtesy Combination in Section 33
- 4.8 Approval of the 2022 bituminous overlay project plans and specifications and authorization to advertise for bids

- 4.9 Approve the Plans and Specifications for the 2022 tree removal project and authorize the advertisement for bids
- 4.10 Approval of the Contract with SafeAssure for safety training for 2022
- Motion by Wilken, seconded by Doyle, to approve the February 7, 2022 Consent Agenda with the omission of item 4.9. All present in favor, motion carried.**

Acting Mayor Kirkham questioned if the Tree Removal projects for Polk Street NE and Tippecanoe Street NE could be removed from this project in order to save money on the bidding process. Engineer Collins stated removing these from the current project would delay the projects and may increase costs due to there being more demand for these services towards the end of summer. Councilmember Wilken then questioned where tree removal is done. Engineer Collins stated it was done in the City's right-of-way. **Motion by Kirkham, seconded by Wilken, to approve item 4.9 of the Consent Agenda. All present in favor, motion carried.**

**5.0 PLANNING COMMISSION RECOMMENDATIONS - None**

**6.0 ECONOMIC DEVELOPMENT AUTHORITY – None**

**7.0 APPEARANCES – None**

**8.0 CITY ATTORNEY**

**8.1 Discussion of the First Reading of an Ordinance regarding Catalytic Converters**

Attorney Murphy explained the new ordinance would give the Anoka County Sheriff's Office the authority to charge a person with theft if during a routine traffic stop the person was found to have a catalytic converter in their possession. Councilmember Kirkeide stated he had mixed feeling since the charge is not a felony and questioned if it was going to be effective. Attorney Murphy stated it would be a misdemeanor charge if caught with catalytic converter. Councilmember Wilken stated that it would be another tool that can be used for law enforcement.

**This is considered the First Reading of an Ordinance regarding Catalytic Converters.**

**8.2 Discussion of the 159<sup>th</sup> Avenue NE right-of-way within Ham Lake Industrial Park 4<sup>th</sup> Addition**

Attorney Murphy stated he is requesting direction from the City Council in order to proceed preparing deeds for the 159<sup>th</sup> Avenue NE cul-de-sac that was vacated in the 1990's. **Motion by Kirkeide, seconded by Doyle, to direct Attorney Murphy to prepare deeds conveying the vacated 159<sup>th</sup> Avenue NE cul-de-sac within Ham Lake Industrial Park 4<sup>th</sup> Addition to the two abutting property owners. All present in favor, motion carried.**

**9.0 CITY ENGINEER – None**

**10.0 CITY ADMINISTRATOR – None**

**11.0 COUNCIL BUSINESS**

**11.1 Committee Reports – None**

**11.2 Discussion of cost and updates to the Upper Rum River Watershed Management Organization (URRWMO) Joint Powers Agreement (JPA)**

Administrator Webster brought forward the Joint Powers Agreement (JPA) for the Upper Rum River Watershed District. Administrator Webster stated she received an email prior to the City Council Meeting

stating the Sunrise Watershed Management Organization would like to have all member cities approve the 2023 budget by April 7, 2022. The City Council questioned if it would cost more to get out of the Upper Rum River and Sunrise Watershed Districts. Councilmember Kirkeide also wanted to know if there were any other options. Engineer Collins stated that the other option would be to request from the Coon Creek Watershed District to take over those portions of the Upper Rum River and Sunrise Watershed Districts. Engineer Collins stated if the Council did not approve the budgets, the Watersheds then would not be able to certify to Anoka County and the County would then have to get involved due to non-compliance. Engineer Collins added that there have not been any recent projects done for the City by the Watersheds. Acting Mayor Kirkham stated that other cities within the JPA's, with the exception of Bethel, are okay with the funding formula and do not want to change it to the funding formula that Ham Lake is requesting, which is Ham Lake only pays for the portion that they city is in and not be split equally across the board with the other cities. Engineer Collins stated that all cities have to approve the budget unanimously. **It was the consensus of the City Council that they would not be approving the budgets for the Upper Rum and Sunrise Watershed Management Organizations unless Ham Lake's portion of the funding and expenses reflects the City's geographical portions within the Upper Rum and Sunrise Watershed Districts.**

### 11.3 Announcements and future agenda items

Councilmember Kirkeide stated in past years, the Council would put together a list of ideas they wanted to complete for the year and asked the other Councilmembers to think about if there are any ideas that they would like to discuss.

Councilmember Doyle stated he has received some inquiries regarding the Snowbowl. Acting Mayor Kirkham stated he would reach out to the Ham Lake Chamber of Commerce regarding options for possibly bringing the Snowbowl back.

**Motion by Kirkeide, seconded by Wilken, to adjourn the meeting at 6:37 p.m. All present in favor, motion carried.**

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Andrea Murff, Finance Director

**CITY OF HAM LAKE**  
**CLAIMS SUBMITTED TO COUNCIL**  
February 22, 2022

CITY OF HAM LAKE

<b>EFTS, CHECKS, AND BANK DRAFTS</b>	<b>02/10/22 - 02/24/22</b>	
<b>MANUAL CHECKS</b>		
EFT	# 1612 - 1618	\$ 50,438.54
REFUND CKECK 2/04/22	# 63730	\$ 16,319.56
CHECKS	# 63731 - 63763	\$ 76,887.77
BANK DRAFTS	DFT0002324 - DFT0002329	\$ 24,990.95
<b>TOTAL EFTS, CHECKS, AND BANK DRAFTS</b>		<u>\$ 168,636.82</u>
<b>PAYROLL CHECKS</b>		
02/11/22		\$ 38,461.88
<b>TOTAL PAYROLL CHECKS</b>		<u>\$ 38,461.88</u>
<b>TOTAL OF ALL PAYMENTS</b>		<u><u>\$ 207,098.70</u></u>
<b>VOID CHECKS</b>		
CHECKS		\$ -
EFT		\$ -
BANK DRAFTS		\$ -

**APPROVED BY THE HAM LAKE CITY COUNCIL THIS 22ND DAY OF FEBRUARY 2022**

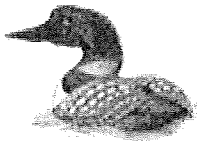
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER



Packet: ARPKT00202 - HFE PARK L2B1 CUSTOM GRADING REFUND

## Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00142	HIDDEN FOREST NORTH PROPERTIES LLC	2/4/2022	63730	16,319.56
			Total Refund Amount:	16,319.56

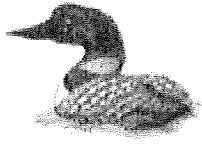
## Revenue Totals

Revenue Code	Total Distribution
TR- PERF BOND - PERFORMANCE BOND DEPOSIT	16,300.00
TR - PERF INT - PERFORMANCE BOND INTEREST	19.56
<b>Revenue Totals:</b>	<b>16,319.56</b>

## General Ledger Distribution

Posting Date: 02/04/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 890 - TRUST FUND</b>			
890-10101	Cash-claim on pooled cash	-16,319.56	Yes
890-22804	Performance bonds	16,319.56	
	<b>890 Total:</b>	<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-10100	Pooled Cash	-16,319.56	
999-20702	Due to other funds	16,319.56	Yes
	<b>999 Total:</b>	<b>0.00</b>	
	<b>Distribution Total:</b>	<b>0.00</b>	



Payment Dates 2/10/2022 - 2/24/2022

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1612	OPTUM BANK - 6011	Health Savings Account-6011	Flexible spending	100-21705	54.17
1613	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	94.56
1613	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1613	ARAMARK UNIFORM & CAREE	PARK UNIFORMS	Clothing & personal protectiv	100-44101-2210	14.95
1614	BRODIN PRESS	MARCH HAM LAKER	Editing	211-41704-3125	770.40
1614	BRODIN PRESS	MARCH HAM LAKER	Printing	231-43601-3970	129.60
1615	CORY HAUGEN	SAFETY BOOTS	Clothing & personal protectiv	100-43101-2210	150.00
1616	ESO SOLUTIONS INC	FIRE INCIDENTS CAD INTEGRA	Capital assets	100-42201-5110	1,495.00
1617	O'REILLY AUTOMOTIVE STORE	#84 PRIMARY WIRE	Vehicle parts & supplies	100-42401-2340	12.30
1617	O'REILLY AUTOMOTIVE STORE	A-1 BATTERY CORES	Vehicle parts & supplies	100-42201-2340	66.00
1617	O'REILLY AUTOMOTIVE STORE	A-1 BATTERIES	Vehicle parts & supplies	100-42201-2340	323.97
1617	O'REILLY AUTOMOTIVE STORE	A-1 BATTERY CORES	Vehicle parts & supplies	100-42201-2340	66.00
1617	O'REILLY AUTOMOTIVE STORE	A-1 BATTERIES	Vehicle parts & supplies	100-42201-2340	323.97
1617	O'REILLY AUTOMOTIVE STORE	A-1 CORE RETURNS	Vehicle parts & supplies	100-42201-2340	-66.00
1617	O'REILLY AUTOMOTIVE STORE	A-1 CORE RETURNS	Vehicle parts & supplies	100-42201-2340	-66.00
1617	O'REILLY AUTOMOTIVE STORE	E1 & T1 FUEL FILTER & VALVE	Vehicle parts & supplies	100-42201-2340	26.72
1617	O'REILLY AUTOMOTIVE STORE	OPCM-34834 ENTRY ERROR	Operating supplies	100-43101-2290	-0.09
1618	RFC ENGINEERING, INC.	147TH, ABERDEEN - HASTING	Engineering	431-43301-3135	17.02
1618	RFC ENGINEERING, INC.	ABERDEEN, 144TH - 145TH	Engineering	431-43301-3135	490.63
1618	RFC ENGINEERING, INC.	155TH, NAPLES - LEXINGTON	Engineering	431-43301-3135	329.46
1618	RFC ENGINEERING, INC.	TWIN BIRCH ACRES	Engineering	431-43301-3135	1,539.14
1618	RFC ENGINEERING, INC.	LUND'S LAKEVIEW FOREST	Engineering	431-43301-3135	13.86
1618	RFC ENGINEERING, INC.	MEADOW PARK RECONSTRUC	Engineering	431-43301-3135	6,315.12
1618	RFC ENGINEERING, INC.	CREEK VALLEY RECONSTRUCTI	Engineering	431-43301-3135	7,958.94
1618	RFC ENGINEERING, INC.	POLK STREET	Engineering	431-43301-3135	4,204.72
1618	RFC ENGINEERING, INC.	TIPPECANOE STREET	Engineering	431-43301-3135	2,389.38
1618	RFC ENGINEERING, INC.	CROSTOWN BUSINESS PARK	Capital assets	262-46101-5110	5,160.36
1618	RFC ENGINEERING, INC.	HALF SECTION MAPS	Engineering	100-41101-3135	414.00
1618	RFC ENGINEERING, INC.	COUNCIL MEETING	Engineering	100-41101-3135	41.57
1618	RFC ENGINEERING, INC.	ANOKA COUNTY GIS DATA EX	Engineering	100-41101-3135	116.44
1618	RFC ENGINEERING, INC.	159TH ROW VACATION W OF	Engineering	100-41101-3135	27.72
1618	RFC ENGINEERING, INC.	CITY CODE UPDATE	Engineering	100-41102-3135	138.56
1618	RFC ENGINEERING, INC.	13-32-23-42-0002 LOT LINE A	Engineering	100-41601-3135	13.86
1618	RFC ENGINEERING, INC.	ZONING MAP	Engineering	100-41601-3135	305.12
1618	RFC ENGINEERING, INC.	TH 65 ACES PLANNING/ENVI	Engineering	100-41601-3135	152.42
1618	RFC ENGINEERING, INC.	L2 B1 LANDBORG	Engineering	100-41601-3135	166.27
1618	RFC ENGINEERING, INC.	PLANNING/POTENTIAL DEVEL	Engineering	100-41601-3135	605.99
1618	RFC ENGINEERING, INC.	CORONAVIRUS RESPONSE & R	Covid 19	100-41701-4153	124.70
1618	RFC ENGINEERING, INC.	NORTHSTAR AUTO	Engineering	100-42401-3135	41.57
1618	RFC ENGINEERING, INC.	L4 B1 HARMONY ESTATES 2N	Engineering	100-42401-3135	41.57
1618	RFC ENGINEERING, INC.	15633 UNIVERSITY FEMA LO	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	16847 LEXINGTON AVE FEMA	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	L5 B9 BIRCH VIEW ACRES FEM	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	L1 B4 HARMONEY ESTATES FE	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	L8 B8 BIRCH VIEW ACRES BUIL	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	13-32-23-44-0002 FEMA LOM	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	HAM LAKE BUILDING PERMIT	Engineering	100-42401-3135	105.01
1618	RFC ENGINEERING, INC.	1927 - 169TH AVE FEMA LOM	Engineering	100-42401-3135	13.86
1618	RFC ENGINEERING, INC.	L2 B1 ENCHANTED ESTATES 2	Engineering	100-42401-3135	166.27
1618	RFC ENGINEERING, INC.	HAM LAKE GIS WEB CONVERS	Engineering	100-43101-3135	12.69
1618	RFC ENGINEERING, INC.	PUBLIC WORKS TRAFFIC SIGN	Engineering	100-43101-3135	12.69
1618	RFC ENGINEERING, INC.	THOROUGHFARE PLAN	Engineering	100-43101-3135	83.14
1618	RFC ENGINEERING, INC.	5 YEAR PLAN	Engineering	100-43101-3135	1,302.46
1618	RFC ENGINEERING, INC.	HAM LAKE AS LGU-WCA	Engineering	100-43201-3135	110.85



## Council Approval List

Payment Dates: 2/10/2022 - 2/24/2022

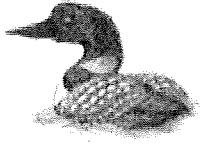
Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1618	RFC ENGINEERING, INC.	URRWMO 2022 BUDGET	Engineering	100-43201-3135	110.85
1618	RFC ENGINEERING, INC.	16137 LEXINGTON AVENUE B	Engineering	100-43201-3135	13.86
1618	RFC ENGINEERING, INC.	13856 RADISSON ROAD BASE	Engineering	100-43201-3135	13.86
1618	RFC ENGINEERING, INC.	2020 SWAPPP UPDATE	Engineering	100-43201-3135	83.14
1618	RFC ENGINEERING, INC.	13734 RADISSON ROAD BASE	Engineering	100-43201-3135	13.86
1618	RFC ENGINEERING, INC.	2065 BUNKER LAKE BLVD BAS	Engineering	100-43201-3135	13.86
1618	RFC ENGINEERING, INC.	CCWD RULES AMENDMENTS	Engineering	100-43201-3135	582.77
1618	RFC ENGINEERING, INC.	L7 B3 MAJESTIC OAKS W BASE	Engineering	100-43201-3135	13.86
1618	RFC ENGINEERING, INC.	L14 B2 LUND'S PINE CREEK BA	Engineering	100-43201-3135	13.86
1618	RFC ENGINEERING, INC.	NPDES	Engineering	230-43201-3135	193.98
1618	RFC ENGINEERING, INC.	FIRE #3	Capital assets	420-42201-5110	4,465.29
1618	RFC ENGINEERING, INC.	TREE CLEARING - TIPPECANOE	Engineering	431-43301-3135	95.04
1618	RFC ENGINEERING, INC.	COPART	Engineering	431-43301-3135	235.55
1618	RFC ENGINEERING, INC.	BUNKER, JEFFERSON - TH65	Engineering	431-43301-3135	13.86
1618	RFC ENGINEERING, INC.	181ST, CONCORD - TH65	Engineering	431-43301-3135	55.42
1618	RFC ENGINEERING, INC.	2022 REHAB	Engineering	431-43301-3135	1,566.24
1618	RFC ENGINEERING, INC.	TREE CLEARING - CREEK VALL	Engineering	431-43301-3135	95.04
1618	RFC ENGINEERING, INC.	TREE CLEARING - POLK STREE	Engineering	431-43301-3135	95.04
1618	RFC ENGINEERING, INC.	HARMONY ESTATES 3RD	Engineering	890-90001-3135	2,686.88
1618	RFC ENGINEERING, INC.	HOLIDAY STATION STORE	Engineering	890-90001-3135	824.67
1618	RFC ENGINEERING, INC.	CONSTANCE BLVD TERRACE	Engineering	890-90001-3135	42.55
1618	RFC ENGINEERING, INC.	13856 RADISSON ROAD LOT LI	Engineering	890-90001-3135	152.41
1618	RFC ENGINEERING, INC.	ENTSMINGER FARMS	Engineering	890-90001-3135	83.14
1618	RFC ENGINEERING, INC.	FLAMINGO TERRACE	Engineering	890-90001-3135	76.12
1618	RFC ENGINEERING, INC.	BLUEGRASS ESTATES 3RD	Engineering	890-90001-3135	41.57
1618	RFC ENGINEERING, INC.	ENCHANTED ESTATES 3RD	Engineering	890-90001-3135	38.06
1618	RFC ENGINEERING, INC.	CREEKSIDE FARMS	Engineering	890-90001-3135	27.71
1618	RFC ENGINEERING, INC.	HIDDEN FOREST EAST 3RD	Engineering	890-90001-3135	13.86
1618	RFC ENGINEERING, INC.	HIDDEN FOREST EAST 2ND	Engineering	890-90001-3135	13.86
1618	RFC ENGINEERING, INC.	CROSSTOWN ROLLING ACRES	Engineering	890-90001-3135	714.65
1618	RFC ENGINEERING, INC.	GROUP PERMIT BILLING	Engineering	100-43501-3135	950.55
1618	RFC ENGINEERING, INC.	LUNDS LAKEVIEW ROW2021-	Engineering	431-43301-3135	13.86
1618	RFC ENGINEERING, INC.	MSA GROUP BILLING	Engineering	431-43301-3135	1,177.17
63731	ACCESS	SHREDDER PLACEMENT	Waste management & recycli	231-43601-3630	23.60
63732	ANOKA COUNTY PROPERTY	ABERDEEN, 1445H - 145TH EA	Filing fees	431-43301-3980	46.00
63732	ANOKA COUNTY PROPERTY	ABERDEEN, 1445H - 145TH EA	Filing fees	431-43301-3980	46.00
63732	ANOKA COUNTY PROPERTY	CHAD JOHNSON M&B EASEM	Filing fees	890-90001-3980	46.00
63733	ASTLEFORD INT'L TRUCKS INC	#93 RELAY CONTROL	Vehicle parts & supplies	100-43101-2340	16.21
63733	ASTLEFORD INT'L TRUCKS INC	#93 RADIATOR & CLAMP	Vehicle parts & supplies	100-43101-2340	661.92
63734	CENTERPOINT ENERGY	CITY HALL	Natural gas	100-41702-3620	942.24
63734	CENTERPOINT ENERGY	FIRE #2	Natural gas	100-42202-3620	902.57
63734	CENTERPOINT ENERGY	FIRE #1	Natural gas	100-42202-3620	550.51
63734	CENTERPOINT ENERGY	PW	Natural gas	100-43104-3620	2,218.74
63734	CENTERPOINT ENERGY	H.L. PARK PAVILION	Natural gas	100-44102-3620	212.19
63734	CENTERPOINT ENERGY	H.L. PARK BUILDING	Natural gas	100-44102-3620	762.84
63734	CENTERPOINT ENERGY	SR CENTER	Natural gas	100-44202-3620	507.36
63735	CITY OF COLUMBUS	JAN SIGNAL LEXINGTON & BR	Electricity	100-43401-3610	23.61
63736	CITY OF ROSEVILLE	2022 DW LASERFICHE & ADO	Software licenses & upgrades	100-41201-2510	26.64
63736	CITY OF ROSEVILLE	2022 DS, LASERFICHE & ADOB	Software licenses & upgrades	100-41301-2510	26.64
63736	CITY OF ROSEVILLE	2022 AM, SK LASERFICHE & A	Software licenses & upgrades	100-41401-2510	53.27
63736	CITY OF ROSEVILLE	2022 JB LASERFICHE & ADOBE	Software licenses & upgrades	100-41601-2510	26.64
63736	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-41701-3210	187.17
63736	CITY OF ROSEVILLE	IT SERVICE	Computer & software support	100-41707-3120	4,398.75
63736	CITY OF ROSEVILLE	2022 TM, MR LASERFICHE & A	Software licenses & upgrades	100-42201-2510	32.47
63736	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42201-3210	78.00
63736	CITY OF ROSEVILLE	2022 NW, TD, LASERFICHE &	Software licenses & upgrades	100-42401-2510	59.11
63736	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42401-3210	93.59
63736	CITY OF ROSEVILLE	2022 JW ADOBE LICENSE	Software licenses & upgrades	100-43101-2510	5.84
63736	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-43101-3210	46.75
63736	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44101-3210	15.58

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63736	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44201-3210	62.42
63737	COMPASS MINERALS AMERIC	104.21 TN SALT	Salt & sand	100-43102-2710	7,639.64
63737	COMPASS MINERALS AMERIC	28.30 TN SALT	Salt & sand	100-43102-2710	2,074.67
63738	DEHN OIL CO	200 GAL DIESEL	Fuel	100-43101-2230	640.00
63739	DENNIS KING	181ST, CONCORD - 65 EASEM	ROW Acquisition	431-43301-5130	11,000.00
63740	FIRST ADVANTAGE LNS OCC H	ANNUAL ENROLLMENT - JK	Personnel testing & recruitme	100-43101-3150	34.19
63741	FLEETPRIDE	FILTERS	Operating supplies	100-43101-2290	16.88
63741	FLEETPRIDE	#69 FILTERS	Vehicle parts & supplies	100-43101-2340	11.04
63741	FLEETPRIDE	FILTER	Operating supplies	100-43101-2290	5.92
63742	GRATITUDE FARMS	JAN ANIMAL CONTROL	Other professional services	100-42501-3190	250.00
63743	H & L MESABI INC	BLADES	Operating supplies	100-43102-2290	1,744.00
63744	INDEPENDENT TESTING TECH	FIRE #3	Capital assets	420-42201-5110	5,840.00
63745	JARED A. NORDLUND	2021 WEBSITE MAINT	Internet & website	100-41301-3220	1,200.00
63745	JARED A. NORDLUND	NEW WEBSITE DEVELOPMEN	Capital assets	210-41705-5110	6,000.00
63746	LEAGUE OF MINNESOTA CITIE	STORMWATER COALITION	Dues & subscriptions	100-41101-3920	780.00
63747	LINCOLN NATIONAL LIFE INSU	MAR LT DISABILITY	Other payroll deductions	100-21706	408.43
63747	LINCOLN NATIONAL LIFE INSU	MAR ST DISABILITY	Other payroll deductions	100-21706	805.97
63748	LITTLE FALLS MACHINE INC	RETAINER SLEEVE	Operating supplies	100-43102-2290	56.25
63749	LUBE-TECH & PARTNERS LLC	WINDSHIELD WASH	Operating supplies	100-43101-2290	176.61
63749	LUBE-TECH & PARTNERS LLC	DRUM DEPOSIT LESS DRUM R	Operating supplies	100-43101-2290	-15.00
63750	MENARDS-BLAINE	SOFTENER SALT CITY HALL	Operating supplies	100-41701-2290	181.17
63750	MENARDS-BLAINE	SOFTENER SALT FIRE #1	Operating supplies	100-42201-2290	54.90
63750	MENARDS-BLAINE	SOFTENER SALT FIRE #2	Operating supplies	100-42201-2290	54.90
63750	MENARDS-BLAINE	SOFTENER SALT PW	Operating supplies	100-43101-2290	54.90
63750	MENARDS-BLAINE	DRILLBITS	Operating supplies	100-43101-2290	14.97
63751	METRO SALES INC	NOV - DEC COPIER LEASE	Equipment rentals	100-41701-3320	662.52
63751	METRO SALES INC	JAN COLOR COPIES	Equipment rentals	100-41701-3320	33.58
63751	METRO SALES INC	JAN COPIER LEASE	Equipment rentals	100-41701-3320	331.26
63751	METRO SALES INC	NOV - DEC COLOR COPIES	Equipment rentals	100-41701-3320	67.17
63751	METRO SALES INC	NOV - DEC COPIER LEASE	Equipment rentals	100-42401-3320	516.36
63751	METRO SALES INC	JAN COPIER LEASE	Equipment rentals	100-42401-3320	258.18
63751	METRO SALES INC	NOV - DEC COLOR COPIES	Equipment rentals	100-42401-3320	127.14
63751	METRO SALES INC	JAN COLOR COPIES	Equipment rentals	100-42401-3320	63.57
63752	MINNESOTA PETROLEUM SER	FOB FUNCTIONING REPAIR	Building repair & maintenanc	100-43104-3420	166.38
63753	MN METRO NORTH TOURISM	DEC LODGING TAX	Convention bureau	263-46101-4120	1,860.85
63754	MN PEIP	MARCH HEALTH INSURANCE	Flexible spending	100-21705	13,336.88
63755	PERMITWORKS LLC	2022 SUPPORT - CONTRACTO	Computer & software support	100-42401-3120	595.00
63755	PERMITWORKS LLC	2022 SUPPORT - PERMITS & I	Computer & software support	100-42401-3120	1,495.00
63755	PERMITWORKS LLC	2022 SUPPORT - CODE ENFOR	Computer & software support	100-42401-3120	1,495.00
63756	PREMIUM WATERS INC	WATER	Equipment rentals	100-41701-3320	13.05
63756	PREMIUM WATERS INC	FEB WATER COOLER RENTAL	Equipment rentals	100-41701-3320	14.00
63757	S & S INDUSTRIAL SUPPLY INC	TERM REMOVAL TOOL & CON	Operating supplies	100-43101-2290	33.30
63758	SAFEASSURE CONSULTANTS, I	SAFETY TRAINING	Safety program	100-41701-3160	1,289.00
63758	SAFEASSURE CONSULTANTS, I	SAFETY TRAINING (MBFTE GR	Grant expenditures	100-42201-3930	686.00
63758	SAFEASSURE CONSULTANTS, I	SAFETY TRAINING	Safety program	100-43101-3160	1,498.26
63758	SAFEASSURE CONSULTANTS, I	SAFETY TRAINING	Safety program	100-44101-3160	686.00
63759	SANDRA GRZESIAK	6/26/22 LION'S PARK RENTAL	Sales tax	100-21801	7.13
63759	SANDRA GRZESIAK	6/26/22 LION'S PARK RENTAL	Park/pavilion rentals	100-34702	100.00
63760	TDS METROCOM INC	763-434-0454 ELEVATOR	Phones/radios/pagers	100-41701-3210	39.12
63760	TDS METROCOM INC	763-434-9605 FIRE #2	Phones/radios/pagers	100-42201-3210	37.12
63761	UNLIMITED SUPPLIES INC	CONNECTORS	Operating supplies	100-43101-2290	72.82
63762	VIKING ELECTRIC SUPPLY INC	CAT 5 FIRE #2	Building repair & maintenanc	100-42202-2310	109.99
63763	WITMER PUBLIC SAFETY GRO	FIREFIGHTER PINS	Clothing & personal protectiv	100-42201-2210	190.99
DFT0002324	COMPENSATION CONSULTAN	Health Savings Account	Flexible spending	100-21705	333.32
DFT0002325	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,910.00
DFT0002325	EMPOWER	Roth IRA	Deferred compensation	100-21704	100.00
DFT0002326	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	-260.51
DFT0002326	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	-60.00
DFT0002326	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	-256.52
DFT0002326	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	5,014.72

Council Approval List

Payment Dates: 2/10/2022 - 2/24/2022

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
DFT0002326	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,603.54
DFT0002326	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	6,399.48
DFT0002327	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	-122.33
DFT0002327	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,308.49
DFT0002328	PERA	Retirement-Coordinated	PERA	100-21703	-289.64
DFT0002328	PERA	Retirement-Coordinated	PERA	100-21703	6,866.88
DFT0002328	PERA	Retirement-Police & Fire	PERA	100-21703	1,086.98
DFT0002329	MN STATE DEPT OF REVENUE-	JAN '22 FUEL TAX	Fuel	100-43101-2230	356.54
<b>Grand Total:</b>					<b>152,317.26</b>



City of Ham Lake, MN

# EFT Payroll Check Register Report Summary

Pay Period: 1/23/2022-2/5/2022

Packet: PYPKT01274 - PPE 2/5/22 PAID 2/11/22

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	34	38,461.88
<b>Total</b>	<b>34</b>	<b>38,461.88</b>

**ORDINANCE NO. 22-XX**

**An Ordinance Amending ARTICLE 3 – MORALS AND CONDUCT, to regulate the sale, purchase, and possession of catalytic converters.**

**Be it Ordained by the City Council of the City of Ham Lake, Anoka County, Minnesota as follows:**

**ARTICLE 3 – MORALS AND CONDUCT of the Ham Lake City Code is hereby amended as indicated in the following sections:**

**3-700 Catalytic Converters**

**3-710 Sale of catalytic converters**

No person or business may sell a used catalytic converter that is not attached to a vehicle. This section does not apply to a bona fide automobile repair garage or used auto parts dealer, whose license permits the installation, replacement, maintenance, or removal of catalytic converters.

**3-720 Purchase of catalytic converters**

No person or business may purchase a used catalytic converter that is not attached to a vehicle unless the seller is a licensed business, whose license permits the installation, replacement, maintenance, or removal of catalytic converters.

**3-730 Possession of catalytic converters**

No person shall be in possession of a catalytic converter that does not belong to a vehicle owned by the individual in possession of the catalytic converter, or that the individual cannot provide verification of legal receipt of the catalytic converter from the vehicle owner.

**Presented to the Ham Lake City Council on February 7, 2022 and adopted by a unanimous vote this 22 day of February, 2022.**

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**Brian Kirkham, Acting Mayor**

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**Denise Webster, City Clerk**

Meeting Date: February 22, 2022



**CITY OF HAM LAKE**  
***STAFF REPORT***

**To:** Mayor and Councilmembers

**From:** Denise Webster, City Administrator (on behalf of the Code Review Committee)

**Subject:** Resolution Supporting the Housing and Local Decision-Making Authority

**Introduction/Discussion:**

The League of Minnesota Cities has a model resolution supporting the authority of local elected officials and city staff to make land use decisions in their community.

Housing industry groups have recently attacked city land use tools such as zoning and planned use developments. They claim incorrectly that these basic regulatory functions are prohibiting the building of more affordable housing stock, when market factors such as labor costs, land, and materials are creating the market failures we see today.

**Recommendation:** The Code Review Committee is recommending approval of the Resolution Supporting the Housing and Local Decision-Making Authority.

**RESOLUTION NO. 22-XX**  
**A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING**  
**AUTHORITY**

**WHEREAS**, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

**WHEREAS**, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

**WHEREAS**, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

**WHEREAS**, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

**WHEREAS**, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HAM LAKE** that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

**LET IT ALSO BE RESOLVED** that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

Adopted by the City Council of the City of Ham Lake this 22nd day of February, 2022.

\_\_\_\_\_  
Brian Kirkham, Acting Mayor

\_\_\_\_\_  
Denise Webster, City Clerk

## Denise Webster

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**From:** Brian Pogalz <mnhockeyguy@gmail.com>  
**Sent:** Friday, February 11, 2022 8:27 AM  
**To:** Jennifer Bohr  
**Subject:** Planning Commission Term

Jennifer,

I received the letter from the City requesting my consideration for an additional term on the Planning Commission. I would like to accept the opportunity to serve another term.

Please let me know if you need anything further from me.

Thank you,

Brian Pogalz



## Denise Webster

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**From:** David Ringler <drkr98@comcast.net>  
**Sent:** Friday, February 11, 2022 8:27 AM  
**To:** Jennifer Bohr  
**Subject:** Planning Commission and serving another term response

Jennifer,

In response to the letter I received from you regarding my current Planning Commission term expires March 15, 2022.

I would like to serve another term on the City of Ham Lake Planning and Zoning Commission.

Sincerely,

David Ringler

Meeting Date: February 22, 2022



**CITY OF HAM LAKE  
STAFF REPORT**

**To: Mayor and Councilmembers**

**From: Mike Raczkowski, Fire Chief**

**Item/Title/Subject: Renewal of Allina Health Emergency Medical Services Agreement and the Facility Use Agreement**

**Introduction/Discussion:**

The City entered into a facility use lease agreement with Allina in 2016, providing space for use as an ambulance staging station at Fire Station #1. The latest agreement term was from February 1, 2019, and terminated on December 31, 2021. The new contract will run for two years, starting March 1, 2022. Our contract for EMS training also expired on December 31, 2021. The cost of the yearly EMS training is \$3,720.00. The charge for the use of our facility will be equal to their charge for EMS training. This agreement will save the City over \$3,700.00 a year. The contract is written so that there is no money being exchanged by either party.

**Recommendation:**

**I would recommend renewal of the agreements for Allina Health Emergency Medical Services Agreement and the Facility Use Agreement**

## HAM LAKE FD 3-1-2024 SERVICES AGREEMENT

This Agreement is made and entered into 3-1-2022 ("Effective Date") by and between Allina Health System d/b/a Allina Health Emergency Medical Services ("AHEMS"), a Minnesota nonprofit corporation having principal office at 167 Grand Avenue, St. Paul, Minnesota 55102 and (Ham Lake Fire Department "First Responder") having principal offices at 15544 Central Ave NE Ham Lake, MN 55304.

**WHEREAS**, First Responder is an entity engaged in providing emergency response, care, and treatment services to patients in its geographic service area; and

**WHEREAS**, AHEMS is a licensed Education Institution in First Responder's service area; and

**WHEREAS**, AHEMS has the personnel and resources to meet the requirements of Minn. Stat. § 144E.265, and to provide medical direction and support services to First Responder; and

**WHEREAS**, First Responder desires to engage AHEMS to provide Services (as defined below) in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises specified below, the parties agree as follows.

1. **Services.** Beginning on the Effective Date, AHEMS will assign individuals to provide, and will provide, the Services set forth in Exhibit A (the "Services"), attached hereto and incorporated herein.
2. **Qualifications.** AHEMS will ensure that each individual it assigns to provide the Service is qualified, in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations, and as may be further specified in Exhibit A and maintains in good standing and without limitations, exceptions or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services.
3. **Fees and Payment.** In exchange for the Services, First Responder will make payment of the amount due under this Agreement to AHEMS in a timely manner in response to receipt of an invoice supported by adequate documentation. First Responder will pay AHEMS for the Services as set forth in Exhibit B. If any of the fees owed are paid on a prospective annual basis, if AHEMS terminates this Agreement prior to the expiration of a full year term, AHEMS will refund to First Responder a prorate portion of such annual fee(s) paid for Services not performed as of the date of termination. For all other fees owed under this Agreement, in the event of early termination First Responder will make payment only for the Services performed prior to the effective date of termination.
4. **Use of Space.** The parties acknowledge that First Responder's geographic service area is located within the primary service area assigned to AHEMS under state law and AHEMS maintains ALS/BLS ambulances in or near First Responder's geographic service area to facilitate the rapid response to emergency medical situations. First Responder agrees to allow AHEMS personnel providing emergency medical response services to make reasonable use of

First Responder facilities at locations mutually agreed upon by the parties. AHEMS agrees that its use of such space shall be solely for use by on-duty emergency medical personnel and AHEMS will ensure such personnel's use of the space is reasonable and does not disrupt First Responder's operations. Continued use of agreed upon space will be at First Responder's sole discretion provided, however, that First Responder will give 5 days' prior notice to AHEMS of any determination to cease allowing AHEMS personnel to use the space. AHEMS is financially liable for any damage caused to Ham Lake facilities by AHEMS staff and/or vehicles.

- 5. Term and Termination.** The term of this Agreement will commence on the Effective Date and continue for 2 years, unless earlier terminated. This Agreement may be terminated by either party for any reason upon 30 days' prior written notice or by mutual agreement of the parties.

**Auto Renewal Term and Termination.** The term of this Agreement will commence on the Effective Date and continue for 2 year, unless earlier terminated. Upon expiration of the initial or any subsequent term of this Agreement, unless terminated in accordance with this paragraph, this Agreement will automatically renew for successive periods of 2 year unless either party notifies the other party at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed. This Agreement may be terminated by either party for any reason upon 30 days' prior written notice or by mutual agreement of the parties. Unless otherwise specified Auto Renewal will carry a 5% increase of all costs every 2 year renewal period.
- 6. Indemnification.** AHEMS will defend, hold harmless, and indemnify First Responder, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to AHEMS's acts or omissions in connection with this Agreement. First Responder will defend, hold harmless, and indemnify AHEMS, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to First Responder's acts or omissions in connection with this Agreement.
- 7. Insurance.** AHEMS agrees to maintain such policies of insurance, self-insurance, or combinations thereof in amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. First Responder agrees to provide and maintain insurance with limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate unless such entity is governmental entity. If First Responder is a government entity, First Responder agrees to provide and maintain liability insurance as set out in applicable state law.
- 8. Excluded Provider.** Both parties hereby certify that neither it nor its employees, directors, officers, agents, or subcontractors are presently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs, and have not been convicted of a criminal offense within the scope of 42 U.S.C. § 1320a-7(a). Each party will immediately give written notice to the other of any debarment, exclusion, or other event that makes such party, or an employee, director, officer, agent, or subcontractor of such party, ineligible to participate in Federal Health Care Programs or in federal procurement or non-procurement programs.
- 9. Illegality.** If, as determined by agreement of the parties' counsel, or, if the parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly

selected by the parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), then either party may give notice to the other to amend this Agreement solely to comply with the Law and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law, and before a determination is made, either party may suspend payments under the Agreement pending amendment or termination.

**10. Independent Contractors.** AHEMS including its employees, or agents, is an independent contractor of First Responder and nothing in this Agreement will be construed to create an employer/employee or joint venture relationship between First Responder and AHEMS or its employees, or agents.

**11. Notices.** Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail, addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by e-mail or certified mail.

If to First Responder: Michael Raczkowski  
15544 Central Ave NE  
Ham Lake, MN 55304  
[MRaczkowski@ci.ham-lake.mn.us](mailto:MRaczkowski@ci.ham-lake.mn.us)

If to AHEMS: Susan Long  
167 Grand Avenue  
St. Paul, MN 55102  
[Susan.long@allina.com](mailto:Susan.long@allina.com)

**12. Miscellaneous.** Neither party may assign, subcontract, or transfer its rights hereunder without the other party's prior written consent. Nothing in this Agreement will create any obligations by AHEMS or First Responder to any person or entity not a party to this Agreement, including any individuals employed by or under contract with AHEMS or First Responder. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter of this Agreement. This Agreement may be amended only upon mutual written agreement of the parties. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended. The failure of any party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

**13. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as follows:

**ALLINA HEALTH  
EMERGENCY MEDICAL SERVICES**

By Lisa Long  
Title VP Operations  
Dated 2-11-2022

**[FIRST RESPONDER]**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Dated \_\_\_\_\_

## EXHIBIT A

### Services

AHEMS will designate a contact person whom First Responder may contact to arrange for the provision of Services. First Responder will make all efforts to provide reasonable advance notice of its need for any of the Services and AHEMS will make all commercially reasonable efforts to procure resources necessary to deliver the Services, provided, however, that with the exception of Medical Direction services (if applicable) AHEMS will have no obligation to provide the Services if AHEMS is unable to procure necessary resources or personnel to furnish the Services. Services provided pursuant to this Agreement include the following:

#### 1. Medical Direction

- a) AHEMS agrees to provide medical director services to First Responder to support First Responder's emergency medical program. Medical Director services will include:
  - (i) Use of AHEMS protocols;
  - (ii) Medical direction oversight by the AHEMS Medical Director or such other qualified physician as AHEMS may contract with from time-to-time for such services;
- b) As a prerequisite of condition to AHEMS providing the Medical Director services contemplated herein, the First Responder agrees that it will at all times during the term of this Agreement:
  - (i) Operate under AHEMS services protocols;
  - (ii) Utilize only trained EMTs, EMRs, and/or those trained and privileged to provide direct medical care;
  - (iii) Consult with the AHEMS coordinator and/or Medical Director on major equipment purchases.
- c) First Responder will compensate AHEMS for Medical Direction Services in the amount of \$200.00 per year. Each site will pay \$200 per year for Medical Direction in addition to the training cost. Additional Office of Medical Direction services will be billed at \$175.00/hour.

#### 2. Education and Training.

- a) AHEMS will provide the following training to First Responder personnel: Trainings to be given at dates of mutual agreement and at the rates set forth below: See Exhibit B for training locations and schedules per site.
- b) AHEMS will provide training supplies, including disposables. First Responder will reimburse AHEMS for such supplies in the amount of \$200 (included in training site fee).

3. On-Scene Restocking. To the extent permitted by applicable law, AHEMS will provide First Responder with the supplies and drugs necessary to replace those used by First Responder's personnel in the treatment and care of a patient on scene before such patient is transported or treated by AHEMS emergency medical professionals. If on-scene replacement is not possible, First Responder will provide AHEMS with the run number associated with the call. The provision of any medications to any patient by AHEMS or First Responder will be consistent with applicable drug protocols established by the Medical Director. First Responder will not

bill any patient or third party payer for any supplies or drugs provided pursuant to this paragraph.

**Additional Services.** AHEMS will make the following additional services available to First Responder and First Responder will compensate AHEMS for such services as set forth below:

- a) Additional education, quality assurance, quality review, or Medical Director services, and/or sessions outside of the education and training described in Section 2 of this Exhibit A (“Additional Services”). The Additional Services may include: remediation, additional training, or consultation for large scale trainings; any additional trainings; if class sizes grow consistently beyond the span of control and observation is untenable for current contracted instructor number (s), additional instructors; psychomotor capabilities confirmation; and remediation if Allina acts as an agent for the First Responder. Any such Additional Services will be billed at \$78.75 per instructor hour. Any AHA CPR cards requested by the First Responder will be billed at the current AHA card rate. If requested CPR cards will be billed at the current Heartsaver CPR rate.
- b) Additional Services:
  - (i) Medical Direction hours/rate: \$175.00/hr.
  - (ii) Quality Control/Quality Improvement hours/rate: \$80.00/hr.
- c) Any additional classes such as NCCR or additional trainings not covered by this contract will be given at contract customer rates. Any members of the First Responder Agency who take any Allina Health EMS classes will be offered those classes at contract customer rates.



**EXHIBIT B**

**Insert Training:** 14, two hour sessions per year. Times to be mutually agreed upon by both parties.

**Insert Additional Medical Direction Services:**

**Insert Quality Control Services:**

**FEES**

**Total fees for 2 years: \$7,440.00. Fees to be waived in exchange for like value of space trade.**

**Total Quarterly Billing: \$0.00**

## Memorandum

Date: February 17, 2022  
To: Mayor and Councilmembers  
From: Tom Collins, City Engineer *TPC*  
Subject: 155<sup>th</sup> Avenue Street Reconstruction

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**Introduction:**

The 155<sup>th</sup> Avenue Street Reconstruction project was accepted at the March 1, 2021 City Council meeting, which commenced the one-year warranty period that the project is free from all defects due to faulty workmanship or defective materials. A few items have been identified on the last punch list that need to be resolved.

**Discussion:**

Warranty inspections determined that one bituminous driveway has settled and unacceptable. The Contractor, Dresel Contracting, was notified of this driveway in need of correction in August 2021. Turf establishment and the removal of bio-logs are also required. The attached Addendum to Construction Agreement extends the timeframe and warranty period to correct the remaining items to June 7<sup>th</sup>.

**Recommendation:**

It is recommended that the attached Addendum to Construction Agreement be approved.

**ADDENDUM TO CONSTRUCTION AGREEMENT**

This amended Contract Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Ham Lake, party of the first part, hereinafter referred to as the Owner, and Dresel Contracting, Inc., party of the second part, hereinafter referred to as the Contractor. The purpose is to amend the completion date of the Contract from September 3, 2021 to June 7, 2022, to amend 25.04 of the Specifications to extend the Performance Bond guarantee for that unfinished portion of the construction project, which includes one (1) bituminous driveway at 4530 155<sup>th</sup> Avenue NE, remove applicable erosion control, turf establishment per Plans and Specifications and any damage to the project due to completion of the project, herein referred to as the unfinished portion of the construction project, to reduce the amount of the bond from one million two hundred thirty-four thousand seven hundred thirty-eight dollars and sixty-nine cents (\$1,234,738.69) to two thousand four hundred eighty-six dollars and seventy-eight cents (\$2,486.78) and to amend 33.01 of the Specifications to extend that unfinished portion of the work warranty period of the Contract Agreement dated September 24, 2019 from March 1, 2022 to June 7, 2022.

WHEREAS, the Owner has heretofore asked for Proposals for the furnishing of materials, labor and equipment and the use of Contractor's equipment and plant, and all else necessary to complete and to put the entire system in complete working condition, for the construction of 155<sup>th</sup> Avenue from Naples Street to Lexington Avenue, Ham Lake Project No. 0917 and appurtenances and incidentals thereto, as shown on the Plans and as set forth in the Specifications now on file with the Owner.

WHEREAS, the Contractor has submitted a Proposal in response thereto, which has been accepted by the Owner, in which the Contractor agrees to and shall furnish all necessary materials, labor, use of tools, equipment and plant and everything necessary to perform the work designated and set forth in the Contract, including all Contractor's superintendence, and to furnish everything necessary for the completion of the project and to put the entire system into complete working condition.

WHEREAS, the Owner has conditionally accepted the project on the 1<sup>st</sup> day of March, 2021, and

WHEREAS, the Contractor has been contacted on the 3<sup>rd</sup> day of August, 2021, the 30<sup>th</sup> day of September, 2021, the 8<sup>th</sup> day of November, 2021, and the 11<sup>th</sup> day of November, 2021 to complete the unfinished portion of the construction project to the satisfaction of the Contract and the Owner.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the Contractor agrees with the Owner to furnish all necessary materials, labor, plant, machinery and appliances, and at the Contractor's own risk and expense, construct and complete the said work within the amended time specified herein, TIME BEING OF THE ESSENCE OF THIS CONTRACT, in accordance with the amended Contract amount for the total cost of two thousand four hundred eighty-six dollars and seventy-eight cents (\$2,486.78).

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor shall commence work under this Contract on a date acceptable to both parties and the Contractor shall complete all of the work under this Contract as follows: All unfinished portions of the project shall be completed by June 7, 2022.

THIS AGREEMENT FURTHER WITNESSETH, which the contract documents consist of the following component parts, all of which are as full a part of this Contract as though herein stated verbatim or if not attached, as if hereto attached:

1. Notice to Contractors
2. Proposal
3. Bid Bond
4. Agreement
5. Instructions and Information for Bidders
6. General Conditions
7. Special Provisions
8. Construction Specifications
9. Drawings
10. Performance/Payment Bond
11. All Addenda issued prior to the time for opening Bids
12. Notice of Award
13. Change Order

The provisions of Minnesota Statutes 181.59 relating to discrimination in employment, and the civil and criminal sanctions for violation, are adopted hereby for reference as if fully set forth herein. Contractor agrees to be bound by the non-discrimination provisions and to be subject to the criminal and civil sanctions of Minnesota Statutes 181.59 for violation of this clause.

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor agrees to pay all persons furnishing labor and material in and about the performance of this Contract; and the Contractor will, within ten (10) days after the acceptance of the revised completion date, execute this Amended Contract and furnish an amended Performance Bond to be approved by the Owner in a sum equal to two thousand four hundred eighty-six dollars and seventy-eight cents (\$2,486.78). The Performance Bond shall be kept effective and in full force until June 7, 2022 after the completion and approval of the work not completed to date. The bond shall serve as a guarantee of the function and workmanship of the work. This bond shall make the Contractor's sureties responsible for underwriting the work against faulty workmanship or defective materials. Final acceptance of the work shall immediately relieve the sureties of responsibility after the final acceptance of the unfinished portion of the construction project. The performance bond shall remain in full force and effect through the guarantee period. The Contractor further agrees to take all precautions to protect the public against injury and to save the Owner harmless from all damages and claims of the Contractor or the Contractor's Agents or Employees while engaged in the performance of this Contract and will indemnify the Owner against all claims, liens and claims for liens for labor performed or material furnished as aforesaid and against all loss by reason of the failure of the Contractor in any respect to fully perform all obligations of this Contract.

The Contractor and the Owner agree that all of the terms of this Contract shall be binding upon themselves, their heirs, administrator, executors, legal and personal representatives, successors and assigns.

This Contract is entered into under and pursuant to the laws of the State of Minnesota and shall in all respects be construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2022, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

City of Ham Lake, Minnesota  
Owner

\_\_\_\_\_  
By Title

\_\_\_\_\_  
By Title

PARTY OF THE SECOND PART

Dresel Contracting, Inc.  
Contractor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By Title

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_ to me known and known to me to be the individual(s) described in and who executed the above instrument and \_he acknowledged to me that \_he executed the same.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say the \_he is the \_\_\_\_\_ of

the corporation described in and which executed the above instrument; that he knows the seal of said corporation, affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**FIRM ACKNOWLEDGMENT (For Proprietorships and Partnerships)**

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_ to me known and known to me to be one of the firm

described in and who executed the foregoing instrument, and \_he thereupon acknowledged to me that \_he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

## Denise Webster

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**From:** Joseph Thomas <jpthomas212@gmail.com>  
**Sent:** Wednesday, February 16, 2022 12:30 PM  
**To:** Denise Webster  
**Cc:** Michael Raczkowski; Jesse Wilken; Paul Demro  
**Subject:** Benefit increase for Ham Lake Fire Relief Association  
**Attachments:** Ham Lake Fire Relief Association.docx

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

Based on information shown in the attached document, the Ham Lake Fire Relief Association is asking the City Council to ratify a bylaw change amending the benefit level from \$4500.00 to \$5000.00 effective the day after adoption.

The Board of Trustees reviewed current funding levels at its annual meeting on February 10th, 2022, and, based on year end funding, voted for the Compensation Committee to move forward with a benefit increase from \$4500.00 per year of service to \$5000.00 per year of service.

The Recommendation to amend the Relief Associations bylaws to raise the benefit level pending adoption by City Council was put to a vote by the general membership on January 14th, 2022, and was ratified.

Information shown is based on the State of Minnesota Schedule Form which projects assets and liabilities for the current and following year. Based solely on 2021 year end balance, and future (current and subsequent years) Fire Aid and Supplemental State aid of approximately \$100,000.00 per year, the Relief Association would be funded at 120% thru 2022, and at 116% thru 2023.

Since the Relief Association may not make actual retirement payments for less than five (5) years of service (but still accrue a potential liability), the available funding based allowable payout is 132% thru 2022, and 129% thru 2023, if all members were actually paid.

As noted, these calculations do not take into consideration voluntary City contributions, anticipated increase in State Fire Aid, or investment returns.

-Joe Thomas/Trustee  
-Paul Demro/Trustee

## Ham Lake Fire Relief Association

February 10<sup>th</sup>, 2022

Proposed benefit level increase to \$5,000 per year of service (effective as soon as possible)

### Supporting Figures:

State calculations: 120.48% funded through end of 2022

116.10% funded through end of 2023

HLFRA calculations: 132% funded through end of 2022

129% funded through end of 2023

### All above funding %'s **DO NOT** include:

Any city of Ham Lake contributions

No increases to state aid (3.5% allowed)

No investment returns credited

Meeting Date: February 22, 2021

**CITY OF HAM LAKE**

**STAFF REPORT**

**To:** Mayor and Councilmembers

**From:** Andrea Murff, Finance/Human Resource Director

**Item/Title/Subject:** Liability coverage waiver form

**Introduction/: Discussion:**

Every year when the City renews its property/casualty insurance, the City Council must decide on whether or not to waive the statutory tort liability limits. In the past, the City has decided not to waive the statutory limits. The options are further explained on the attached form.

**Recommendation:**

I recommend that the City not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.



## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name:

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*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_

## Memorandum

Date: February 16, 2022  
To: Mayor and Councilmembers  
From: Tom Collins, City Engineer *TPC*  
Subject: 181<sup>st</sup> Avenue reconstruction/overlay project

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**Introduction:**

The reconstruction of municipal state aid 181<sup>st</sup> Avenue from Concord Drive NE to approximately 800 feet west of Trunk Highway 65 is scheduled for this summer. The remaining 800 feet west of Trunk Highway 65 and the 500 feet east of Trunk Highway 65 will receive an overlay with the project.

**Discussion:**

Per the Joint Powers Agreement that was approved at the August 17, 2020 City Council meeting, East Bethel is responsible for implementing any required feasibility studies, engineering and design work, bid procedures, selection of contractor and/or award of bid, and supervision of construction. Also, right-of-way acquisition costs shall be the separate responsibility of each City for necessary right-of-way acquisition within its respective corporate limits.

The Ownership & Encumbrance Report found that there was no dedicated right-of-way from the 200-foot wide 1018 181<sup>st</sup> Avenue (05-32-23-22-0015) parcel. Per the Nagell Appraisal Incorporated Appraisal Report, the before and after damages and costs are \$7,200 for the 2 blue spruce trees and 6 arborvitaes, and \$3,900 for the 13-foot by 200-foot of required right-of-way acquisition to obtain a total of 33-feet of right-of-way. The other 20-feet of right-of-way is dedicated thru prescriptive easement by adverse possession. The total acquisition cost is \$11,100. Portions of the 68-page Appraisal Report are attached. Acquisition costs are eligible for reimbursement thru municipal state aid funding.

**Recommendation:**

It is recommended that the Easement Agreement be executed, and the \$11,100 compensation be approved.

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered on this \_\_\_\_\_ day of February 2022, by and between the Dennis W. King, an individual (the “Grantor”), and the City of Ham Lake, a Minnesota Municipal Corporation (the “Grantee”).

### RECITALS

WHEREAS, Grantor is the owner of the real property described on “Exhibit A” attached hereto and made a part hereof (the “Property”);

WHEREAS, the Grantor desires to grant the Grantee a permanent easement over, under, and across a portion of the Property for municipal street, utility, and drainage purposes, and on the following terms and conditions herein.

### EASEMENT

1. Grant of Permanent Easement. For and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to the Grantee a permanent easement over, under, and across the Property for municipal street, utility, and drainage purposes as legally described on “Exhibit B” attached hereto. The easement is depicted by the Easement Exhibit, which is attached hereto as “Exhibit C” attached hereto.
2. Scope of the Permanent Easement. The permanent easement permit the Grantee to enter at any time upon the permanent easement created by this Agreement, to grade and excavate the land for the purposes of constructing a municipal street, utilities and stormwater drainage infrastructure and facilities related thereto, the right to remove bushes, trees, undergrowth, and other obstructions interfering in the location and construction of said street, utilities, public roadway, and stormwater drainage infrastructure and facilities, the right to maintain, repair, and replace the street and any utility and drainage infrastructure or facilities placed in the permanent easement, and for permanent and continued public access over permanent easement.

3. Binding Effect. The City, its successors and assigns shall have and hold the permanent easement legally described on Exhibit B forever.
4. Incorporation. The Recitals articulated above are hereby incorporated and made a part of this Easement Agreement.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument effective on the day and year first above written.

\_\_\_\_\_  
Dennis W. King, Grantor

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ANOKA     )

This instrument was acknowledged before me this \_\_\_\_\_ day of February, 2022, by Dennis W. King, Grantor.

\_\_\_\_\_  
Notary Public

**CITY OF HAM LAKE**

By: \_\_\_\_\_  
      Brian Kirkham, Acting Mayor

By: \_\_\_\_\_  
      Denise Webster, City Administrator

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ANOKA     )

This instrument was acknowledged before me this \_\_\_\_\_ day of February, 2022, by Brian Kirkham and Denise Webster, respectively the Acting Mayor and City Administrator of the City of Ham Lake, on behalf of the City of Ham Lake, Grantee.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

All that part of the Northwest Quarter of Section 5, Township 32, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the Northwest corner of the said Northwest Quarter; thence proceeding Easterly 200 feet along the North line of said Quarter; thence proceeding Southerly and parallel with the West line of said Quarter 250 feet; thence proceeding Westerly and parallel with the South line of said Quarter 200 feet to a point of intersection with the West line of said Quarter; thence proceeding Northerly along said West line to the point of beginning, Anoka County, Minnesota.

AND

Outlot A, Rustic Acres, Anoka County, Minnesota.

AREA OF OVERALL PROPERTY = 162,417 Sq. Ft. or 3.73 Acres

PIN #: 05-32-23-22-0015

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF THE PERMANENT EASEMENT**

A permanent easement for street, utility, and drainage purposes over, under, and across the North 33.00 feet of the following described property:

All that part of the Northwest Quarter of Section 5, Township 32, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the Northwest corner of the said Northwest Quarter; thence proceeding Easterly 200 feet along the North line of said Quarter; thence proceeding Southerly and parallel with the West line of said Quarter 250 feet; thence proceeding Westerly and parallel with the South line of said Quarter 200 feet to a point of intersection with the West line of said Quarter; thence proceeding Northerly along said West line to the point of beginning, Anoka County, Minnesota.

PIN #: 05-32-23-22-0015

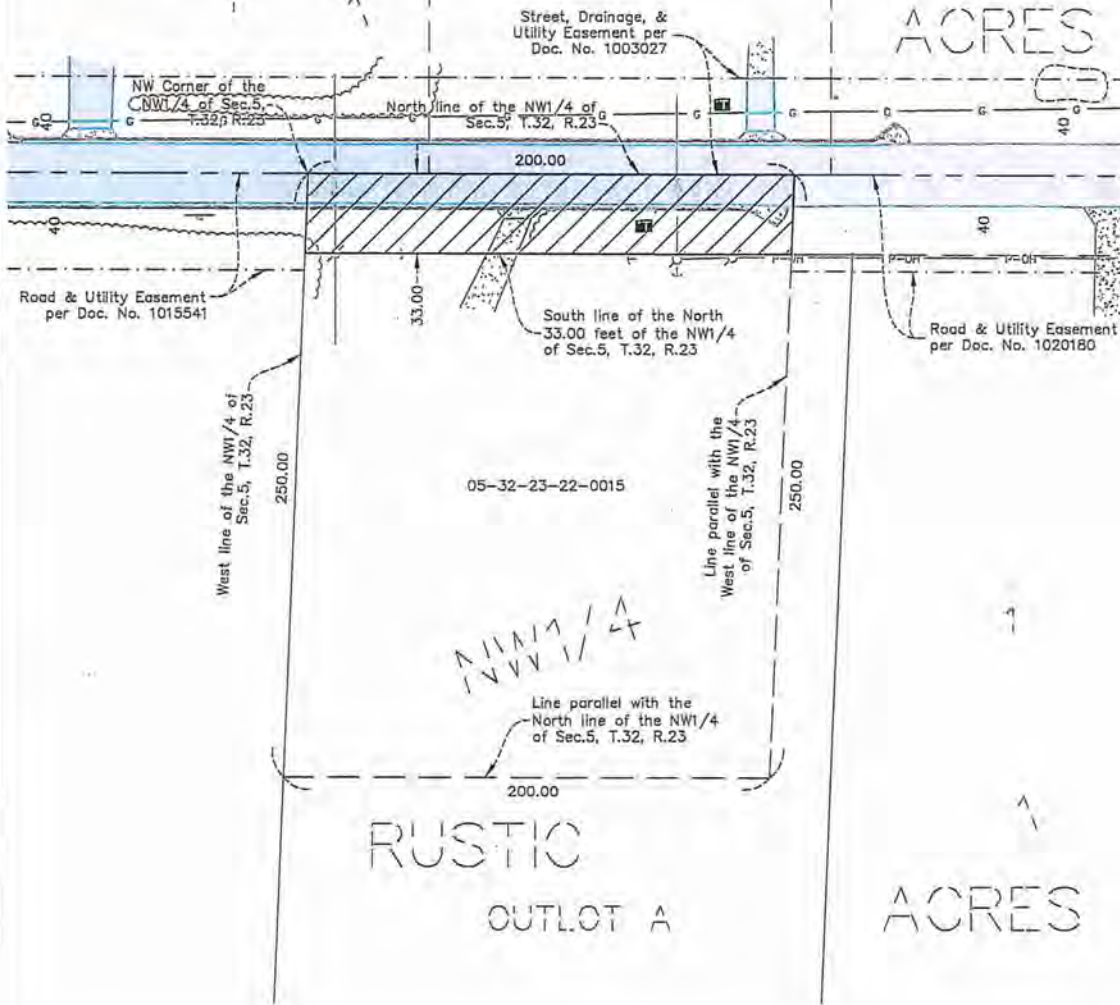
**EXHIBIT C**  
**EASEMENT EXHIBIT**



OKRIDGE

2 ACRES

# Easement Exhibit for City of East Bethel



### EXISTING PROPERTY DESCRIPTION:

All that part of the Northwest Quarter of Section 5, Township 32, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the Northwest corner of the said Northwest Quarter; thence proceeding Easterly 200 feet along the North line of said Quarter; thence proceeding Southerly and parallel with the West line of said Quarter 250 feet; thence proceeding Westerly and parallel with the South line of said Quarter 200 feet to a point of intersection with the West line of said Quarter; thence proceeding Northerly along said West line to the point of beginning, Anoka County, Minnesota.

AND

Outlot A, Rustic Acres, Anoka County, Minnesota.

AREA OF OVERALL PROPERTY = 162,417 Sq.Ft. or 3.73 Acres

### PROPOSED EASEMENT DESCRIPTION:

A permanent easement for street, utility, and drainage purposes over, under, and across the North 33.00 feet of the following described property:

All that part of the Northwest Quarter of Section 5, Township 32, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the Northwest corner of the said Northwest Quarter; thence proceeding Easterly 200 feet along the North line of said Quarter; thence proceeding Southerly and parallel with the West line of said Quarter 250 feet; thence proceeding Westerly and parallel with the South line of said Quarter 200 feet to a point of intersection with the West line of said Quarter; thence proceeding Northerly along said West line to the point of beginning, Anoka County, Minnesota.

Property Owner: Dennis W. King  
PIN# 05-32-23-22-0015  
1018 181st Ave. NE



= PROPOSED STREET, UTILITY, & DRAINAGE EASEMENT

(Area of Proposed Street, Utility, & Drainage Easement = 6,600 Sq.Ft. or 0.152 Acres)

DATE	REVISION	DDO ID	 <b>Hakanson Anderson</b> Civil Engineers and Land Surveyors 2001 Thurston Ave. Anoka, Minnesota 55303 763-427-5800 FAX 763-427-0250	Easement Exhibit for CITY OF EAST BETHEL	SHEET 1 OF 1
10/05/21	Revised per Memo Letter	SMM		DATE 06/01/21	FILE NO. EB356
10/18/21	Revised per PID Number	SMM			
		DDO ID: BP			

## East Bethel/Ham Lake Joint Powers Agreement

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the Cities of East Bethel and Ham Lake, both situate in Anoka County, Minnesota, through action of the City Council of each City.

### RECITALS

East Bethel and Ham Lake share a common border along the northerly limits of Ham Lake and the southerly limits of East Bethel. The common border extends for approximately six miles. Portions of the common border contain a boundary line road know as 181<sup>st</sup> Avenue Northeast. It is the desire for both Cities to improve 181<sup>st</sup> Ave NE serving both Cities along their common border. It is the purpose of this Agreement to implement certain portions of that overall project and to provide for ongoing maintenance of said road, as hereinafter described, pursuant to provisions of Minnesota Statutes, §471.59, commonly known as the Minnesota Joint Powers Act.

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Specific Project.** The project contemplated by this Agreement consists of improvement of 181<sup>st</sup> Ave NE from Jackson St NE in East Bethel and Concord St NE in Ham Lake east approximately 3,900 feet to Trunk Highway 65 NE.
2. **Construction.** Construction shall be done in the following manner:

East Bethel shall be responsible for implementing any required feasibility studies, engineering and design work, bid procedures, and supervision of construction. The City Council of each City will have to accept the lowest competent bid before the contractor is selected and the project is awarded. Ham Lake shall reimburse East Bethel after receipt of a partial pay estimate, certified by Hakanson Anderson, or receipt of a bill for engineering services, legal services, publication costs, etc. of one-half thereof within 30 calendar days of the billing. Construction costs shall include all costs other than right-of-way acquisition costs incurred in connection with completion of the project, including but not limited to engineering fees, legal fees, publication costs, and contractors' fees. Right-of-way acquisition costs shall be the separate responsibility of each City for necessary right-of-way acquisition within its respective corporate limits. Construction shall be deemed complete when the City Council of each City has accepted, by resolution, the construction of the project upon recommendation of its City Engineer. East Bethel shall strictly account for all funds expended and received hereunder and shall furnish an accurate, detailed report of the same to Ham Lake.

3. **Bonding.** To the extent that either Ham Lake or East Bethel utilizes any general obligation bonding to wholly or partially fund any portion of the costs of the project, both Ham Lake and East Bethel will endeavor to cooperate with each other in any statutorily required procedures necessary to implement such bonding. Each City shall pay its separate bonding expenses, which shall not be shared costs of the project.
4. **Minnesota State Aid (MSA) Funding.** Both East Bethel and Ham Lake will cooperate in all respects in maintaining the eligibility of the project to receive MSA funding from the Minnesota Department of Transportation. Furthermore, design standards for the project shall be as required by the Minnesota State Aid section of the Minnesota Department of Transportation.
5. **Right-of-way Acquisition.** East Bethel and Ham Lake each shall be separately responsible for acquiring all right-of-way necessary to implement the project within each City's respective corporate limits. Right-of-way acquisition costs shall not be considered a part of the shared costs of the project.
6. **Maintenance.**
  - a. Contractor's bond and Guaranty. East Bethel shall be responsible for enforcing any Contractor's bond and guaranty on the project. The costs of any such enforcement shall be paid by East Bethel, but if any such costs are incurred, one-half of such costs shall be reimbursed to East Bethel by Ham Lake.
  - b. On-Going Maintenance. The project shall be maintained in such a manner as to comply with on-going maintenance requirements for MSA roads as established by the Minnesota Department of Transportation. Ham Lake and East Bethel shall share equally in the costs of future maintenance, subject to the condition that the governing body each shall agree as to the need for specific items of future maintenance.
7. **Termination of Agreement.** This Agreement shall continue during improvement of the road as herein provided and so long thereafter as the road qualifies as a MSA road.
8. **Insurance.** Each City shall procure and maintain general liability insurance and other appropriate forms of insurance with respect to its responsibilities and obligations under this Agreement.

9. **Hold Harmless.** Each City shall defend, indemnify, and hold the other harmless from any and all suits, actions, loss, damage, or expense arising out of any act of the other, its agents or employees, in the course of its responsibilities and obligations under this Agreement.
10. **Notice.** Any notice required or permitted to be given under the Agreement will be sufficient if in writing and sent by registered or certified mail or hand delivered to each City at the address set forth below or at such other place as either City shall designate in writing by certified or registered mail.

---

City Clerk

City of East Bethel

2241 221<sup>st</sup> Ave NE

East Bethel, MN 55011

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City Clerk

City of Ham Lake

15544 Central Ave Ne

Ham Lake, MN 55304

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first written, pursuant to the provisions of Minnesota Statutes, §471.59, commonly known as the Minnesota Joint Powers Act.

The property is legally described herein. The appraisal assumes that the property meets all current environmental standards. The appraisal analysis and conclusions are subject to certain limiting conditions and assumptions described herein. The final value opinion, as of **August 26, 2021**, is:

<b>Before Market Value (land value):</b>	<b>\$170,000</b>
<b>After Market Value (land value):</b>	<b>\$158,900</b>
<b>DAMAGES DUE TO ACQUISITION:</b>	<b>\$11,100</b>
<b>Temporary Easement Cost:</b>	<b>\$0</b>
<b>TOTAL (damages plus temporary easement cost):</b>	<b>\$11,100 rnd.</b>

**Exposure Time / Marketing Time**

<b>Exposure Time:</b>	Final values reflect “market exposure” time of under 4 months <u>before</u> the effective date of the appraisal. Changes in the market, use, lease and/or building subsequent to the effective appraisal date could impact value.
<b>Marketing Time:</b>	Marketing times for appropriately priced properties is generally 4 months +/-.

Our company has 12 employees, has been in business since 1968 and has sufficient knowledge, education, experience, resources and/or contacts to competently complete this assignment. The accompanying report contains data secured from my personal investigation and from sources considered to be reliable; however, correctness is not guaranteed. To the best of my knowledge and belief, the statements contained in this report are true and correct. Neither my employment to make this appraisal, nor the compensation, is contingent upon the value reported. This report has been prepared in conformity with the code of professional ethics and standards of professional appraisal practice of the Appraisal Institute and appraisal standards set forth by Uniform Standards of Professional Appraisal Practice.

Please contact us if you have further questions.

Sincerely,

Erin Waytas, MAI  
 Certified General MN 40368620

William R. Waytas, SRA, CRP  
 Certified General MN 4000813

## SUMMARY OF IMPORTANT FACTS & CONCLUSIONS



<b>Location:</b>	1018 – 181 <sup>st</sup> Avenue Northeast, Ham Lake
<b>Project / Parcel Number:</b>	n/a
<b>Appraisal Report:</b>	Appraisal Report
<b>Current Use:</b>	Residential
<b>Extraordinary Assumptions:</b>	No, see rear of report for standard assumptions
<b>Hypothetical Conditions:</b>	Yes, see rear of report
<b>Site Area:</b>	158,417 SF (3.64 acres), excluding prescriptive easement.
<b>Building Improvements:</b>	Single-family home
<b>Current Zoning:</b>	RA, Rural Single Family Residential
<b>Highest &amp; Best Use:</b>	Residential Single-Family (1 unit/acre)
<b>Personal Property:</b>	No personal property included
<b>Property Rights Appraised:</b>	Fee Simple
<b>Right of Way Acquisition:</b>	n/a
<b>Permanent Easement:</b>	6,600 SF (approximately 4,000 SF is existing prescriptive easement)
<b>Permanent D&amp;U Easement:</b>	n/a
<b>Temporary Easement</b>	n/a
<b>Temporary Easement Length:</b>	n/a
<b>TOTAL DAMAGES &amp; COSTS:</b>	<b>\$11,100 rounded</b>

## ASPECTS OF POTENTIAL DAMAGE

Potential aspects of damage or loss in value to the subject property caused by the partial acquisition:

- Land within the acquired area
- Buildings located within the acquired area
- Site improvements within the acquired area
- Severance damage, the influence of the acquisition area on the subject property
- Project Influence

**Land** - Land value breakdown -- On the basis that all portions of the subject site have equal value contribution the subject's land value in the taking area is diminished by the pro-rated value of the land acquired.

**Buildings** – There are no building improvements in the acquisition area.

**Site improvements** – Based on an inspection, there appear to be no site improvements in the acquisition area that will be impacted, see below. The city will move and/or replace in kind any wells, septic systems, underground watering systems, and fences as needed.

Site Improvements			
Description	Type/Size/Condition	Quantity/Rate	Total Opinion of Market Value
<b>Trees</b>	2 Blue Spruce at \$1,500 each 6 Arborvitaes at \$700 each		\$7,200
<b>Plantings</b>	None		\$0
<b>Other</b>	None		\$0
<b>Driveway/Fence</b>	Driveway in area, city to replace/repair any damage to it during project, as needed.		\$0
<b>Underground Watering System</b>	None		\$0
<b>Sign</b>	None		\$0
<b>TOTAL</b>			<b>\$7,200</b>

**Note:** The city is to maintain access to the subject during the construction period.

## SUMMARY OPINION OF BEFORE AND AFTER VALUES

**Permanent Easement:** Acquired for road purposes. It is estimated the land area will suffer a 100% loss in value. The area is reported to be **4,000 SF**.

**Permanent D&U Easement Acquisition:** Commonly used for drainage & utility uses. The new easement area is reported to be **0 SF**.

**Temporary Easement:** Used by the city for construction purposes on a temporary basis. The owner retains complete ownership upon expiration of the temporary easement. The city reports that the temporary easement will be **0 SF**.

<b>Summary of Acquisition</b>			
<b>Estimate of Value Before Acquisition</b>			
Land Value			\$170,000
Site Improvements	See below		\$0
<b>Total Value BEFORE Acquisition</b>			<b>\$170,000</b>
<b>Estimate of Value After Acquisition</b>			
<b>Total Value Before Acquisition, Land Only &amp; Improvements in Acquisition Area</b>			<b>\$170,000</b>
<b>Less:</b>			
ROW Acquisition Area	0	SF x \$1.50 per SF x 0% loss =	\$0
Permanent Easement	2,600	SF x \$1.50 per SF x 100% loss =	(\$3,900)
Permanent D&U Easement Area	0	SF x \$1.50 per SF x 0% loss =	\$0
Site Improvements	Plantings		(\$7,200)
		Net Value Before Severance	<u>\$158,900</u>
Severance	None		\$0
		Total Damages	(\$11,100)
<b>Total Value AFTER Acquisition</b>			<b>\$158,900</b>
Temporary Easement	0	SF x \$1.50 per SF x 10% x 0 months =	\$0
		Total Temporary Easement Cost	\$0
<b>TOTAL DAMAGES AND COSTS (rounded)</b>			<b>(\$11,100)</b>

<b>Alternate Computation</b>			
ROW Acquisition Area	0 SF x	\$1.50 per SF =	\$0
Permanent Easement Area	2,600 SF x	\$1.50 per SF x 100% rights loss =	\$3,900
Permanent D&U Easement Area	0 SF x	\$1.50 per SF x 0% rights loss =	\$0
Site Improvements	Plantings		\$7,200
Severance			\$0
Temporary Easement	0 SF x \$1.50 per SF x 10% x 0 months =		\$0
		<b>Total (rounded)</b>	<b>(\$11,100)</b>

*\*Slight deviations may exist due to rounding.*

## EXPOSURE TIME / MARKETING TIME

**Reasonable Exposure Time:** *Under 4 months before the effective date of the appraisal.*

**Marketing Time Opinion:** *4 months or less after the effective date of the appraisal.*



**SUBJECT PHOTOGRAPHS**



Looking west on 181<sup>st</sup> Avenue Northeast



Looking east on 181<sup>st</sup> Avenue Northeast

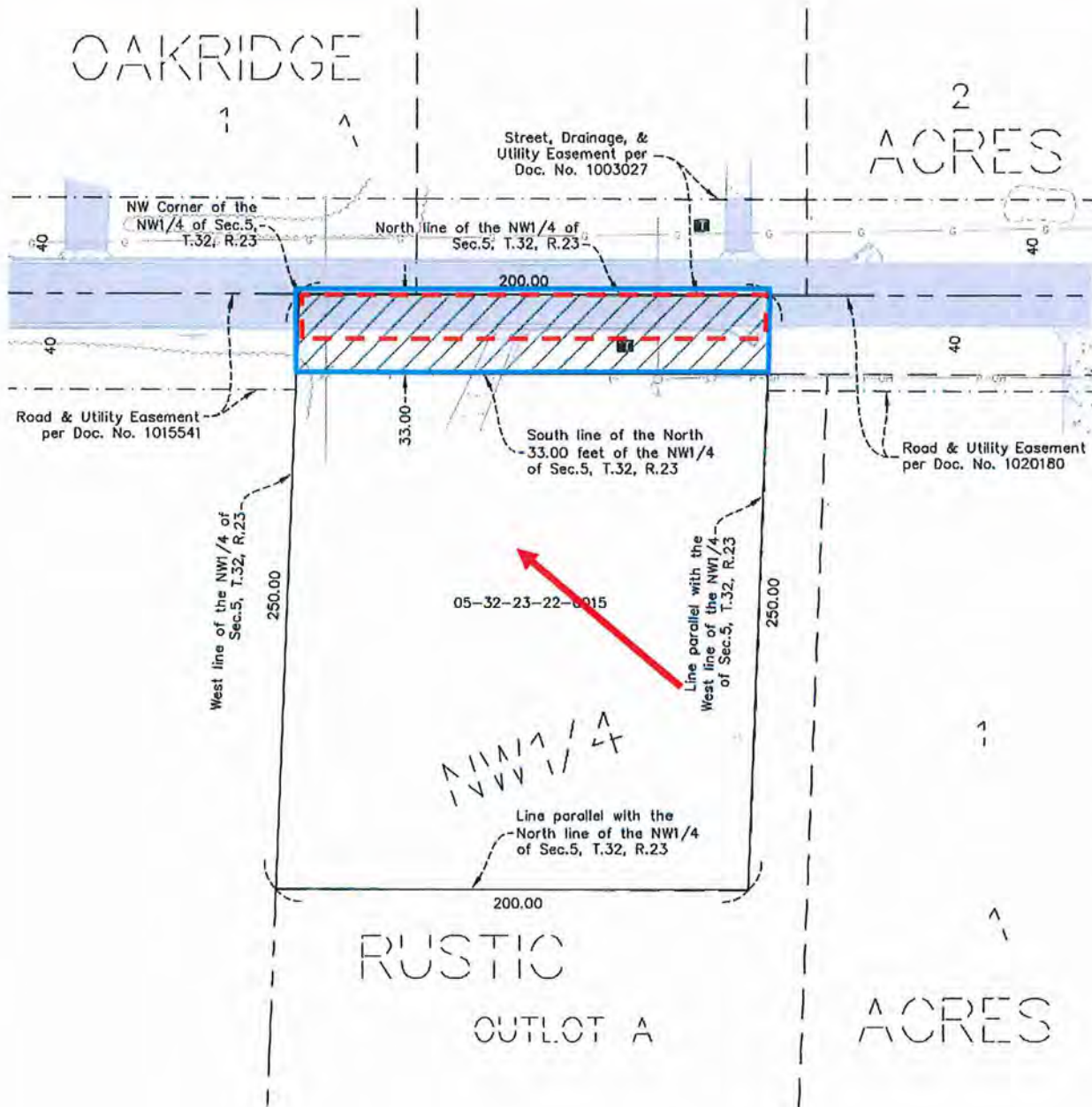


View of site



View of property

# SKETCH OF ACQUISITION



The subject is indicated by the red arrow.

The total 6,600 SF take area is outlined by the blue line.

The red dashed outline reflects the approximate area that is considered to be existing prescriptive easement, which is estimated at approximately 4,000 SF.



**CITY OF HAM LAKE  
STAFF REPORT**

**To: Mayor and Councilmembers**  
**From: Andrea Murff, Finance Director**  
**Item/Title/Subject: 2021 4th Quarter Financials**

**INTRODUCTION/DISCUSSION:**

Bank accounts have been reconciled through December 31, 2021 as well as a review of all activity in all funds has been performed. The following is a summary of my observations on the City’s financial position at the end of the 4th Quarter of 2021. All information presented is unaudited and is subject to end of year adjustments.

**Cash and Investments**

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

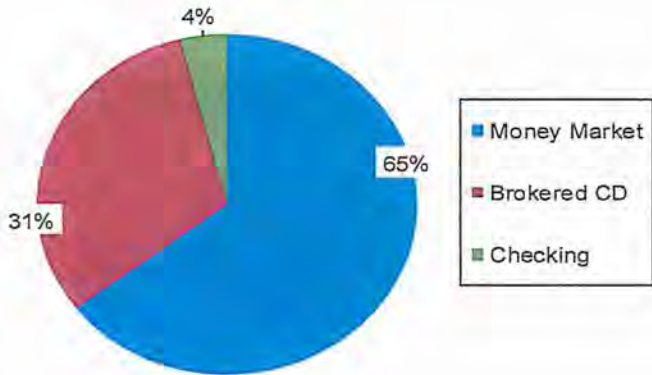
	12/31/2021	12/31/2020	Increase/ (Decrease)
Checking	\$ 436,002	\$ 1,025,369	\$ (589,430)
Investments (at Market Value)	11,580,629	10,266,600	1,314,030
<b>Total Cash and Investments</b>	<b>\$ 12,016,631</b>	<b>\$ 11,291,969</b>	<b>\$ 724,600</b>
Investment Type	12/31/2021	12/31/2020	Increase/ (Decrease)
Checking	\$ 436,002	\$ 1,025,369	\$ (589,430)
Money Market	7,785,636	6,299,433	1,486,203
Negotiable CDs	3,794,994	3,474,283	320,711
Municipal Bond	-	-	-
Government Agency Securities	-	492,884	(492,884)
<b>Total Cash and Investments</b>	<b>\$ 12,016,631</b>	<b>\$ 11,291,969</b>	<b>\$ 724,600</b>

**Investment Summary**  
**As of 12/31/2021 (unaudited)**

Institution	Description	Type	Market Value 1/1/2021	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted		Unrealized gain / loss
								Market Value 12/31/2021	Market Value 12/31/2021	
RBC	RBC	Money Market	-	-	-	-	-	-	-	-
RBC	Enerbank USA Salt Lake City	Brokered CD	249,264.99	-	-	(249,452.39)	2,452.39	2,264.99	-	(2,264.99)
RBC	Morgan Stanley PVT BK	Brokered CD	254,041.74	-	-	(6,273.00)	6,273.00	254,041.74	247,805.64	(6,236.10)
RBC	Sallie Mae BK Murray Utah	Brokered CD	254,041.74	-	-	(6,273.00)	6,273.00	254,041.74	247,805.64	(6,236.10)
RBC	Wells Fargo Bank Natl Assn	Brokered CD	257,139.81	-	-	(6,349.49)	6,349.49	257,139.81	250,827.66	(6,312.15)
RBC	Ally Bank Midvale Utah	Brokered CD	254,582.94	-	-	(4,428.00)	4,428.00	254,582.94	249,719.52	(4,863.42)
RBC	Bank Hapoalim New York	Brokered CD	250,993.05	-	-	(6,699.00)	6,699.00	250,993.05	242,198.88	(8,794.17)
RBC	Goldman Sachs BK USA New York	Brokered CD	231,244.44	-	-	(232,117.60)	4,011.86	3,138.70	-	(3,138.70)
RBC	BMO Harris BK NATL ASSN	Brokered CD	249,271.41	-	-	(1,245.01)	1,245.01	249,271.41	245,382.03	(3,889.38)
RBC	Merrick BK South Jordan Utah	Brokered CD	248,718.63	-	-	(995.98)	995.98	248,718.63	242,971.71	(5,746.92)
RBC	Texas Exchange Bk Crowley	Brokered CD	249,204.18	-	-	(1,743.03)	1,743.03	249,204.18	242,901.99	(6,302.19)
RBC	Malaga BK Palos Verdes Calf	Brokered CD	246,592.17	-	-	(1,139.27)	1,245.01	246,697.91	236,731.77	(9,966.14)
RBC	Freddie Mac	Brokered CD	246,014.76	-	-	(738.00)	738.00	246,014.76	243,872.10	(2,142.66)
			2,991,109.86	-	-	(517,453.77)	42,453.77	2,516,109.86	2,450,216.94	(65,892.92)
Falcon National Bank	Community Pride Bank	Money Market	65,744.59	-	-	3,602.51	168.46	69,515.56	69,515.56	-
Falcon National Bank	CD 89417 (renewed)	Brokered CD	300,000.00	-	-	(1,800.04)	1,800.04	300,000.00	300,000.00	-
Falcon National Bank	CD 88834 (renewed)	Brokered CD	200,000.00	-	-	(1,199.96)	1,199.96	200,000.00	200,000.00	-
Falcon National Bank	CD 90376 (renewed)	Brokered CD	531,083.70	-	-	(995.98)	3,193.21	534,276.91	534,276.91	-
Falcon National Bank	CD 90484 (renewed)	Brokered CD	100,500.00	-	-	(602.51)	602.51	100,500.00	100,500.00	-
			1,197,328.29	-	-	-	6,964.18	1,204,292.47	1,204,292.47	-
21st CENTURY BANK	Money Market	Money Market	501,603.40	-	-	(501,698.23)	94.83	0.00	-	(0.00)
21st CENTURY BANK	ICS	Money Market	-	-	-	1,452,754.52	4,161.82	1,456,916.34	1,456,916.34	(0.00)
21st CENTURY BANK	CD 3507 (Renewed)	Brokered CD	90,000.00	-	-	(90,405.37)	405.37	0.00	-	(0.00)
21st CENTURY BANK	CD 2 3508 (Renewed)	Brokered CD	90,000.00	-	-	(90,405.37)	405.37	0.00	-	(0.00)
21st CENTURY BANK	CD 3509 (Renewed)	Brokered CD	90,000.00	-	-	(90,405.37)	405.37	0.00	-	(0.00)
21st CENTURY BANK	CD 3510 (Renewed)	Brokered CD	90,000.00	-	-	(90,405.37)	405.37	0.00	-	(0.00)
21st CENTURY BANK	CD 3511 (Renewed)	Brokered CD	90,000.00	-	-	(90,405.37)	405.37	0.00	-	(0.00)
21st CENTURY BANK	CD 3512 (Renewed)	Brokered CD	50,000.00	-	-	(50,225.21)	225.21	0.00	-	(0.00)
21st CENTURY BANK	CD 3735 (Renewed)	Brokered CD	210,000.00	-	-	(1,179.75)	1,179.75	210,000.00	210,000.00	-
			1,211,603.40	-	-	447,624.48	7,688.46	1,666,916.34	1,666,916.34	(0.00)
4 M	4M Liquid Assets-101	Money Market	9.48	83,182.00	-	-	2.27	83,193.75	83,193.75	-
4 M	4M Plus Fund-101	Money Market	5,214,632.11	7,231,836.07	(550,000.00)	(5,934,078.37)	1,429.96	5,963,819.77	5,963,819.77	-
4 M	4M Plus Fund-103 Trust Investment	Money Market	212,117.77	-	-	-	72.36	212,190.13	212,190.13	-
			5,426,759.36	7,315,018.07	(550,000.00)	(5,934,078.37)	1,504.59	6,259,203.65	6,259,203.65	-
21st CENTURY BANK	Trust	Checking	317,365.68	355,427.47	(288,831.59)	517.70	1,048.79	385,528.05	385,528.05	-
21st CENTURY BANK	General/Checking	Checking	177,759.87	2,345,490.29	(7,963,305.40)	5,539,554.41	522.07	100,021.24	100,021.24	0.00
			495,125.55	2,700,917.76	(8,252,136.99)	5,540,072.11	1,570.86	485,549.29	485,549.29	0.00
			\$ 11,321,926.46	\$ 10,015,935.83	\$ (8,802,136.99)	\$ (463,835.55)	\$ 60,181.86	\$ 12,132,071.61	\$ 12,066,178.69	\$ (65,892.92)

**Investment Summary (continued)**  
**As of 12/31/2021 (unaudited)**

**Maturities**



Maturity	Unadjusted Market Value 12/31/2021	Market Value 12/31/2021	Variance 12/31/2021
Current	\$ 8,276,588.53	\$ 8,271,184.84	\$ (5,403.69)
< 1 year	1,799,500.20	1,780,715.85	(18,784.35)
1-2 years	500,597.70	493,591.62	(7,006.08)
2-3 years	250,993.05	242,198.88	(8,794.17)
3-4 years	497,990.04	488,353.74	(9,636.30)
5+ years	495,902.09	479,633.76	(16,268.33)
	<u>\$ 11,821,571.61</u>	<u>\$ 11,755,678.69</u>	<u>\$ (65,892.92)</u>

Weighted average Rate of return	0.62%	12/31/2021
Average Maturity (years)	0.26	12/31/2021

Investment Type	Market Value 12/31/2021
Money Market	\$ 7,785,635.55
Brokered CD	3,794,993.85
Savings	-
Government Securities	-
Municipal Securities	-
Checking	485,549.29
	<u>\$ 12,066,178.69</u>

<b>Operating Account</b>	
O/S Deposits	\$ 1,561.01
O/S Checks	(51,336.56)
	<u>\$ 12,016,403.14</u>

### Investment Summary (continued)

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.

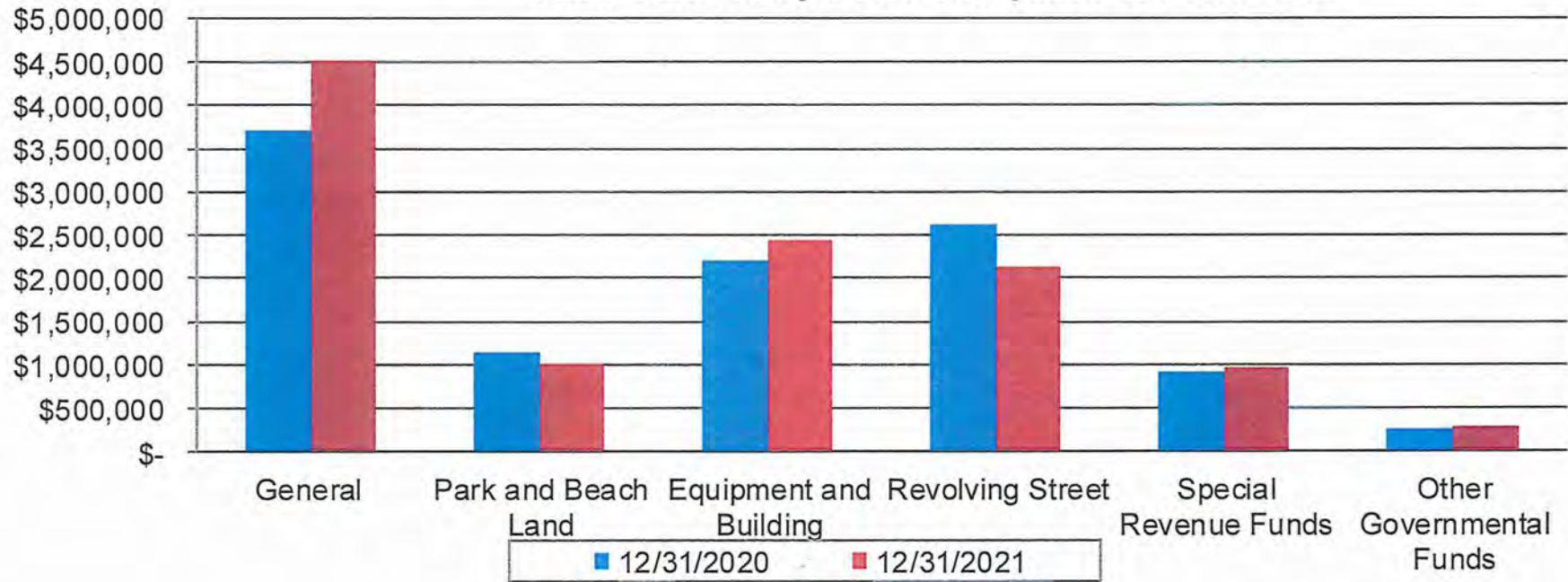
Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
12/31/2015	0.14	0.16	0.49	0.65	1.06	1.31	1.76	2.09	2.27
12/31/2016	0.44	0.51	0.62	0.85	1.20	1.47	1.93	2.25	2.45
03/31/2017	0.74	0.76	0.91	1.03	1.27	1.50	1.93	2.22	2.40
06/30/2017	0.84	1.03	1.14	1.24	1.38	1.55	1.89	2.14	2.31
09/30/2017	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
03/31/2021	0.01	0.03	0.05	0.07	0.16	0.35	0.92	1.40	1.74
06/30/2021	0.05	0.05	0.06	0.07	0.25	0.74	0.87	1.21	1.45
09/30/2021	0.07	0.04	0.05	0.09	0.28	0.53	0.98	1.32	1.52
12/31/2021	0.06	0.06	0.19	0.39	0.73	0.97	1.26	1.44	1.52

**Cash Balance Summary by Fund**  
**As of 12/31/2020 and 12/31/2021 (unaudited)**

		Balance 12/31/2020	Balance 12/31/2021	YTD Change From 12/31/2020
100	General Fund	\$ 3,699,874	\$ 4,501,270	\$ 801,395 (1)
210	Cable TV Fund	359,980	414,281	54,300 (2)
211	Ham Laker Fund	(41,710)	2,034	43,743
212	Lawful Gambling Contributions Fund	73,116	28,682	(44,434)
217	CARES Act Grant	-	4	4
230	Future Drainage Fund	108,512	122,770	14,258
231	Recycling Fund	53,782	45,575	(8,207)
232	Street Light Fund	164,548	167,675	3,127
250	Oakwilt Fund	11,409	11,344	(66)
261	Economic Development Fund	1,642	1,660	17
262	Ham Lake EDA Fund	167,396	155,021	(12,376)
263	Lodging Tax Fund	2,913	4,854	1,941
370	2010 Cip Bond Debt Service Fund	265,264	278,384	13,120
371	2016 Go Capital Note Debt Service Fund-Nmtc	26	26	-
410	General Govt Equipment Fund	62,026	61,952	(74)
411	Election Equipment Fund	1,809	2,612	804
412	Building Fund	269,370	245,066	(24,304)
420	Fire Department Equipment Fund	1,328,071	1,501,072	173,002 (3)
421	Emergency Operations Center Fund	35,990	35,848	(141)
422	Siren Replacement Fund	35,394	37,360	1,967
428	Building Inspection Equipment Fund	56,474	1,903	(54,571) (4)
430	Public Works Equipment Fund	381,197	460,687	79,490 (3)
431	Revolving Street Fund	2,629,088	2,117,126	(511,963) (5)
440	Park And Beach Land Fund	1,129,983	1,011,279	(118,704) (6)
441	Parks Equipment Fund	42,015	81,885	39,870
890	Trust	453,799	726,262.49	272,463 (7)
	Total	<u>\$ 11,291,969</u>	<u>\$ 12,016,631</u>	<u>\$ 724,662</u>
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)	Cash increased due to budgeted transfers from General Fund.			
(4)	Purchase of 2 - 2021 Ford F150 for Building Inspectors			
(5)	Contractor payments for Twin Birch and Lund's Lake street projects.			
(6)	Replaced Tennis Court Asphalt and purchased Hidden Forest Park Land			
(7)	Increased Trust activity.			

Cash Balance by Fund Compared to Prior Year (unaudited)

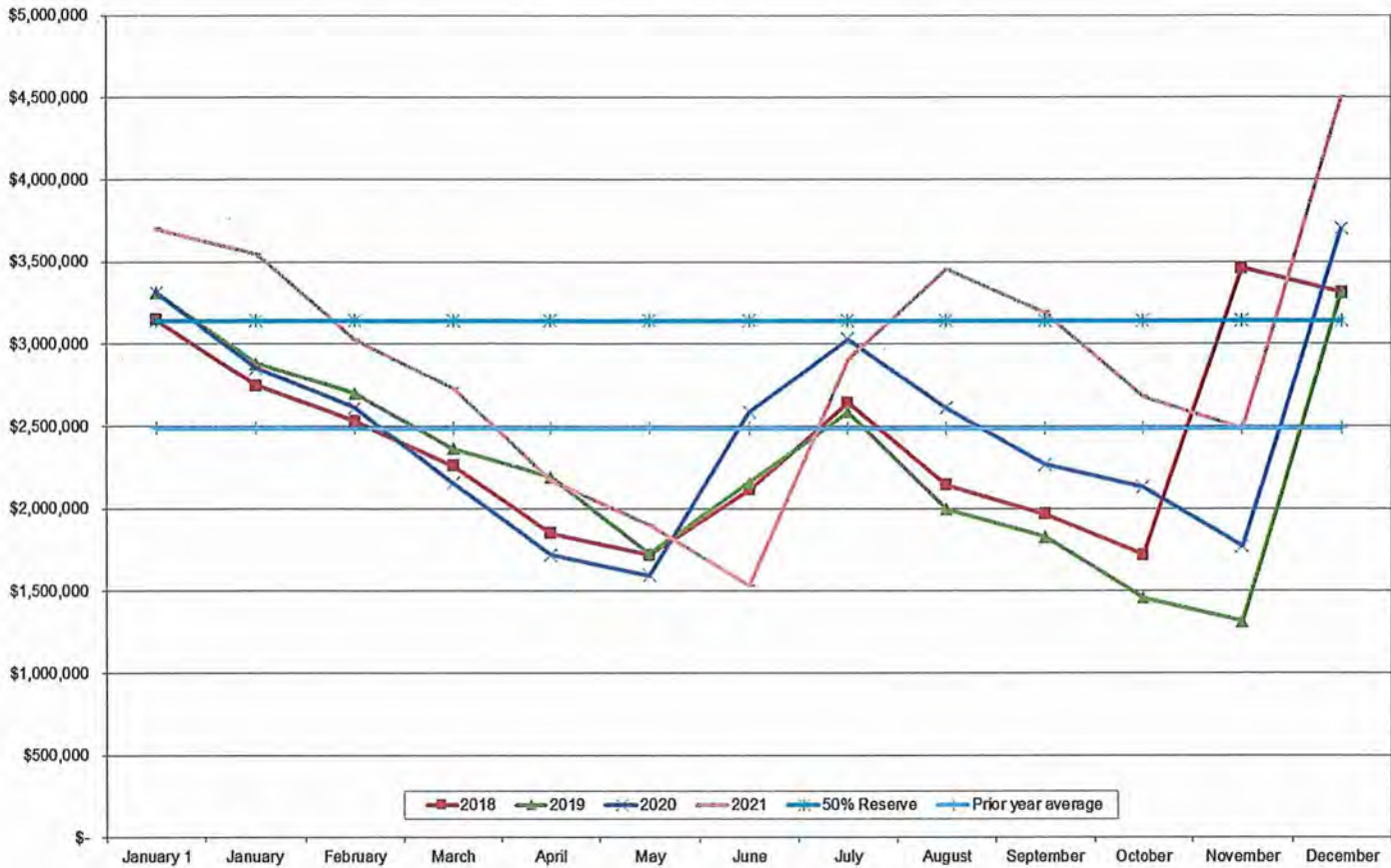
Cash Balance by Fund Compared to Prior Year





# General Fund Budget Cash Summary (unaudited)

## General Fund Cash Balances 2017 -2021



General Fund								
	YTD Budget	YTD Actual	Percent of YTD Budget			YTD Budget	YTD Actual	Percent of YTD Budget
<b>Receipts</b>					<b>Disbursements</b>			
Taxes	\$ 5,036,071	\$ 4,970,710	98.7 %	👉	Council	\$ 85,952	\$ 72,702	84.6 %
Special Assessments	-	-	-	👎	Administration/Clerk	280,718	264,708	94.3 %
Licenses and permits	448,250	592,228	132.1 %	👎	Finance	328,516	321,592	97.9 %
Intergovernmental	151,000	1,094,336	724.7 %	👎	Planning & Zoning	91,292	83,416	91.4 %
Charges for services	126,293	151,619	120.1 %	👎	General Government	129,855	105,788	81.5 %
Fines and forfeitures	30,000	25,323	84.4 %	👎	Information Technology	43,258	41,995	97.1 %
Interest on investments	10,000	(5,772)	(57.7) %	👎	Public Safety	1,849,918	1,827,456	98.8 %
Miscellaneous	26,205	45,302	172.9 %	👎	Building Department	302,645	363,383	120.1 %
Transfers in	1,200	1,200	100.0 %	👉	Public Works	1,012,344	993,668	98.2 %
	\$ 5,829,019	\$ 6,874,946	117.9 %	👎	Parks and recreation	291,182	218,791	75.1 %
					Senior Center	13,540	11,326	83.7 %
					Transfers Out	1,851,470	1,851,470	100.0 %
						\$ 6,280,690	\$ 6,156,295	98.0 %

Key	
👎	Varies more than 10% than budget positively
👉	Varies more than 10% than budget negatively
👎	Within 10% of budget

**General Fund Budget Summary**  
**As of 12/31/2021 (unaudited)**

	Annual Budget	Budget Thru 12/31/2021 100%	Actual Thru 12/31/2021	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 12/31/2021
<b>Revenues</b>					
Taxes	\$ 5,036,071	\$ 5,036,071	\$ 4,970,710	\$ (65,361) (1)	98.70 %
Special Assessments	-	-	-	-	N/A
Licenses and permits	448,250	448,250	592,228	143,978 (2)	132.12
Intergovernmental	151,000	151,000	1,094,336	943,336 (3)	724.73
Charges for services	126,293	126,293	151,619	25,325 (4)	120.05
Fines and forfeitures	30,000	30,000	25,323	(4,677)	84.41
Interest on investments	10,000	10,000	(5,772)	(15,772)	(57.72)
Miscellaneous	26,205	26,205	45,302	19,097	172.88
<b>Total Revenues</b>	<b>5,827,819</b>	<b>5,827,819</b>	<b>6,873,746</b>	<b>1,045,927</b>	
<b>Expenditures</b>					
Council	\$ 85,952	\$ 85,952	\$ 72,702	\$ 13,250	84.58 %
Administration/Clerk	280,718	280,718	264,708	16,010	94.30
Finance	328,516	328,516	321,592	6,924	97.89
Planning & Zoning	91,292	91,292	83,416	7,876	91.37
General Government	129,855	129,855	105,788	24,066	81.47
Information Technology	43,258	43,258	41,995	1,263	97.08
Public Safety	1,849,918	1,849,918	1,827,456	22,462	98.79
Building Department	302,645	302,645	363,383	(60,738) (5)	120.07
Public Works	1,012,344	1,012,344	993,668	18,676	98.16
Parks and recreation	291,182	291,182	218,791	72,391 (6)	75.14
Senior Center	13,540	13,540	11,326	2,214	84
<b>Total Expenditures</b>	<b>4,429,220</b>	<b>4,429,220</b>	<b>4,304,825</b>	<b>124,395</b>	<b>97.19</b>
<b>Excess Revenues (Expenditures)</b>	<b>1,398,599</b>	<b>1,398,599</b>	<b>2,568,921</b>	<b>1,170,322</b>	
<b>Other Financing Sources (Uses)</b>					
Transfers In	1,200	1,200	1,200	-	100.00
Transfers out	(1,851,470)	(1,851,470)	(1,851,470)	- (7)	100.00
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,850,270)</b>	<b>(1,850,270)</b>	<b>(1,850,270)</b>	<b>-</b>	
<b>Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses</b>	<b>\$ (451,671)</b>	<b>\$ (451,671)</b>	<b>\$ 718,651</b>	<b>\$ 1,170,322</b>	

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

- (1) Tax Settlements are received in June, December, and January
- (2) Building and other construction permits have summer season activity and are coming in higher than anticipated.
- (3) The first half of the ARPA payment as well as its additional funds were placed in the General Fund.
- (4) Tower 3 and Tower 4 have lease payments come in a month before they are due, which is 2022 revenue (\$6,550), Tower 4 also had another device placed on it (\$13,169), there were more assessment searches due to busy housing market (\$2670), more park rentals than expected (\$1,225) and more staff review fees and sign fees due to more planning activities (\$1876).
- (5) New Building Inspector position was not budgeted for in 2021.
- (6) Parks payroll accounts are coming in under budget and there has been no capital assets purchased from the General Fund.

A detailed report of revenues and expenditures can be provided upon request.

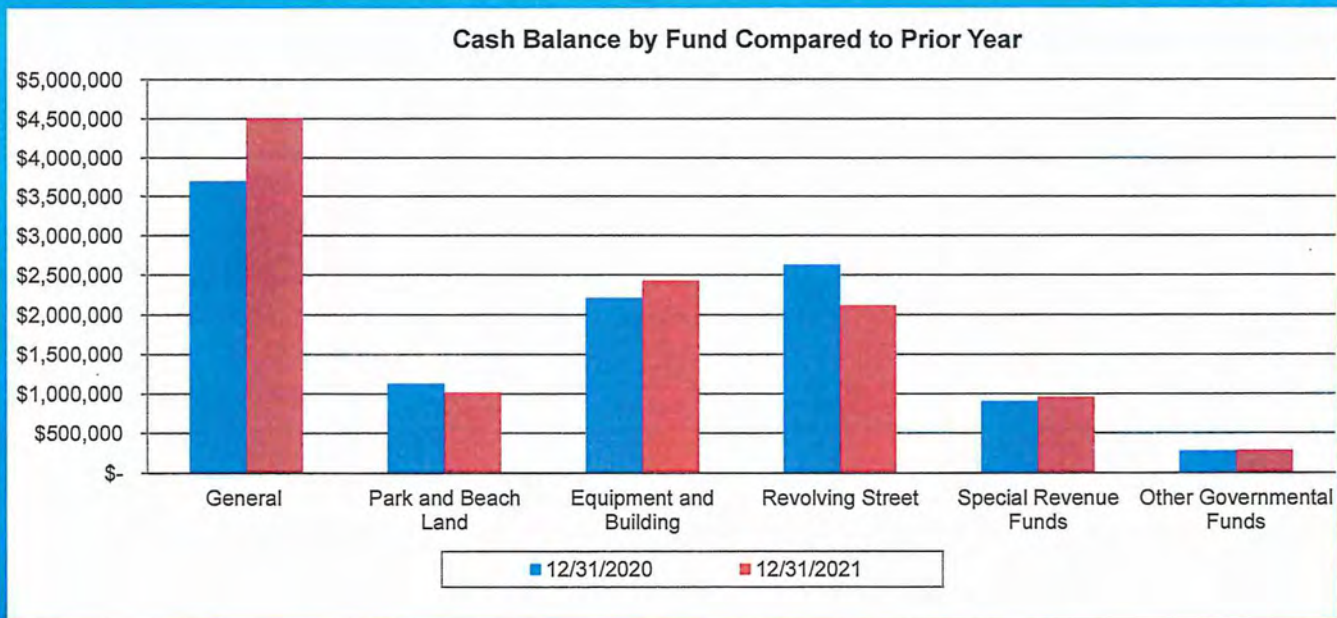


# CITY OF HAM LAKE 4TH QUARTER REPORT

Presented by Finance Director, Andrea Murff

# OVERALL CASH POSITION

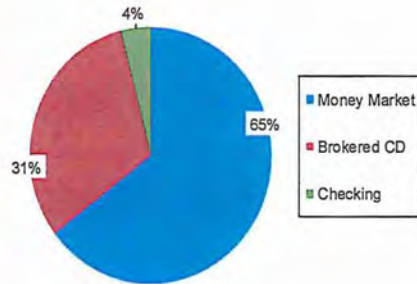
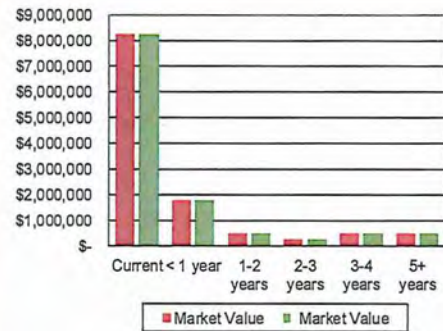
		Balance	Balance	YTD Change
		12/31/2020	12/31/2021	From 12/31/2020
100	General Fund	\$ 3,699,874	\$ 4,501,270	\$ 801,395
210	Cable TV Fund	359,980	414,281	54,300
211	Ham Laker Fund	(41,710)	2,034	43,743
212	Lawful Gambling Contributions Fund	73,116	28,682	(44,434)
217	CARES Act Grant	-	4	4
230	Future Drainage Fund	108,512	122,770	14,258
231	Recycling Fund	53,782	45,575	(8,207)
232	Street Light Fund	164,548	167,675	3,127
250	Oakwilt Fund	11,409	11,344	(66)
261	Economic Development Fund	1,642	1,660	17
262	Ham Lake EDA Fund	167,396	155,021	(12,376)
263	Lodging Tax Fund	2,913	4,854	1,941
370	2010 Cip Bond Debt Service Fund	265,264	278,384	13,120
371	2016 Go Capital Note Debt Service Fund-Nmtc	26	26	-
410	General Govt Equipment Fund	62,026	61,952	(74)
411	Election Equipment Fund	1,809	2,612	804
412	Building Fund	269,370	245,066	(24,304)
420	Fire Department Equipment Fund	1,328,071	1,501,072	173,002
421	Emergency Operations Center Fund	35,990	35,848	(141)
422	Siren Replacement Fund	35,394	37,360	1,967
428	Building Inspection Equipment Fund	56,474	1,903	(54,571)
430	Public Works Equipment Fund	381,197	460,687	79,490
431	Revolving Street Fund	2,629,088	2,117,126	(511,963)
440	Park And Beach Land Fund	1,129,983	1,011,279	(118,704)
441	Parks Equipment Fund	42,015	81,885	39,870
890	Trust	453,799	726,262.49	272,463
	Total	\$ 11,291,969	\$ 12,016,631	\$ 724,662



# GRAPH OF OVERALL CASH POSITION BY FUND TYPE

# INVESTMENT SUMMARY

**Maturities**



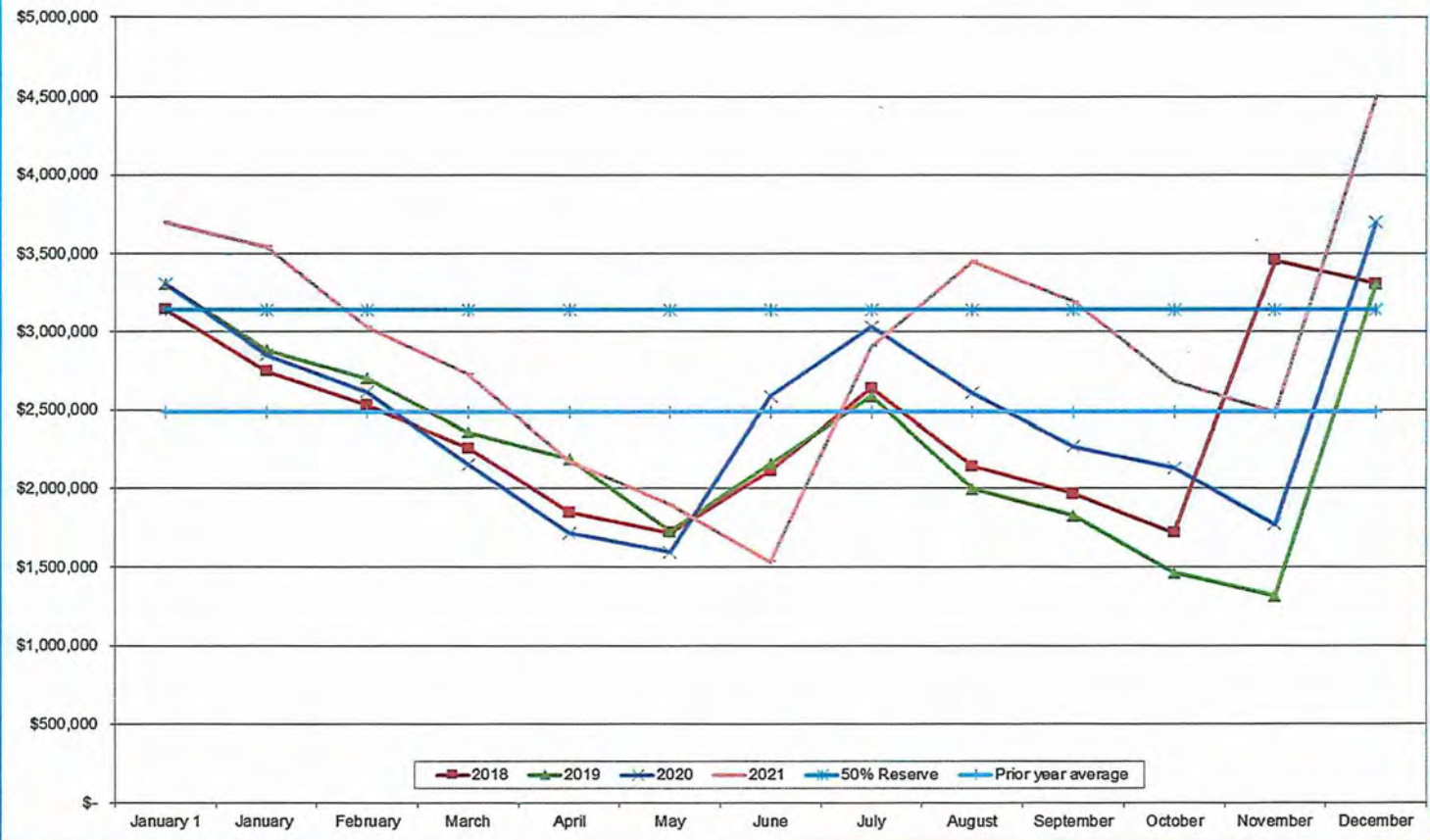
Maturity	Unadjusted Market Value 12/31/2021	Market Value 12/31/2021	Variance 12/31/2021
Current	\$ 8,276,588.53	\$ 8,271,184.84	\$ (5,403.69)
< 1 year	1,799,500.20	1,780,715.85	(18,784.35)
1-2 years	500,597.70	493,591.62	(7,006.08)
2-3 years	250,993.05	242,198.88	(8,794.17)
3-4 years	497,990.04	488,353.74	(9,636.30)
5+ years	495,902.09	479,633.76	(16,268.33)
	<u>\$ 11,821,571.61</u>	<u>\$ 11,755,678.69</u>	<u>\$ (65,892.92)</u>

Weighted average Rate of return	0.62%	12/31/2021
Average Maturity (years)	0.26	12/31/2021

Investment Type	Market Value 12/31/2021
Money Market	\$ 7,785,635.55
Brokered CD	3,794,993.85
Savings	-
Government Securities	-
Municipal Securities	-
Checking	485,549.29
	<u>\$ 12,066,178.69</u>

<b>Operating Account</b>	
O/S Deposits	\$ 1,561.01
O/S Checks	<u>(51,336.56)</u>
Reconciled Balance	<u>\$ 12,016,403.14</u>

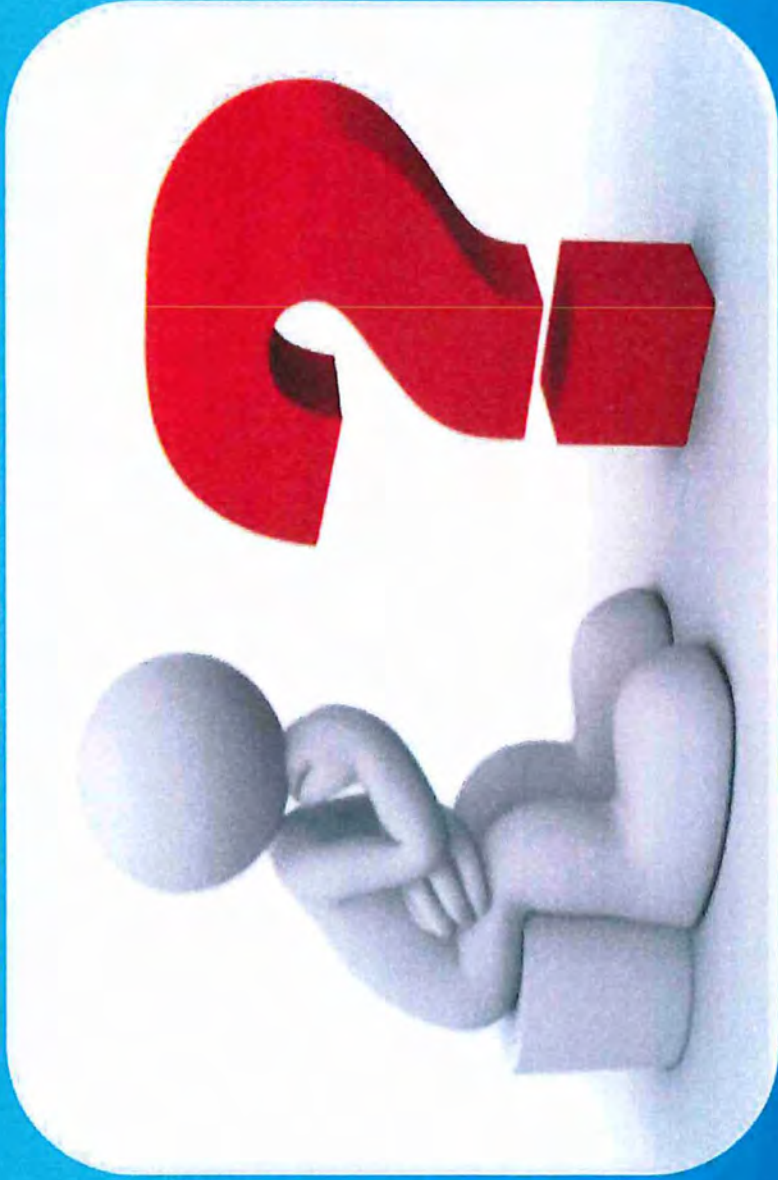
General Fund Cash Balances 2017 -2021





# GENERAL FUND BUDGET TO ACTUAL

	Annual Budget	Budget Thru 12/31/2021 100%	Actual Thru 12/31/2021	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 12/31/2021
<b>Revenues</b>					
Taxes	\$ 5,036,071	\$ 5,036,071	\$ 4,970,710	\$ (65,361) (1)	98.70 %
Special Assessments	-	-	-	-	N/A
Licenses and permits	448,250	448,250	592,228	143,978 (2)	132.12
Intergovernmental	151,000	151,000	1,094,336	943,336 (3)	724.73
Charges for services	126,293	126,293	151,619	25,325 (4)	120.05
Fines and forfeitures	30,000	30,000	25,323	(4,677)	84.41
Interest on investments	10,000	10,000	(5,772)	(15,772)	(57.72)
Miscellaneous	26,205	26,205	45,302	19,097	172.88
<b>Total Revenues</b>	<b>5,827,819</b>	<b>5,827,819</b>	<b>6,873,746</b>	<b>1,045,927</b>	
<b>Expenditures</b>					
Council	\$ 85,952	\$ 85,952	\$ 72,702	\$ 13,250	84.58 %
Administration/Clerk	280,718	280,718	264,708	16,010	94.30
Finance	328,516	328,516	321,592	6,924	97.89
Planning & Zoning	91,292	91,292	83,416	7,876	91.37
General Government	129,855	129,855	105,788	24,066	81.47
Information Technology	43,258	43,258	41,995	1,263	97.08
Public Safety	1,849,918	1,849,918	1,827,456	22,462	98.79
Building Department	302,645	302,645	363,383	(60,738) (5)	120.07
Public Works	1,012,344	1,012,344	993,668	18,676	98.16
Parks and recreation	291,182	291,182	218,791	72,391 (6)	75.14
Senior Center	13,540	13,540	11,326	2,214	84
<b>Total Expenditures</b>	<b>4,429,220</b>	<b>4,429,220</b>	<b>4,304,825</b>	<b>124,395</b>	<b>97.19</b>
<b>Excess Revenues (Expenditures)</b>	<b>1,398,599</b>	<b>1,398,599</b>	<b>2,568,921</b>	<b>1,170,322</b>	
<b>Other Financing Sources (Uses)</b>					
Transfers in	1,200	1,200	1,200	-	100.00
Transfers out	(1,851,470)	(1,851,470)	(1,851,470)	- (7)	100.00
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,850,270)</b>	<b>(1,850,270)</b>	<b>(1,850,270)</b>	<b>-</b>	
<b>Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses</b>	<b>\$ (451,671)</b>	<b>\$ (451,671)</b>	<b>\$ 718,651</b>	<b>\$ 1,170,322</b>	



QUESTIONS?

RELEVANT LINKS:

Section IX, *Animal health and safety laws.*

*City of Edina v. Dreher*, 454 N.W.2d 621 (Minn. Ct. App. 1990).

Minn. Stat. § 157.175, subds. 1, 2.

Minn. Stat. § 157.175, subd. 3.

Minn. Stat. § 157.175, subd. 4(a).

If the Department of Health requests a rabies test, the animal must be euthanized and tested for rabies.

## V. Regulation of dogs

Dogs are regulated both at the state and local level. In addition to the general laws and considerations discussed earlier in this memo, there are some special provisions for dogs.



### A. Barking dogs

A barking-dog ordinance must give guidance to the pet owners, neighbors, and enforcement officers as to what would be considered allowable or prohibited barking, whining, or other noisy conduct. One way to accomplish this is to include objective criteria, such as designating barking, howling, etc. for more than a pre-determined number of minutes to be a violation. It is best to avoid vague language like prohibiting animals that disturb the peace and quiet of any persons in the vicinity because such vague language can lead to inconsistent or arbitrary enforcement.

### B. Dogs at outdoor restaurants

A city may adopt an ordinance permitting restaurants to allow dogs to accompany persons using the designated outdoor areas of food and beverage service establishments, such as restaurants, cafes, etc. The ordinance must prohibit dangerous and potentially dangerous dogs from accompanying persons to these establishments.

The ordinance cannot prohibit an establishment from banning dogs. If a person is accompanied by a dog at an establishment, and knows that the establishment has posted a sign banning dogs or is otherwise informed that dogs are not permitted, the person may be ordered to leave.

The ordinance must require participating establishments to apply for and receive a permit from the city before allowing dogs on the premises. The city must require the applicant to provide information that the city deems reasonably necessary. This information must include, at a minimum, the following:

- The name, location, and mailing address of the establishment.
- The name, mailing address, and telephone contact information of the permit applicant.
- A description of the designated outdoor areas in which the permit applicant intends to allow dogs.
- A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor areas.

*Ham Lake*

**ARTICLE 5 - ANIMAL CONTROL**

**5-100 Dogs**

The following provisions shall govern the keeping and maintaining of dogs:

**5-110 Reserved**

**5-120 Running at Large Prohibited**

No dog shall be permitted to run at large within the City. The police officers and Animal Control Officer of the City or anyone else designated by the City Council to do so shall take up and impound any dog so running at large in violation of this provision, and such dog shall thereafter be handled in the same manner as provided herein for other impounded dogs. The restriction imposed by this Article shall not prohibit the appearance of any dog upon the streets, roads, or public property, or on property owned, leased or where permission is granted for such presence by the owner of such dog and such dog is on a leash and accompanied by, and under the immediate control of a competent person or is, if not so leashed, under the immediate control of a competent person charged with its care.

**5-130 Barking Dogs**

No Person shall own, harbor, keep, or have in their possession or on their premises any dog which barks, cries, howls excessively, continuously or in an untimely manner, The phrase "barks, cries, or howls excessively, continuously or in an untimely manner" includes, but is not limited to, the creation of any noise by any dog which can be heard by any person, including a law enforcement officer or animal control officer, from a location outside of the building or premises where the dog is being kept, and which noise occurs repeatedly over at least a five minute period of time, with a thirty second or less lapse of time between each animal noise during the five minute period.

**5-140 Reserved**

**5-150 Multiple Dog License**

A Multiple Dog License shall be required at a residence which five or more dogs are kept as pets, bred for show, hunting, field trials or pleasure. The licensing requirement herein shall only apply for dogs six months of age or older.

**5-151 License Required** A license shall be required for any residence with five or more dogs as outlined above. All licenses shall be for a period of one year from the date of issuance.

**5-152 Procedure for Issuance** No Multiple Dog License shall be issued until after a public hearing is held before the Planning Commission. Written notices of the public hearing shall be mailed to all residences within 750 feet of the outside perimeter of any location where dogs will be kept outside. Published notice of the public hearing shall also occur. Publication and mailing of notices shall occur not less than 10 days prior to the public hearing.

## 6-126 - Dogs Disturbing the Peace.

It is unlawful for any person to own, keep, have in possession, or harbor any dog which howls, yelps, or barks in such a way that unreasonably disturbs the peace and quiet of another person or persons. If the officer deems it necessary to stop the disturbance, the dog may be seized and taken to the designated animal shelter. Any dog placed in the animal shelter may be reclaimed by the owner in accordance with the provisions of Section 6-111, and if not reclaimed may be disposed of in the manner provided in Section 6-112. A violation of this Section is a petty misdemeanor. A violation of this Section after one or more convictions of similar offenses within the preceding 12 calendar months is a misdemeanor. This section shall not apply to dogs responding to trespassers or dogs provoked to bark.

known to the person who first takes such dog into custody, he or she shall inform the Police Department of the name of the owner, and the address if known.

- K. Immobilization of Dogs. For the purpose of enforcement of this Section any peace officer, or person whose duty is animal control, may use a so-called tranquilizer gun or other instrument for the purpose of immobilizing and catching a dog.
- L. Disturbing the Peace/Other Unlawful Acts. It is unlawful for the owner of any dog to: (Ord 17, SS, 5-3-1993)
1. Fail to have the license tag issued by the City firmly attached to a collar worn at all times by the licensed dog; or,
  2. Own a dangerous dog, or
  3. Interfere with any police officer, or other City employee, in the performance of their duty to enforce this Section; or
  4. Own, keep, have in possession, or harbor any dog which howls, yelps, or barks to the reasonable annoyance of another person or persons. Any person violating this subdivision, who upon first requested by a police officer or the animal control officer to stop or prevent the annoyance, and refuses to comply with the request will be issued a citation or arrested in accordance with Minnesota Rules of Criminal Procedure, and, if the officer deems it necessary to stop the annoyance, may have the dog taken to the City Dog Pound. Any dog placed in the dog pound may be reclaimed by the owner upon payment of the fee prescribed, and if not reclaimed may be disposed of in the manner provided in this Section. (Ord 17, SS, 5-3-1993)
- M. Rabies Control – Generally.
1. Every Animal which bites a person shall be promptly reported to the Chief of Police and shall thereupon be securely quarantined at the direction of the Chief of Police for a period of fourteen (14) days, and shall not be released from such quarantine except by written permission of the City. In the discretion of the Chief of Police, such quarantine may be on the premises of the owner or at the veterinary hospital of their choice. If the animal is quarantined on the premises of the owner, the City shall have access to the animal at any reasonable time of study and observation of rabies symptoms. In the case of the stray animal or in the case of an animal whose ownership is not known, such quarantine shall be at the animal pound, or at the discretion of the Chief of Police the animal may be confined in a veterinary hospital designated by him. The owner of the



## Sec. 4-31. - Certain dogs declared nuisances.

It shall be the obligation and responsibility of the owner or custodian of any dog in the city, whether permanently or temporarily therein, to prevent such animal from committing any act which constitutes a nuisance. Failure on the part of the owner or custodian to prevent his animal from committing an act of nuisance shall be subject to the penalty hereinafter provided. The following dogs are hereby declared to be nuisances:



- (1) Any dog that barks, bays, cries, howls or makes any other noise continuously for a period of ten minutes, or that barks intermittently for one-half hour or more, and in so doing disturbs other persons. Evidence of such disturbance must be provided from 50 percent of the adult residents living within 300 feet of the property line of the residence of the animals complained about, or from two adult persons from different households living within 500 feet of the property line of the residence of the animals complained about.
- (2) Any dog running at large.

(Prior Code, ch. 605, subd. 4)

(Ord. No. 101b, § 8, 3-6-2002; Ord. No. 101D, § 8, 5-16-2007)



**Sec. 10-24. - Disturbing the peace.**

It shall be unlawful for any person to own, keep, have in possession, or harbor any animal which frequently and habitually howls, yelps, barks or otherwise causes serious annoyance or disturbance to persons or to the neighborhood; provided, however, that the provisions of this article shall not apply to duly authorized hospitals or clinics established and operating for the treatment of small animals. No person shall be prosecuted under the provisions of this article except under the evidence from 50 percent of the adult residents living within 300 feet of the property line of the residence of the animal complained about; or, from two adult persons from different households living within 500 feet of the property line of the residence of the animal complained about; or from two adult persons from the same household living within 100 feet of the property line of the residence of the animal complained about, whichever is less.

(Ord. No. 101b, § 9, 3-6-2002; Ord. No. 101D, § 9, 5-16-2007; Ord. No. 12, Second Series, 8-5-2009)

**Sec. 10-25. - Destruction.**

- (a) A court of proper jurisdiction may issue a summons directed to the owner or custodian of a dog commanding him to appear before the court to show cause why the dog should not be seized and destroyed by the police or any agent of the city, or otherwise disposed of in the manner authorized in this article upon sworn complaint being made to the court that any one of the following facts exist:
  - (1) The dog has habitually destroyed property or trespasses in a damaging manner on property of persons other than the owner.
  - (2) The dog has attacked or bitten a person outside the owner's or custodian's premises.
  - (3) The dog is vicious or shows vicious habits or molests pedestrians or interferes with vehicles on the public rights-of-way or highways.
  - (4) The dog is a nuisance as defined by Minnesota Statutes.
  - (5) The dog is running at large in violation of this article.
- (b) The summons shall be returnable not less than two or more than six days from the date of service thereof and shall be served at least two days before the time of the appearance mentioned therein. Upon hearing and finding the facts true as complained of, the court may either order the dog destroyed or order the owner or custodian to remove it from the city, or may order the owner or custodian to keep it confined to a designated place. If the owner or custodian violates such order any police or agent of the city may impound or destroy any dog described in such order.
- (c) Costs of the proceedings authorized by this section shall be assessed against the owner or custodian of the dog if the facts in the complaint are found to be true, or to the complainant if the facts are found to be untrue.

(Ord. No. 101b, § 11, 3-6-2002; Ord. No. 101D, § 11, 5-16-2007)



C. Has been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

**DOG ENCLOSURE:** An enclosure (of sufficient size) constructed for shutting in or enclosing dogs. The enclosure shall be surrounded and covered with fencing material of at least six feet (6') in height and of sufficient gauge to ensure the dog's confinement. A cement pad of four inches (4") in thickness shall be present that covers the inside and perimeter of the enclosure.



**FREQUENT BARKING:** Barking intermittently for 30 minutes or more.

**HABITUAL BARKING:** Barking for repeated intervals of at least five minutes with less than one minute of interruption.

**KENNEL;  
COMMERCIAL<sup>1</sup>:** Any place where a person accepts dogs from the general public and where such animals are kept for the purpose of selling, boarding, breeding, training, or grooming, except for a veterinary clinic. There shall be a fenced yard or dog enclosures present to prevent the running at large or escape of dogs confined therein <sup>2</sup>.

**KENNEL; PRIVATE <sup>3</sup> :** A place where more than three (3) dogs over six (6) months of age are kept for private enjoyment and not for monetary gain, provided such animals are owned by the owner or the lessee of the premises on which they are kept. There shall be a fenced yard or dog enclosures present to prevent the running at large or escape of dogs confined therein<sup>4</sup>.

**NUISANCE:** It shall be considered a nuisance for any animal:

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<sup>1</sup> See also section 12-2-2 of this code, definition of "dog kennel, commercial".

<sup>2</sup> See title 12, chapter 7 of this code for fence requirements and restrictions.

<sup>3</sup> See also section 12-2-2 of this code, definition of "dog kennel, private"

<sup>4</sup> See title 12, chapter 7 of this code for fence requirements and restrictions.