

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 MONDAY, MARCH 7, 2022

- 1.0 CALL TO ORDER - 6:00 P.M. – Pledge of Allegiance**
- 2.0 PUBLIC COMMENT**
- 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 February 22, 2022
- 4.2 Approval of claims
- 4.3 Approval of a request from Gary Braastad for a Lot Line Adjustment in Section 18
- 4.4 Approval of advertising for the hiring of a Public Works Mechanic/Operator position
- 4.5 Approval of the Public Works Breakroom remodel using Building Capital Funds
- 4.6 Approval of the First Reading of an Ordinance amending Article 5-130 – Barking Dogs
- 4.7 Approval of a Resolution accepting the low bid for the 2022 Tree Removal Project

5.0 PLANNING COMMISSION RECOMMENDATIONS

- 5.1 Gerald Mager requesting Sketch Plan approval for Magers Meadows (3 single family residential lots) located in Section 29

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES – None

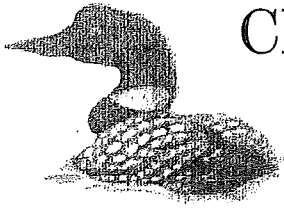
8.0 CITY ATTORNEY

9.0 CITY ENGINEER

10.0 CITY ADMINISTRATOR – None

11.0 COUNCIL BUSINESS

- 11.1 Committee Reports
- 11.2 Discussion of the American Rescue Plan Act (ARPA) Funds and approval of Baker Tilly Engagement Letter to administer the Grant Program
- 11.3 Discussion of the Sunrise River and Upper Rum River Watershed Management Organizations
- 11.4 Announcements and future agenda items



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CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES TUESDAY, FEBRUARY 22, 2022

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Tuesday, February 22, 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 Gary Kirkeide and Jesse Wilken

MEMBERS ABSENT: Mayor Mike Van Kirk and Councilmember Jim Doyle

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 – None

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS

3.1 Commander Paul Lenzmeier and Lt. John Wilson – Anoka County Sheriff's Department - Introduction of Deputies assigned to the City of Ham Lake for 2022 and monthly report

Commander Paul Lenzmeier was presented and stated that he was the head of the Patrol Division. Lt. Wilson introduced the deputies who will be serving the City of Ham Lake in 2022 as well as their rotation and shift assignment as follows:

- *Rotation 1*
 - Justin Nelson – Day Shift
 - Nathan Arcand – Power Shift
 - Grant Olson – Night Shift
- *Rotation 2*
 - Cory Bowker – Day Shift
 - Tanner Shipman – Power Shift (not present)
 - Mitchell Anderson – Night Shift (not present)

Lt. Wilson introduced the City's Patrol Investigator Rob Young and stated he will be part-time and then will change to a full-time investigator starting in July.

Lt. Wilson gave the summary of the Sheriff's Report for the month of January 2022.

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 in the amount of \$207,098.70
- 4.3 Approval of Ordinance No. 22-01 regarding Catalytic Converters
- 4.4 Approval of Resolution No. 22-05 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 155th 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 181st Avenue NE Street Reconstruction Project

Motion by Kirkeide, seconded by Wilken, to approve the February 22, 2022 Consent Agenda removing Item 4.8. All present in favor, motion carried.

Motion by Kirkeide, seconded by Kirkham, to approve Item 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. Acting Mayor Kirkham and Councilmember Kirkeide voted yes. Councilmember Wilken abstained. Motion carried.

5.0 PLANNING COMMISSION RECOMMENDATIONS – None

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES

7.1 Andrea Murff, Finance Director, 4th Quarter Financial Report

Finance Director Murff, gave the 4th Quarter Financial Report stating this was unaudited and subject to change due to audit entries. Finance Director Murff reported on the Overall Cash Position by Fund Type, Cash Balances by Fund Compared to Prior Year, General Fund Cash Balances, and General Fund Budget and Actual. Finance Director Murff stated that the City's General Fund is looking better than expected mainly due to the receiving the ARAP (American Rescue Plan Act) Funds. Finance Director Murff stated that this might change once the audit is completed because it will be considered deferred revenue and the City Council has not approved any expenditures from it.

8.0 CITY ATTORNEY

8.1 Discussion of amending Article 5-130 - Barking Dogs

Attorney Murphy stated that he compared the League of Minnesota Cities and surrounding City's ordinances regarding barking dogs. There was discussion on how long a deputy should be present to witness the dog barking and if there was a complaint by two residents would that be enough to issue a citation. Attorney Murphy stated there was an issue with having the two complaint minimum and the Deputies should be able to observe and use objectivity when issuing a citation. Acting Mayor Kirkham asked if this was a broad issue for the City and Administrator Webster stated that there are complaints regarding barking dogs. Administrator Webster stated that when a barking complaint is received, a letter is sent to the owner and that the owner will generally comply with not allow the dog(s) to continue barking. Councilmember

Wilken stated he would like to see the ordinance be objective and not to waste Deputy's time. There was discussion of changing the ordinance to "3 minutes of continuous barking or any barking witnessed by a Deputy for fifty percent of the time during a 10-minute period". **It was the consensus of the City Council to direct Attorney Murphy to prepared an Ordinance stating that "3 minutes of continuous barking or any barking witnessed by a Deputy for fifty percent of the time during a 10-minute period" is in violation of the Ordinance.**

9.0 CITY ENGINEER – None

10.0 CITY ADMINISTRATOR – None

11.0 COUNCIL BUSINESS

11.1 Committee Reports – None

11.2 Announcements and future agenda items – None

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

Andrea Murff, Finance Director

CITY OF HAM LAKE
CLAIMS SUBMITTED TO COUNCIL
March 7, 2022

CITY OF HAM LAKE

EFTS, CHECKS, AND BANK DRAFTS		02/25/22 - 03/09/22
EFT	# 1621 -1626	\$ 3,647.20
REFUND CKECK	# 63797	\$ 7,500.00
CHECKS	# 63764 - 63796	\$ 173,890.90
BANK DRAFTS	DFT0002330 - DFT0002338	\$ 26,886.27
TOTAL EFTS, CHECKS, AND BANK DRAFTS		<u>\$ 211,924.37</u>
 PAYROLL CHECKS		
02/17/22	CK#63764	\$ 2,485.49
02/25/22		\$ 43,464.37
TOTAL PAYROLL CHECKS		<u>\$ 45,949.86</u>
 TOTAL OF ALL PAYMENTS		<u><u>\$ 257,874.23</u></u>
 VOID CHECKS		
CHECKS	# 63739, 63774, 63793	\$ 11,000.00
EFT	# 1619 & 1920	\$ -
BANK DRAFTS		\$ -

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 7TH DAY OF MARCH 2022

MAYOR

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

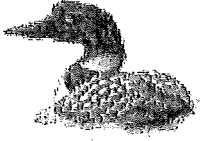
COUNCILMEMBER



Payment Nun	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1621	OPTUM BANK - 6011	Health Savings Account-6011	Flexibile spending	100-21705	54.17
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	PW UNIFORMS	Clothing & personal protective equipment	100-43101-2210	86.67
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	PARK UNIFORMS	Clothing & personal protective equipment	100-44101-2210	24.15
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	PW UNIFORMS	Clothing & personal protective equipment	100-43101-2210	108.75
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	FIRST AID CABINET	Safety supplies	100-43101-2240	34.23
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	PARK UNIFORMS	Clothing & personal protective equipment	100-44101-2210	24.15
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	PW UNIFORMS	Clothing & personal protective equipment	100-43101-2210	86.67
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1622	ARAMARK UNIFORM & CAREER APPAREL GROUP INC	PARK UNIFORMS	Clothing & personal protective equipment	100-44101-2210	24.15
1623	CMT JANITORIAL SERVICES	SHERIFF'S OFFICE CLEANING	Cleaning service	100-41702-3430	130.00
1623	CMT JANITORIAL SERVICES	CITY HALL CLEANING	Cleaning service	100-41702-3430	520.00
1623	CMT JANITORIAL SERVICES	FIRE #2 CLEANING	Cleaning service	100-42202-3430	128.00
1623	CMT JANITORIAL SERVICES	FIRE #1 CLEANING	Cleaning service	100-42202-3430	136.00
1623	CMT JANITORIAL SERVICES	PW CLEANING	Cleaning service	100-43104-3430	125.00
1623	CMT JANITORIAL SERVICES	SR CENTER CLEANING	Cleaning service	100-44202-3430	254.00
1624	DELTA DENTAL PLAN OF MINNESOTA	DK COBRA	COBRA receivable	100-11502	42.00
1624	DELTA DENTAL PLAN OF MINNESOTA	DENTAL	Flexibile spending	100-21705	999.90
1625	STAR TRIBUNE MEDIA COMPANYY LLC	Catalytic Converter Ordinance	Legal notices/publications/bids	100-41102-3950	86.40
1625	STAR TRIBUNE MEDIA COMPANYY LLC	Polk Street Tree Removal Bid Notice	Legal notices/publications/bids	431-43301-3950	30.24
1625	STAR TRIBUNE MEDIA COMPANYY LLC	Tippecanoe Tree Removal Bid Notice	Legal notices/publications/bids	431-43301-3950	30.24
1625	STAR TRIBUNE MEDIA COMPANYY LLC	Meadow Park Tree Removal Bid Notice	Legal notices/publications/bids	431-43301-3950	30.24
1625	STAR TRIBUNE MEDIA COMPANYY LLC	Creek Valleyt Tree Removal Bid Notice	Legal notices/publications/bids	431-43301-3950	30.24
1626	WICK COMMUNICATIONS-LEADER	April HAM LAKER	Printing	211-41704-3970	638.00
63765	US POSTMASTER	REPLACEMENT CHECK POSTAGE 6629 x .168	Postage	211-41704-2120	1,113.67
63766	DENNIS KING	181ST, CONCORD - 65 EASEMENT (1018-181ST)	ROW Acquisition	431-43301-5130	11,100.00
63767	ACE SOLID WASTE INC	March Ham Lake Organics	Waste management & recycling	231-43601-3630	322.91
63768	ANOKA COUNTY	SEPTIC LOAN PAYMENT - WOODARD	Septic loan payable (HRA)	100-20801	5,187.85
63769	ANOKA COUNTY SURVEYOR	MAP COVERS	Office supplies	100-41601-2110	12.00
63770	ANOKA COUNTY TREASURY DEPARTMENT	MARCH BROADBAND FIRE #2	Internet & website	100-41301-3220	75.00
63771	ANOKA COUNTY TREASURY DEPARTMENT	MARCH BROADBAND	Internet & website	100-41301-3220	37.50
63772	CENTRAL WOOD PRODUCTS INC	Tree Waste	Operating supplies	100-43101-2290	187.50
63772	COMFORT PEST CONTROL OF MN	SR CTR INSECT CONTROL	Building repair & maintenance services	100-44202-3420	60.00
63773	CONNEXUS ENERGY	CITY HALL	Electricity	100-41702-3610	889.60
63773	CONNEXUS ENERGY	GARAGE	Electricity	100-41702-3610	32.82
63773	CONNEXUS ENERGY	CITY SIGN	Electricity	100-41703-3610	101.59
63773	CONNEXUS ENERGY	SOUTH WELCOME	Electricity	100-41703-3610	14.88
63773	CONNEXUS ENERGY	FIRE #2	Electricity	100-42202-3610	315.03
63773	CONNEXUS ENERGY	FIRE #1	Electricity	100-42202-3610	414.69
63773	CONNEXUS ENERGY	SIRENS	Electricity	100-42302-3610	65.00
63773	CONNEXUS ENERGY	PW	Electricity	100-43104-3610	1,036.45
63773	CONNEXUS ENERGY	STREET LIGHTS #1	Electricity	100-43401-3610	24.03
63773	CONNEXUS ENERGY	BUNKER/LEXINGTON SIGNALS	Electricity	100-43401-3610	63.58
63773	CONNEXUS ENERGY	HWY 65/CONSTANCE SIGNALS	Electricity	100-43401-3610	119.36
63773	CONNEXUS ENERGY	17100 LEXINGTON AVE NE	Electricity	100-43401-3610	53.86
63773	CONNEXUS ENERGY	STREET LIGHTS #2	Electricity	100-43401-3610	262.90
63773	CONNEXUS ENERGY	BUNKER/JEFFERSON SIGNALS	Electricity	100-43401-3610	70.43
63773	CONNEXUS ENERGY	CROSTOWN/HWY 65 SIGNALS	Electricity	100-43401-3610	73.24
63773	CONNEXUS ENERGY	HWY 65/BUNKER SIGNALS	Electricity	100-43401-3610	81.40
63773	CONNEXUS ENERGY	HWY 65/ANDOVER BLVD SIGNALS	Electricity	100-43401-3610	74.27
63773	CONNEXUS ENERGY	RADISSON/BUNKER SIGNALS	Electricity	100-43401-3610	78.53
63773	CONNEXUS ENERGY	HAM LAKE PARK	Electricity	100-44101-3610	138.64
63773	CONNEXUS ENERGY	SODERVILLE PARK WELL	Electricity	100-44101-3610	13.50
63773	CONNEXUS ENERGY	SODERVILLE PARK	Electricity	100-44101-3610	35.52
63773	CONNEXUS ENERGY	HAM LAKE PARK BUILDING	Electricity	100-44102-3610	508.22
63773	CONNEXUS ENERGY	LION'S PARK CONCESSION	Electricity	100-44102-3610	32.36
63773	CONNEXUS ENERGY	LION'S PARK PAVILION	Electricity	100-44102-3610	53.89
63773	CONNEXUS ENERGY	HAM LAKE PARK CONCESSION	Electricity	100-44102-3610	22.70
63773	CONNEXUS ENERGY	HAM LAKE PARK SHELTER	Electricity	100-44102-3610	29.71
63773	CONNEXUS ENERGY	SR CENTER	Electricity	100-44202-3610	479.02
63773	CONNEXUS ENERGY	STREET LIGHTS	Electricity	232-43701-3610	4,430.50
63775	DEARBORN LIFE INS CO	LIFE	Other payroll deductions	100-21706	57.60
63775	DEARBORN LIFE INS CO	VOL LIFE	Other payroll deductions	100-21706	185.70
63776	DEHN OIL CO	Gas 150 gal	Fuel	100-43101-2230	470.25
63776	DEHN OIL CO	Diesel 420 gal	Fuel	100-43101-2230	1,365.00
63777	ERIK SKOGQUIST	QTR ASSESSING	Assessing/property tax administration	100-41403-3105	9,984.80
63778	JAMES & RENEE WOODARD	SEPTIC LOAN OVERPAYMENT	Septic loan receivable	100-12903	600.43
63778	JAMES & RENEE WOODARD	SEPTIC LOAN INTEREST OVERPAYMENT	Septic loan payable (HRA)	100-20801	437.15
63779	JESSE STUNES	OVERPAYMENT 2021 ASSESSMENT	Assessments receivable-delinquent	431-12201	924.84
63780	KENG YANG	OVERPAYMENT ON 2021 ASSESSMENT	Assessments receivable-delinquent	431-12201	1,849.68
63781	LITTLE FALLS MACHINE INC	Underbody Scraper	Operating supplies	100-43102-2290	35.86
63782	MARY WELLS	1ST QTR ASSESSING	Assessing/property tax administration	100-41403-3105	9,984.80
63783	MEMPHIS EQUIPMENT COMPANY	T-3 WATER PUMP INSERT	Vehicle parts & supplies	100-43101-2340	372.31
63784	MENARDS	Mailbox Repair	Operating supplies	100-43102-2290	26.74
63784	MENARDS	Supplies	Operating supplies	100-43101-2290	20.42
63785	MINNEAPOLIS OXYGEN COMPANY	Oxygen	Operating supplies	100-43101-2290	91.14
63786	MN METRO NORTH TOURISM BOARD	LODGING TAX	Convention bureau	263-46101-4120	1,730.21
63787	NCPERS GROUP LIFE INSURANCE	LIFE	Other payroll deductions	100-21706	112.00
63788	NORTHWEST FAMILY PHYSICIAN	02/10/22 MRO READING	Personnel testing & recruitment	100-42201-3150	25.00
63789	NUSS EQUIPMENT GROUP LLC	'22 MACK PLOW TRUCK	Capital assets	430-43101-5110	113,673.84
63790	TASC	COBRA ADMINISTRATION	Other professional services	100-41701-3190	15.00
63791	UNLIMITED SUPPLIES INC	SUPPLIES	Operating supplies	100-43101-2290	84.66
63791	UNLIMITED SUPPLIES INC	SUPPLIES	Operating supplies	100-43101-2290	165.66
63792	US BANK CORPORATE PAYMENT SYSTEM	Zoom-- Zoom-DW	Dues & subscriptions	100-41201-3920	12.84
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-TONER FOR SUSAN-NW	Office supplies	100-41401-2110	135.98
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-FRAMES FIRE DEPT-NW	Office supplies	100-41701-2110	34.27
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-COPIER PAPER-NW	Office supplies	100-41701-2110	77.32
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-DVDS FOR MEETINGS-NW	Office supplies	100-41701-2110	12.88
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-ACCESS CARD LANYARDS-NW	Operating supplies	100-41701-2290	19.85
63792	US BANK CORPORATE PAYMENT SYSTEM	Amazon-VACUUM CITY HALL-NW	Operating supplies	100-41701-2290	319.99
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-DISHSOAP-NW	Operating supplies	100-41701-2290	5.37
63792	US BANK CORPORATE PAYMENT SYSTEM	PANTHEON-WEBSITE-NW	Software licenses & upgrades	100-41701-2510	50.00
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-FRAMES FOR FIRE DEPT-NW	Office supplies	100-42201-2110	49.80



Payment Nun	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-FRAMES FIRE DEPT-NW	Office supplies	100-42201-2110	14.66
63792	US BANK CORPORATE PAYMENT SYSTEM	AMAZON-FIRE DOC SCANNER-NW	Office supplies	100-42201-2110	279.00
63792	US BANK CORPORATE PAYMENT SYSTEM	AEDS-Lifepak Charge-MR	Equipment parts & supplies	100-42201-2320	110.00
63792	US BANK CORPORATE PAYMENT SYSTEM	MN IAAI-2022 Membership LV-MR	Training/conferences/schools	100-42201-3510	285.00
63792	US BANK CORPORATE PAYMENT SYSTEM	Int'l Code-MARK CODE PDF-NW	Codes & standards	100-42401-2820	24.25
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-TONER FOR JOHN, WHITE BOARD-NW	Office Supplies	100-43101-2110	115.79
63792	US BANK CORPORATE PAYMENT SYSTEM	IOS-Shade Tree short course-JW	Training/conferences/schools	100-44101-3510	200.00
63792	US BANK CORPORATE PAYMENT SYSTEM	DNR-Water usage @ Ham Lake park-JW	Professional licenses & certifications	100-44101-3520	144.50
63792	US BANK CORPORATE PAYMENT SYSTEM	HL Chamber-2022 Dues-AW	Dues & subscriptions	100-44101-3920	475.00
63794	US POSTMASTER	POSTAGE 6629 x .168	Postage	211-41704-2120	1,113.67
63795	VERIZON WIRELESS	MR	Phones/radios/pagers	100-42201-3210	41.22
63795	VERIZON WIRELESS	TD, MJ, TK & 2 LAPTOPS	Phones/radios/pagers	100-42401-3210	208.68
63795	VERIZON WIRELESS	JK, JW,CH, CS, EH, & 2 LAPTOPS	Phones/radios/pagers	100-43101-3210	243.82
63795	VERIZON WIRELESS	DH, AC	Phones/radios/pagers	100-44101-3210	82.44
63796	VERIZON WIRELESS	MOBILE PHONES	Phones/radios/pagers	100-44201-3210	8.52
DFT0002330	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	205.00
DFT0002331	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	317.53
DFT0002331	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	107.12
DFT0002331	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	458.02
DFT0002332	MN STATE DEPT OF REVENUE-PAYROLL TAX	MN State Withholding	State W/H	100-21702	167.44
DFT0002333	PERA	Retirement-Coordinated	PERA	100-21703	454.12
DFT0002334	COMPENSATION CONSULTANTS	Health Savings Account	Flexible spending	100-21705	333.32
DFT0002335	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,730.00
DFT0002335	EMPOWER	Roth IRA	Deferred compensation	100-21704	100.00
DFT0002336	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	(34.29)
DFT0002336	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	(10.42)
DFT0002336	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	(44.50)
DFT0002336	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	(42.19)
DFT0002336	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	(10.90)
DFT0002336	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	(46.62)
DFT0002336	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	4,764.82
DFT0002336	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,763.82
DFT0002336	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	7,033.66
DFT0002337	MN STATE DEPT OF REVENUE-PAYROLL TAX	MN State Withholding	State W/H	100-21702	(17.95)
DFT0002337	MN STATE DEPT OF REVENUE-PAYROLL TAX	MN State Withholding	State W/H	100-21702	(19.74)
DFT0002337	MN STATE DEPT OF REVENUE-PAYROLL TAX	MN State Withholding	State W/H	100-21702	2,186.04
DFT0002338	PERA	Retirement-Coordinated	PERA	100-21703	(50.23)
DFT0002338	PERA	Retirement-Coordinated	PERA	100-21703	(52.64)
DFT0002338	PERA	Retirement-Coordinated	PERA	100-21703	6,467.04
DFT0002338	PERA	Retirement-Elected Officials	PERA	100-21703	40.84
DFT0002338	PERA	Retirement-Police & Fire	PERA	100-21703	1,086.98
				Grand Total:	204,369.39



City of Ham Lake, MN

Payroll Check Register

Checks

Pay Period: 2/6/2022-2/17/2022

Packet: PYPKT01280 - PPE 02/17/22 PAID 02/17/22 CH
Payroll Set: City of Ham Lake - 01

<u>Employee</u>	<u>Employee #</u>	<u>Check Type</u>	<u>Date</u>	<u>Amount</u>	<u>Number</u>
HAUGEN, CORY M	<u>6003</u>	Regular	02/17/2022	2,485.49	63764



City of Ham Lake, MN

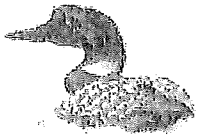
Payroll Check Register Report Summary

Pay Period: 2/6/2022-2/19/2022

Packet: PYPKT01292 - PPE 2/19/22 PAID 2/25/22

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	70	43,464.67
Total	70	43,464.67



Packet: ARPKT00265 - 3/3/22 TRUST REFUND

Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00166	NORTH COUNTRY RV	3/3/2022	63797	7,500.00
Total Refund Amount:				7,500.00

Revenue Totals

Revenue Code	Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS	7,500.00
Revenue Totals:	7,500.00

General Ledger Distribution

Posting Date: 03/03/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 890 - TRUST FUND			
890-10101	Cash-claim on pooled cash	-7,500.00	Yes
890-11501	Misc receivables	7,500.00	
	890 Total:	<u>0.00</u>	
Fund: 999 - POOLED CASH			
999-10100	Pooled Cash	-7,500.00	
999-20702	Due to other funds	7,500.00	Yes
	999 Total:	<u>0.00</u>	
	Distribution Total:	<u>0.00</u>	



CITY OF HAM LAKE

**REQUEST FOR
AN APPEARANCE
BEFORE THE
CITY COUNCIL**

**15544 Central Avenue NE
Ham Lake, MN 55304
Phone (763) 434-9555
Fax (763) 434-9599**

Date of Application 2-14-22

Date of City Council appearance _____

60-day review deadline _____

2/14/22
\$500.00
R#91919

**APPLICANT'S
NAME**

Gary Braastad

**STREET
ADDRESS**

21490 University Ave

**CITY, STATE
ZIP**

Cedar MN 55011

PHONE (daytime)

763-439-6011

Braastadland@hotmail.com

NATURE OF REQUEST

Lot line adjustment. Part of SE 1/4, Sec. 18, Twp 32, Rng 23

18-32-23-42-0002 and 18-32-23-41-0006

831 159th Avenue NE

You are advised that the 60-day review period required by Minnesota Statutes Chapter 15.99 does not begin to run until all of the required items have been received by the City of Ham Lake.

Gary Braastad
Signature of Applicant

1/28/22
Date

Please attach any relevant information including maps, diagrams, and/or a descriptive narrative.

This form must be submitted to the City staff by 4:00 p.m. on the Monday prior to the Council meeting at which you will be appearing.

Memorandum

Date: March 1, 2022
To: Mayor and Councilmembers
From: Tom Collins, City Engineer *TPC*
Subject: Proposed lot line adjustment – Section 18

Introduction:

A lot line adjustment is proposed between the 26.57-acre 831 159th Avenue parcel (<https://gis.anokacountymn.gov/propertysearch/?find=18-32-23-41-0006>) and the 22.10-acre 18-32-23-42-0002 parcel (<https://gis.anokacountymn.gov/propertysearch/?find=18-32-23-42-0002>). The proposed lot line adjustment will decrease the 831 159th Avenue parcel to 1.17 acres, and increase the 18-32-23-42-0002 parcel to 47.50 acres. The 400 scale half-section map is attached.

Discussion:

The combined 48.67 acres was an Exception to the attached plat of Braastad Farms for the existing house. The County assigned two separate property identifications to the 48.67 acres, with the dividing line being the quarter section line. Although verification of livability has not been provided for the proposed 47.50-acre parcel, the application qualifies for a lot line adjustment. The proposal is adjusting the existing lot lines, which falls under 10-100 of City Code. Livability is under 10-300 of City Code, which is only required for subdivisions.

The frontage of the 831 159th Avenue parcel is being reduced from 439.82 feet to 260.07 feet, and the frontage of the 18-32-23-42-0002 parcel is being increased from 21.25 feet to 201 feet. The non-compliant frontage of parcel 18-32-23-42-0002 was a result of the County assigning the two property identifications.

Soil borings have confirmed that there is adequate area for a secondary septic system on the resulting 1.17-acre 831 159th Avenue parcel. The required 10-foot drainage and utility easements are shown around the perimeter of the revised lot lines.

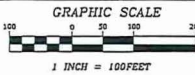
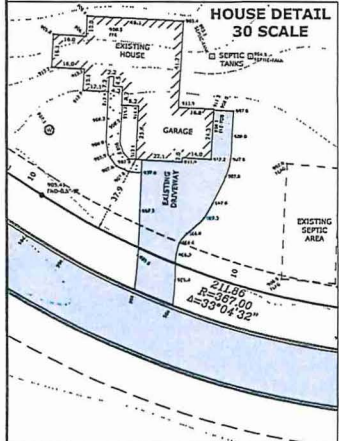
The majority of the resulting 47.50-acre parcel is identified as being within the FEMA Zone A designation, which is land that is estimated to have a 1% probability of flood in any given year. Any future building permits would need to have the Zone A designation removed from any proposed building pad.

Recommendation:

It is recommended that the lot line adjustment be approved, subject to dedicating a 10-foot wide drainage and utility easement on both sides of the revised property lines.

LOT LINE ADJUSTMENT

~for~ GARY BRAASTAD
~of~ 831 159TH AVE. NE.
HAM LAKE, MN



BENCHMARK
MNDOT GSD STATION #751
"CARY MINDT"
ELEVATION = 918.28 (NAVD 88)

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- # 153.28 DENOTES EXISTING SPOT ELEVATION
- ⊙ DENOTES SOIL BORING. (BY MARK TRADEWELL)
- ⊕ DENOTES WELL
- ⊖ DENOTES EXISTING CONTOURS
- ⊗ DENOTES BITUMINOUS SURFACE
- ⊘ DENOTES CONCRETE SURFACE
- ⊙ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

EXISTING LEGAL DESCRIPTION

(PER DOCUMENT NO. 2136502.001)

The Northeast Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except those parts platted as DEER MEADOWS and BRAASTAD FARMS, subject to easements of record, Anoka County, Minnesota.

AND

The Northwest Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except that part platted as BRAASTAD FARMS, subject to easement of record, Anoka County, Minnesota.

E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

E. G. Rud
EASD E. RUD
Date: 02-28-22 License No. 41578

PROPOSED LEGAL DESCRIPTIONS:

PARCEL A

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 32, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the southwest corner of Lot 17, Block 2, BRAASTAD FARMS, Anoka County, Minnesota; thence on an assumed bearing of North 01 degree 08 minutes 23 seconds West, along the west line of said Lot 17, a distance of 232.35 feet to the northwest corner of said Lot 17; thence South 86 degrees 45 minutes 43 seconds West, a distance of 221.46 feet; thence South 05 degrees 18 minutes 24 seconds West, a distance of 156.56 feet to the northerly right of way line of 159th Avenue N.E., as dedicated on said plat of BRAASTAD FARMS; thence southeasterly a distance of 260.07 feet along said northerly right of way line to the point of beginning.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

E. G. Rud
EASD E. RUD
Date: 02-28-22 License No. 41578

PARCEL B

The Northwest Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except those parts platted as BRAASTAD FARMS, subject to easement of record, Anoka County, Minnesota.

AND

The Northeast Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except those parts platted as DEER MEADOWS and BRAASTAD FARMS, subject to easements of record, Anoka County, Minnesota.

EXCEPT

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 32, Range 23, Anoka County, Minnesota, described as follows:

Beginning at the southwest corner of Lot 17, Block 2, BRAASTAD FARMS, Anoka County, Minnesota; thence on an assumed bearing of North 01 degree 08 minutes 23 seconds West, along the west line of said Lot 17, a distance of 232.35 feet to the northwest corner of said Lot 17; thence South 86 degrees 45 minutes 43 seconds West, a distance of 221.46 feet; thence South 05 degrees 18 minutes 24 seconds West, a distance of 156.56 feet to the northerly right of way line of 159th Avenue N.E., as dedicated on said plat of BRAASTAD FARMS; thence southeasterly a distance of 260.07 feet along said northerly right of way line to the point of beginning.

PROPOSED DRAINAGE AND UTILITY EASEMENT

PARCEL A

A 10 foot wide perpetual easement for drainage and utility purposes over, under, and across the northerly, southerly, westerly, and easterly 10 feet of the following described parcel:

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 32, Range 23, Anoka County, Minnesota, described as follows:
Beginning at the southwest corner of Lot 17, Block 2, BRAASTAD FARMS, Anoka County, Minnesota; thence on an assumed bearing of North 01 degree 08 minutes 23 seconds West, along the west line of said Lot 17, a distance of 232.35 feet to the northwest corner of said Lot 17; thence South 86 degrees 45 minutes 43 seconds West, a distance of 221.46 feet; thence South 05 degrees 18 minutes 24 seconds West, a distance of 156.56 feet to the northerly right of way line of 159th Avenue N.E., as dedicated on said plat of BRAASTAD FARMS; thence southeasterly a distance of 260.07 feet along said northerly right of way line to the point of beginning.

PARCEL B

A 10.00 foot wide perpetual easement for drainage and utility purposes which adjoins, is contiguous with, and lies 10.00 feet within the perimeter of the following described parcel:
The Northwest Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except those parts platted as BRAASTAD FARMS, subject to easement of record, Anoka County, Minnesota.

PARCEL B

A 10.00 foot wide perpetual easement for drainage and utility purposes which adjoins, is contiguous with, and lies 10.00 feet within the perimeter of the following described parcel:
The Northwest Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except those parts platted as BRAASTAD FARMS, subject to easement of record, Anoka County, Minnesota.

AND

The Northeast Quarter of Southeast Quarter of Section 18, Township 32, Range 23, except those parts platted as DEER MEADOWS and BRAASTAD FARMS, subject to easements of record, Anoka County, Minnesota.

EXCEPT

That part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 32, Range 23, Anoka County, Minnesota, described as follows:

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NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 12/20/21.
- Bearings shown are on Anoka County datum.
- Parcel ID Numbers: 18-32-23-42-0002 and 18-32-23-41-0006.
- Curbshots are taken at the top and back of curbs.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encroachments may exist other than those shown herein. Surveyor subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.
- Contours are shown per MnDOT.

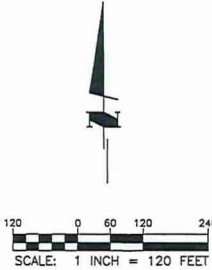
DRAWN BY: DCD	JOB NO: 213509P	DATE: 01/12/22	
CHECK BY: JER	FIELD CHECK: JR		
1	81-27-21	CITY SUBMITTAL	RMF
2	82-28-22	CITY COMMENTS	RMF
3			
NO.	DATE	DESCRIPTION	BY

OFFICIAL PLAT

BRAASTAD FARMS

BK 60 Plat 13

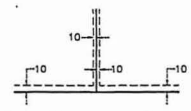
CITY OF HAM LAKE
COUNTY OF ANOKA, MINNESOTA
SEC. 18, T. 32 N, R. 23 W



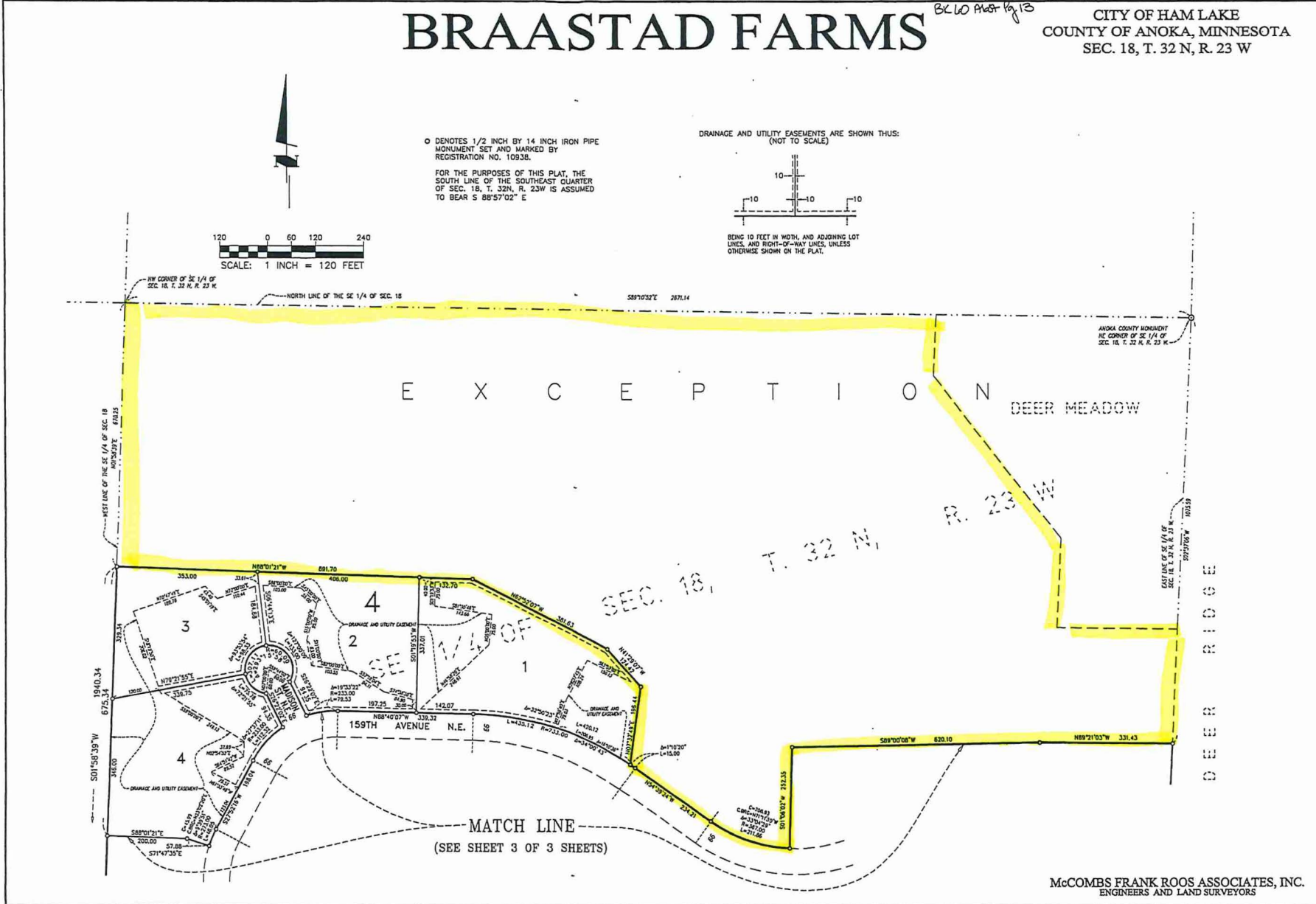
○ DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY REGISTRATION NO. 10938.

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SEC. 18, T. 32N, R. 23W IS ASSUMED TO BEAR S 88°57'02" E

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 10 FEET IN WIDTH, AND ADJOINING LOT LINES, AND RIGHT-OF-WAY LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.



McCOMBS FRANK ROOS ASSOCIATES, INC.
ENGINEERS AND LAND SURVEYORS

OFFICIAL PLAT

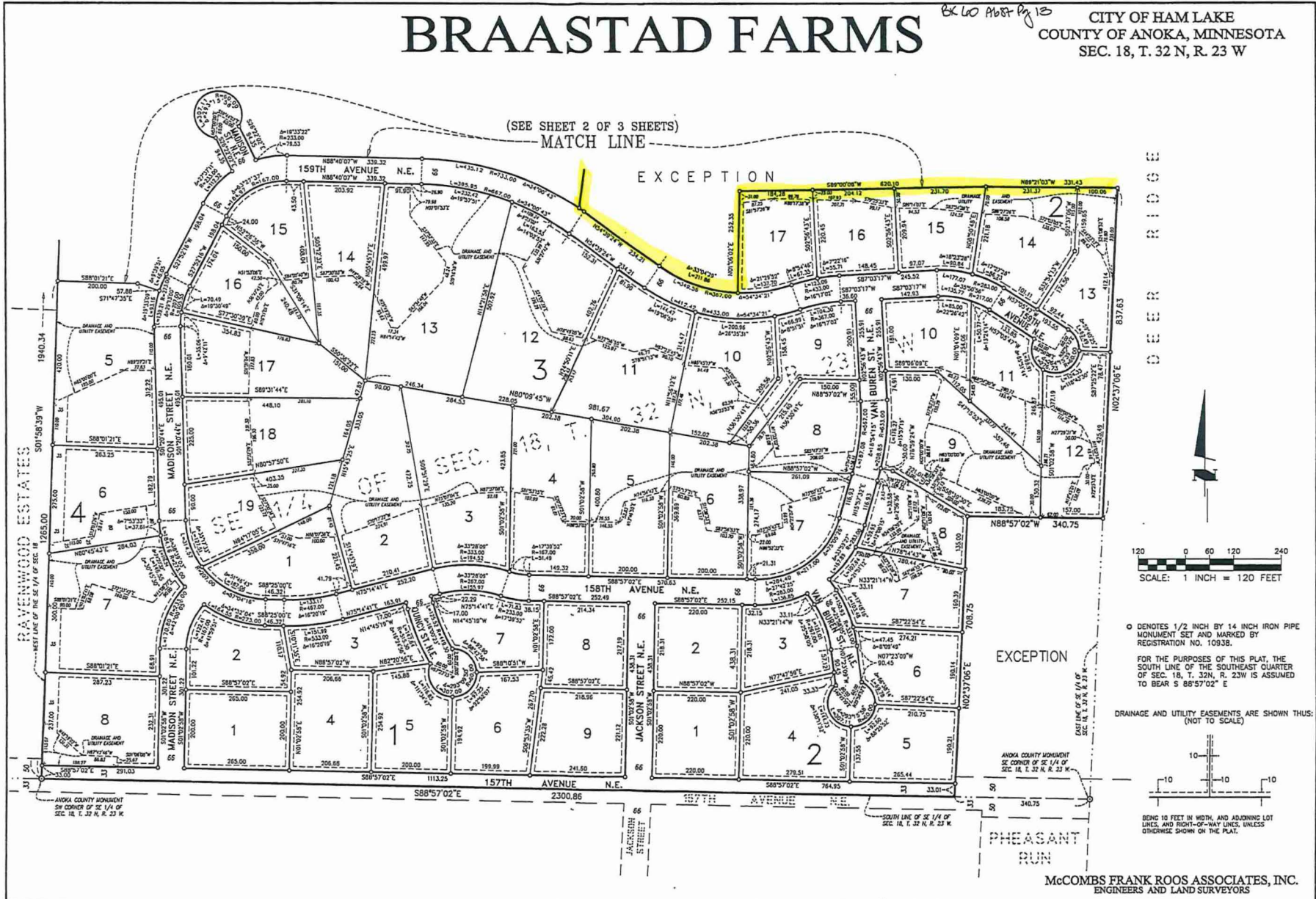
BRAASTAD FARMS

BK 60 AB87 Pg 12

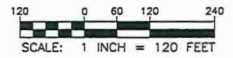
CITY OF HAM LAKE
COUNTY OF ANOKA, MINNESOTA
SEC. 18, T. 32 N, R. 23 W

(SEE SHEET 2 OF 3 SHEETS)
MATCH LINE

EXCEPTION



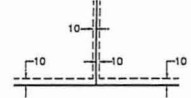
DEER CREEK



○ DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY REGISTRATION NO. 10938.

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SEC. 18, T. 32N, R. 23W IS ASSUMED TO BEAR S 88°57'02\"/>

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)



BEING 10 FEET IN WIDTH, AND ADJOINING LOT LINES, AND RIGHT-OF-WAY LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

EXCEPTION

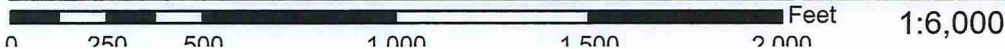
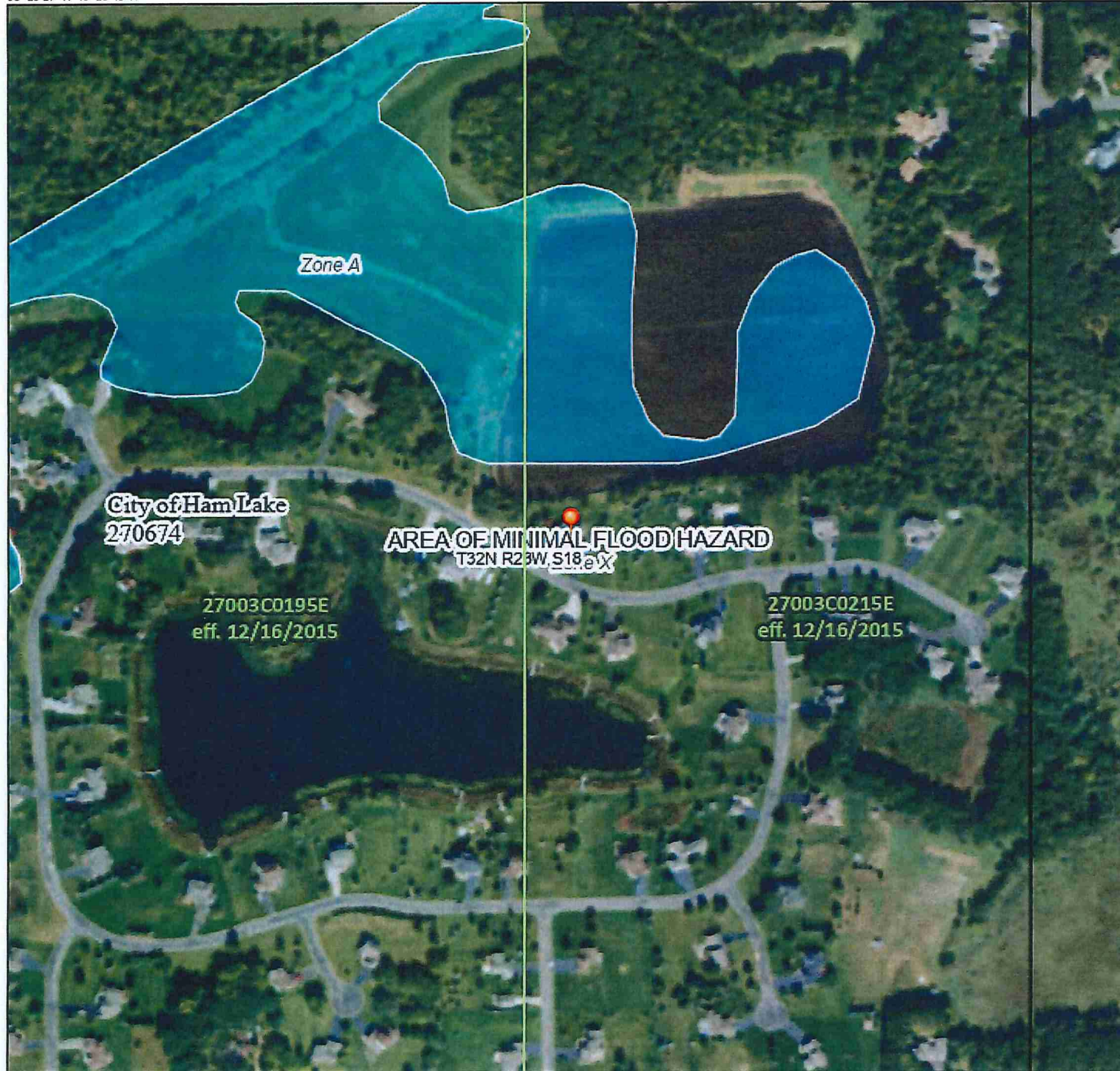
PHEASANT RUN

McCOMBS FRANK ROOS ASSOCIATES, INC.
ENGINEERS AND LAND SURVEYORS

National Flood Hazard Layer FIRMMette



93°15'17"W 45°15'45"N



93°14'40"W 45°15'19"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone I
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
- 17.5 Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/1/2022 at 3:18 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Meeting Date: March 7, 2022



CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: John Witkowski, Public work Superintendent, on behalf of the Building Committee

Subject: Public Works Breakroom Remodel

Introduction/Discussion:

The breakroom located in Public Works needs some updating and remodeling. The project would consist of new flooring, new countertops and a sink, painting, and framing-in an existing garage door to be used as service door. The amount would not exceed \$10,000 and the expenditures would come from the Building Capital Funds. I have discussed with the Building Committee Mayor Van Kirk and Councilmember Kirkeide and they agree with the following recommendation.

Recommendation:

We recommend approval of the remodel of the breakroom in Public Works, not to exceed \$10,000 coming from the Building Capital Funds.

ORDINANCE NO. 22-XX

An Ordinance Amending ARTICLE 5, ANIMAL CONTROL, to amend the barking dog ordinance.

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

ARTICLE 5, ANIMAL CONTROL of the Ham Lake City Code is hereby amended as indicated in the following sections:

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 either (1) repeatedly over at least a three ~~five~~ minute period of time, with a thirty second or less lapse of time between each animal noise during the ~~three~~ five minute period; or (2) intermittently for a majority (five minutes or more) of a ten-minute period.

Presented to the Ham Lake City Council on March 7, 2022 and adopted by a unanimous vote this ____ day of _____, 2022.

Brian Kirkham, Acting, Mayor

Denise Webster, City Clerk

Memorandum

Date: March 3, 2022
To: Mayor and Councilmembers
From: David A. Krugler, Senior Project Engineer
Subject: 2022 Tree Removal Project



Introduction:

Bids were opened today for tree removal for the scheduled 2022 projects, which are the upgrade of Polk Street from 325 feet North of Constance Boulevard to 165th Avenue, the upgrade of Tippecanoe Street from Constance Boulevard Terrace to the southerly cul-de-sac, the reconstruction of the streets within the Creek Valley subdivision and the reconstruction of the streets within the Meadow Park subdivision north of Constance Boulevard.

Discussion:

Three bids were received and are shown in the attached breakdown. The bids ranged between \$66,605.00 and \$598,000.00, with an average bid of \$281,453.33. The lowest bidder is Rivard Contracting. The Engineer's Construction Cost Estimate is \$146,171.02. The low bidder is 54.4% below the Engineer's Construction Cost Estimate. Rivard Contracting is a responsible contractor and completed projects for the City removing trees for 143rd Avenue project between Patricia's Wilderness Estates and Naples Estates 2nd Addition and the Netta Shores reconstruction.

Recommendation:

It is recommended to adopt the attached Resolution awarding the contract to Rivard Contracting in the amount of \$66,605.00 for tree removal.

RESOLUTION NO. 22-XX

WHEREAS, pursuant to an advertisement for bids for the 2022 Tree Removal Project at Polk Street NE from 325 feet North of Constance Boulevard NE to 165th Avenue NE, Tippecanoe Street NE from Constance Boulevard Terrace to the southerly cul-de-sac, Creek Valley, and Meadow Park north of Constance Boulevard NE, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Rivard Contracting	\$ 66,605.00
Husky Construction, Inc.	\$179,755.00
Castle Rock Contracting & Tree Service, LLC	\$598,000.00

AND WHEREAS, it appears that Rivard Contracting, of East Bethel, Minnesota is the lowest responsible bidder;

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

1. That the Acting Mayor and Clerk are hereby authorized and directed to enter into a contract with Rivard Contracting, of East Bethel, Minnesota in the name of the City of Ham Lake for the reconstruction of Polk Street NE from 325 feet North of Constance Boulevard NE to 165th Avenue NE, Tippecanoe Street NE from Constance Boulevard Terrace to the southerly cul-de-sac, Creek Valley, and Meadow Park north of Constance Boulevard NE, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. The City Attorney is hereby directed to review all bids and contracts for the Tree Removal Project.

Adopted by a unanimous vote of the Ham Lake City Council this 7th day of March, 2022.

Brian Kirkham, Acting Mayor

Denise Webster, City Clerk

**CONSTRUCTION COST ESTIMATE
2022 TREE REMOVAL PROJECT
2/3/2022**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
2021.501	MOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00
2101.502	CLEARING - POLK STREET	EACH	10	\$227.00	\$2,270.00
2101.502	GRUBBING - POLK STREET	EACH	10	\$118.00	\$1,180.00
2101.505	CLEARING - POLK STREET	ACRE	0.6	\$9,703.90	\$5,822.34
2101.505	GRUBBING - POLK STREET	ACRE	0.6	\$5,201.90	\$3,121.14
TOTAL ESTIMATED CONSTRUCTION COST					\$15,393.48

ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
2021.501	MOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00
2101.502	CLEARING - TIPPECANOE STREET	EACH	43	\$227.00	\$9,761.00
2101.502	GRUBBING - TIPPECANOE STREET	EACH	43	\$118.00	\$5,074.00
2101.505	CLEARING - TIPPECANOE STREET	ACRE	0.2	\$9,703.90	\$1,940.78
2101.505	GRUBBING - TIPPECANOE STREET	ACRE	0.2	\$5,201.90	\$1,040.38
TOTAL ESTIMATED CONSTRUCTION COST					\$20,816.16

ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
2021.501	MOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00
2101.502	CLEARING - MEADOW PARK N OF CONSTANCE BLVD	EACH	99	\$227.00	\$22,473.00
2101.502	GRUBBING - MEADOW PARK N OF CONSTANCE BLVD	EACH	99	\$188.00	\$18,612.00
2101.505	CLEARING - MEADOW PARK N OF CONSTANCE BLVD	ACRE	0.9	\$10,782.10	\$9,703.90
2101.505	GRUBING - MEADOW PARK N OF CONSTANCE BLVD	ACRE	0.9	\$5,779.90	\$5,201.90
TOTAL ESTIMATED CONSTRUCTION COST					\$58,990.80

ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
2021.501	MOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00
2101.502	CLEARING -CREEK VALLEY	EACH	112	\$227.00	\$25,424.00
2101.502	GRUBBING - CREEK VALLEY	EACH	112	\$188.00	\$21,056.00
2101.505	CLEARING - CREEK VALLEY	ACRE	0.1	\$9,703.90	\$970.39
2101.505	GRUBBING - CREEK VALLEY	ACRE	0.1	\$5,201.90	\$520.19
TOTAL ESTIMATED CONSTRUCTION COST					\$50,970.58

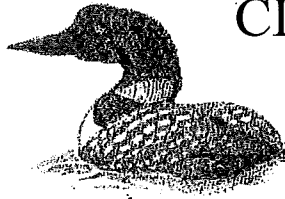
COMPLETE ESTIMATED CONSTRUCTION COST					\$146,171.02
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BID TABULATION
 2022 Tree Removal
 HAM LAKE IMPROVEMENT PROJECT 2103, 2105, 2108, 2109
 March 3, 2022

ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST. QTY.	Engineering Estimate		Rivard Contracting		Husky Construction		Castle Rock Contracting	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2101.502	CLEARING - POLK STREET	EACH	10.0	\$227.00	\$2,270.00	\$300.00	\$3,000.00	\$705.00	\$7,050.00	\$1,500.00	\$15,000.00
2101.502	GRUBBING - POLK STREET	EACH	10.0	\$118.00	\$1,180.00	\$100.00	\$1,000.00	\$140.00	\$1,400.00	\$500.00	\$5,000.00
2101.505	CLEARING - POLK STREET	ACRE	0.6	\$14,703.90	\$8,822.34	\$10,000.00	\$6,000.00	\$7,500.00	\$4,500.00	\$30,000.00	\$18,000.00
2101.505	GRUBBING - POLK STREET	ACRE	0.6	\$5,201.90	\$3,121.14	\$2,500.00	\$1,500.00	\$4,000.00	\$2,400.00	\$10,000.00	\$6,000.00
	SUBTOTAL				\$15,393.48		\$11,500.00		\$15,350.00		\$44,000.00
2101.502	CLEARING - TIPPECANOE STREET	EACH	43.0	\$227.00	\$9,761.00	\$100.00	\$4,300.00	\$650.00	\$27,950.00	\$1,500.00	\$64,500.00
2101.502	GRUBBING - TIPPECANOE STREET	EACH	43.0	\$118.00	\$5,074.00	\$30.00	\$1,290.00	\$140.00	\$6,020.00	\$500.00	\$21,500.00
2101.505	CLEARING - TIPPECANOE STREET	ACRE	0.2	\$24,703.90	\$4,940.78	\$8,000.00	\$1,600.00	\$15,000.00	\$3,000.00	\$30,000.00	\$6,000.00
2101.505	GRUBBING - TIPPECANOE STREET	ACRE	0.2	\$5,201.90	\$1,040.38	\$5,750.00	\$1,150.00	\$8,000.00	\$1,600.00	\$10,000.00	\$2,000.00
	SUBTOTAL				\$20,816.16		\$8,340.00		\$38,570.00		\$94,000.00
2101.502	CLEARING - MEADOW PARK N OF CONSTANCE BLVD	EACH	99.0	\$227.00	\$22,473.00	\$150.00	\$14,850.00	\$425.00	\$42,075.00	\$1,500.00	\$148,500.00
2101.502	GRUBBING - MEADOW PARK N OF CONSTANCE BLVD	EACH	99.0	\$188.00	\$18,612.00	\$35.00	\$3,465.00	\$140.00	\$13,860.00	\$500.00	\$49,500.00
2101.505	CLEARING - MEADOW PARK N OF CONSTANCE BLVD	ACRE	0.9	\$14,115.43	\$12,703.89	\$8,000.00	\$7,200.00	\$5,500.00	\$4,950.00	\$30,000.00	\$27,000.00
2101.505	GRUBING - MEADOW PARK N OF CONSTANCE BLVD	ACRE	0.9	\$5,779.90	\$5,201.91	\$4,000.00	\$3,600.00	\$3,000.00	\$2,700.00	\$10,000.00	\$9,000.00
	SUBTOTAL				\$58,990.80		\$29,115.00		\$63,585.00		\$234,000.00
2101.502	CLEARING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	EACH	110.0	\$227.00	\$24,970.00	\$125.00	\$13,750.00	\$405.00	\$44,550.00	\$1,500.00	\$165,000.00
2101.502	GRUBBING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	EACH	110.0	\$188.00	\$20,680.00	\$30.00	\$3,300.00	\$140.00	\$15,400.00	\$500.00	\$55,000.00
2101.505	CLEARING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	ACRE	0.1	\$39,703.90	\$3,970.39	\$1,000.00	\$100.00	\$15,000.00	\$1,500.00	\$40,000.00	\$4,000.00
2101.505	GRUBBING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	ACRE	0.1	\$13,501.90	\$1,350.19	\$5,000.00	\$500.00	\$8,000.00	\$800.00	\$20,000.00	\$2,000.00
	SUBTOTAL				\$50,970.58		\$17,650.00		\$62,250.00		\$226,000.00
TOTAL					\$146,171.02		\$66,605.00		\$179,755.00		\$598,000.00

Average Bid \$281,453.33

*Denotes bidder calculation error



CITY OF HAM LAKE

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

CITY OF HAM LAKE PLANNING COMMISSION AGENDA MONDAY, FEBRUARY 28, 2022

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE

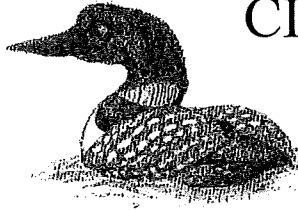
APPROVAL OF MINUTES: December 13, 2021

NEW BUSINESS:

1. Gerald Mager requesting Sketch Plan approval for Magers Meadows (3 single family residential lots) located in Section 29

COMMISSION BUSINESS:

1. City Council Update



CITY OF HAM LAKE

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

CITY OF HAM LAKE PLANNING COMMISSION MINUTES MONDAY, FEBRUARY 28, 2022

The Ham Lake Planning Commission met for its regular meeting on Monday, February 28, 2022 in the Council Chambers at Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

MEMBERS PRESENT: Commissioners Brian Pogalz, Dave Ringler, Scott Heaton, and Erin Dixon

MEMBERS ABSENT: Commissioners Kyle Lejonvarn, Jeff Entsminger and Jonathan Fisher

OTHERS PRESENT: City Engineer Tom Collins and Building and Zoning Clerk Jennifer Bohr

CALL TO ORDER: Chair Pogalz called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE:

The pledge of allegiance was recited by all in attendance.

APPROVAL OF MINUTES:

Motion by Pogalz, seconded by Heaton, to approve the minutes of the December 13, 2021 Planning Commission meeting as written. All present in favor, motion carried.

PUBLIC HEARING: None

NEW BUSINESS:

Gerald Mager requesting Sketch Plan Approval for Magers Meadows (3 single family residential lots) located in Section 29

No representatives were present for the applicant. Chair Pogalz asked Engineer Collins to comment on the plat. Engineer Collins stated the property is currently one parcel of record but is divided into two parts by Pierce Street NE. Engineer Collins stated this parcel had received preliminary plat approval in August of 2008 for one commercial lot on the west side of Pierce Street NE and three commercial lots on the east side of Pierce Street NE. Engineer Collins stated the property owners had a window of time to file the final plat with the County but the plat was not filed and that window closed. Engineer Collins stated the parcel on the west side of Pierce Street NE consists of significant wetland; the wetland boundary is significantly higher than the 2007 delineated wetland per a December 20, 2019 wetland delineation study. Engineer Collins stated the property owners attempted to sell the property as commercial lots; due to the amount of wetland west of Pierce Street NE it was determined it was not possible to create a building pad

large enough for commercial development so the property owners are now creating a minor plat consisting of three residential lots. Engineer Collins stated easement dedication will be required around the perimeter of each proposed parcel along with dedication of an easement over County Ditch 57-2 and the wetland boundaries; livability needs to be proven on all three lots, septic borings are needed as well as a septic compliance inspection for the existing 1157 Andover Boulevard NE septic system. Engineer Collins stated Coon Creek Watershed District approval is needed, a National Heritage Information System data review by the DNR is required and approval from Anoka County is required. Engineer Collins stated per section 10-430E.2 of City Code, the existing 1157 Andover Boulevard NE driveway will have to be paved prior to consideration of any future building permits for that parcel. Engineer Collins stated the Public Works Superintendent recommends collecting money in lieu of parkland for this plat. **Motion by Pogalz, seconded by Dixon, to recommend approval of the Sketch Plan presented by Gerald Mager for a 3 lot Minor Plat located in Section 29 (PID# 29-32-23-22-0001) subject to meeting the requirements of the City Engineer, accepting money in lieu of land for parkland dedication and meeting all City, State and County requirements. All present in favor, motion carried. This application will be placed on the City Council's Monday, March 7, 2022 agenda.**

COMMISSION BUSINESS:

City Council Update

Commissioner Ringler stated he attended the December 20, 2021 City Council meeting. The City Council accepted the Planning Commission's recommendation.

ADJOURNMENT:

Motion by Heaton, seconded by Dixon, to adjourn the Planning Commission meeting at 6:09 p.m. All present in favor, motion carried.

Jennifer Bohr
Building and Zoning Clerk



CITY OF HAM LAKE

15544 Central Avenue NE

Ham Lake, MN 55304

Phone (763) 434-9555 Fax (763) 235-1697

PLANNING REQUEST

Date of Application 2-14-2022

Date of Receipt 2-14-22
Receipt # 91912

Meeting Appearance Dates:

Planning Commission 2-28-2022 City Council 3-7-2022

Please check request(s):

- | | |
|---|---|
| <input type="checkbox"/> Metes & Bounds Conveyance | <input type="checkbox"/> Commercial Building Permit |
| <input checked="" type="checkbox"/> Sketch Plan | <input type="checkbox"/> Certificate of Occupancy |
| <input type="checkbox"/> Preliminary Plat Approval* | <input type="checkbox"/> Home Occupation Permit |
| <input type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Conditional Use Permit (New)* |
| <input type="checkbox"/> Rezoning* | <input type="checkbox"/> Conditional Use Permit (Renewal) |
| <input type="checkbox"/> Private Kennel License* | <input type="checkbox"/> Other |

**NOTE: Advisory Signage is required for land use alterations and future road connections. This application also requires a Public Hearing. Such fees shall be deducted from deposit.*

Development/Business Name: MAGER'S MEADOWS

Address/Location of property: 1157 ANDOVER BLVD. NE

Legal Description of property: THE N.W. 1/4 of the N.W. 1/4 of SEC. 29 TWP 32

PIN # 293223220001 Current Zoning CD-2 Proposed Zoning RGE23 R-1

Notes: _____

Applicant's Name: GERALD MAGER

Business Name: _____

Address 1157 ANDOVER BLVD. N.E.

City HAM LAKE State MN Zip Code 55304

Phone 763-434-5200 Cell Phone 763-245-1157 Fax _____

Email address MAGER95@AOL.COM

You are advised that the 60-day review period required by Minnesota Statutes Chapter 15.99 does not begin to run until all of the required items have been received by the City of Ham Lake.

SIGNATURE Gerald Mager DATE 2-14-2022

- FOR STAFF USE ONLY -

ACTION BY: Planning Commission 2-28-2022
City Council _____

PROPERTY TAXES CURRENT YES NO

Memorandum

Date: February 22, 2022
To: Planning Commissioners
From: Tom Collins, City Engineer *JPC*
Subject: Magers Meadows Sketch Plan

Introduction:

The Sketch Plan proposes to subdivide the 36.3-acre 1157 Andover Boulevard / 29-32-23-22-0001 parcel (<https://gis.anokacountymn.gov/propertysearch/?find=29-32-23-22-0001>) into three lots, with the westerly lot and the two easterly lots being separated by existing Pierce Street. The parcel is zoned Commercial Development Tier 2 (CD-2) and the proposes zoning is Single Family Residential (R-1). A 500-scale aerial zoning map is attached.

This 36.3-acre-parcel received preliminary plat approval at the August 18, 2008 City Council meeting, for one commercial lot on the west side of Pierce Street and three commercial lots on the east side of Pierce Street. The approved preliminary plat and Council minutes are attached.

Discussion:

The proposed subdivision falls under the Minor Plat portion of City Code Section 10-101. Consideration of approving both the preliminary and final plat will be before the Planning Commission at the same meeting, following the public hearing. Easement dedication will be required around the perimeter of each proposed parcel, along with easement dedication over County Ditch 57-2 and the wetland boundaries. Per correspondence with Public Works Superintendent John Witkowski, it is recommended that parkland dedication fees be collected rather than the dedication of parkland or trail easement.

A minimum of four septic borings and one livability boring are required for Lot 1, Block 1 and Lot 1, Block 2. Two secondary septic borings are required for Lot 2, Block 2, and, a compliance inspection is required for the existing 1157 Andover Boulevard septic per 11-450.4c of City Code. Per 10-430E.2 of City Code, the existing 1157 Andover Boulevard driveway will have to be paved prior to consideration of any future building permits. No portion of the proposed development is located in the FEMA Zone A 100-year flood boundary.

Coon Creek Watershed District (CCWD) approval is needed for the Minor Subdivision. Per the CCWD, drainage sensitive land uses exist downstream from the site. The CCWD will require that post development 100-year discharge rates must not exceed pre development 25-year rates. The CCWD approved the wetland delineation on December 20, 2019. The delineation is valid for 5-years from the date of approval. A Natural Heritage Information System data review by the DNR will also be required to determine whether any state-protected species may be located within the Minor Subdivision boundary.

Approval of the proposed development is required from Anoka County. It is anticipated that the County will require the dedication of an additional 27-feet of Andover Boulevard right-of-way on the westerly portion of the proposed subdivision.

Recommendations:

It is recommended that the Magers Meadows Sketch Plan be recommended for approval.

MAGERS MEADOWS

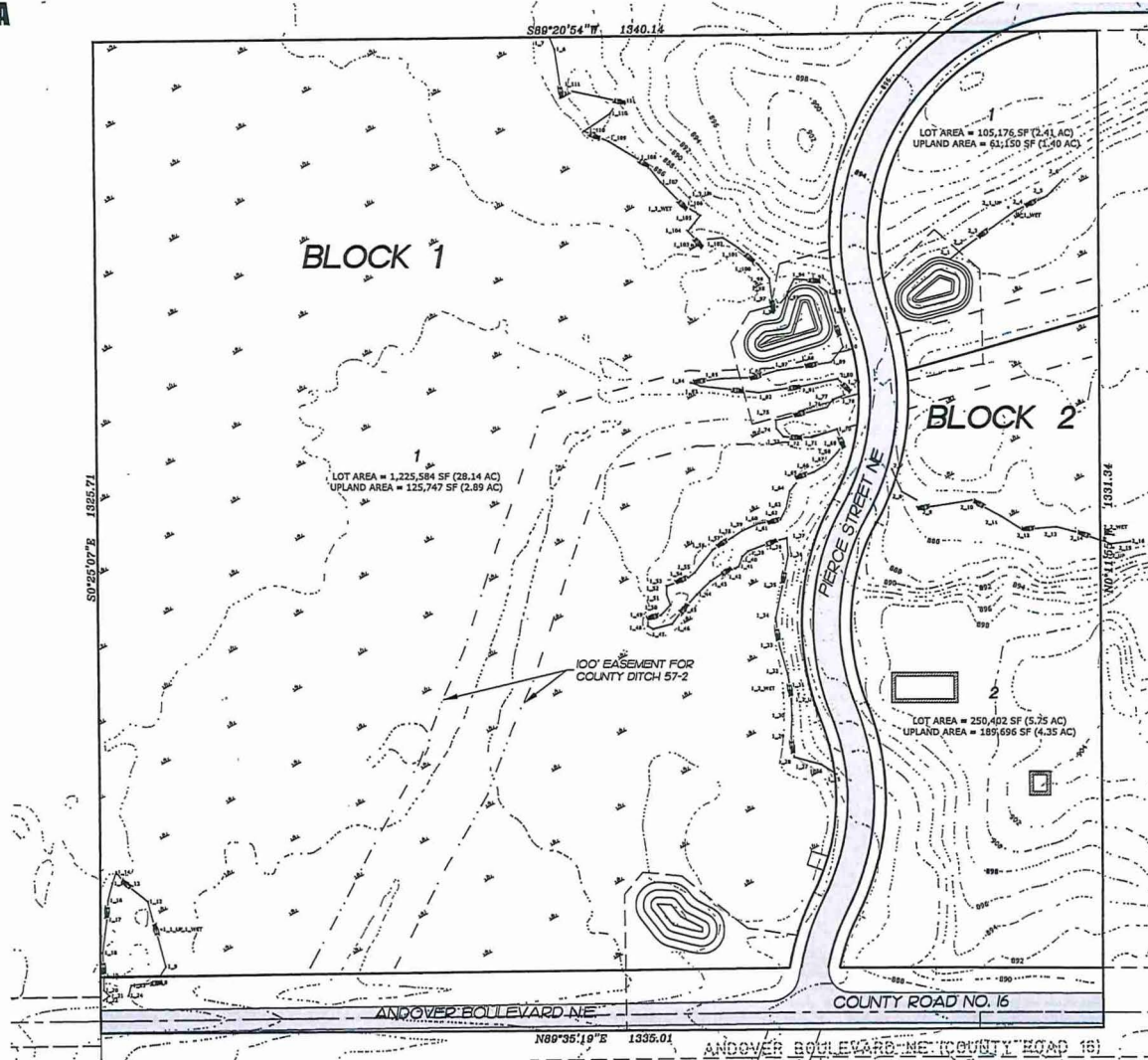
SKETCH PLAN

HAM LAKE, MINNESOTA

LEGEND *

- EXISTING OVERHEAD ELECTRIC
- TL— EXISTING UNDERGROUND TELEPHONE
- CB— EXISTING UNDERGROUND CABLE
- EXISTING TELEPHONE PEDestal
- EXISTING ELECTRICAL PEDestal
- EXISTING CABLE PEDestal
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- |— EXISTING STORM SEWER
- |— EXISTING WATER MAIN
- |— EXISTING SANITARY SEWER
- |— EXISTING FORCEMAIN
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING FLARED-END SECTION
- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING WELL
- EXISTING SANITARY SEWER MANHOLE
- EXISTING CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING SPOT ELEVATION (SHOW INTO ELEVATIONS)
- EXISTING SITUUNDIOUS
- EXISTING TREES
- EXISTING FENCE
- EXISTING RETAINING WALL
- EXISTING WETLAND

* NOT ALL SYMBOLS ARE APPLICABLE.



VICINITY MAP



LEGAL DESCRIPTION:

The Northwest Quarter of the Northwest Quarter of Section 29, Township 32, Range 23, Anoka County, Minnesota.

ZONING INFORMATION:

EXISTING = CD-2 (COMMERCIAL DEVELOPMENT TIER 2)
PROPOSED = R-1 (SINGLE FAMILY RESIDENTIAL)

DRAWN BY: M.C.A. DESIGN BY: C.W.P.
CHECKED BY: M.C.A. PROJ. NO.: 2017
ORIGINAL DATE: FEBRUARY 9, 2022

DATE	REVISION DESCRIPTION

100% ALL RIGHTS RESERVED BY ME AND MY FIRM. THIS DOCUMENT IS THE PROPERTY OF CHARLES W. PLOWE, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF CHARLES W. PLOWE, INC. IS STRICTLY PROHIBITED.
DATE: 02.09.2022

MAGERS MEADOWS
HAM LAKE, MINNESOTA
SKETCH PLAN

PREPARED FOR:
GERALD MAGER

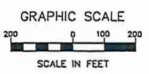
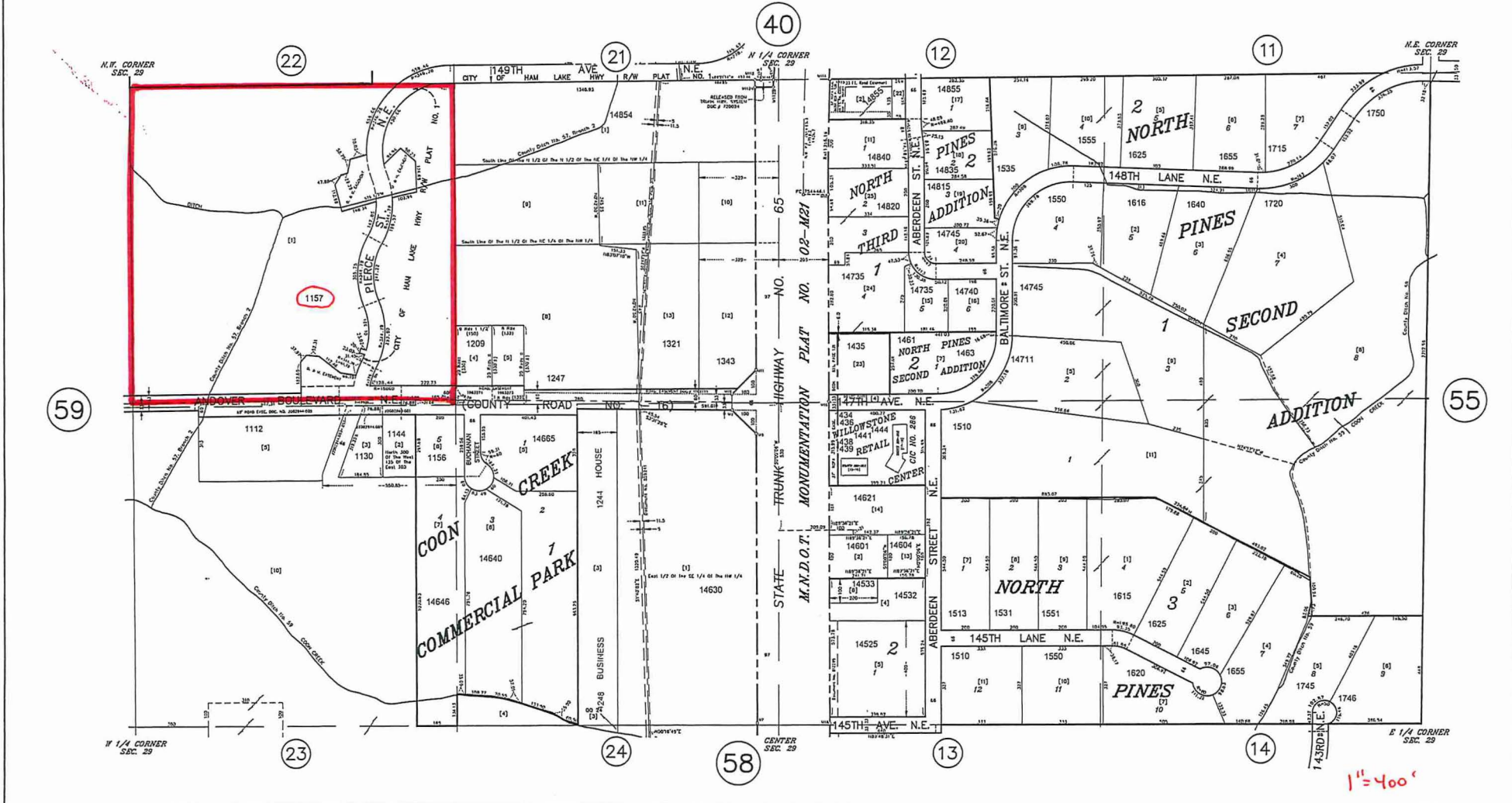
SITE PLANNING & ENGINEERING
PLOWE
ENGINEERING, INC.
6775 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (612) 381-4210
FAX: (612) 381-4701



CP

N 1/2 SECTION 29, T. 32, R. 23

CITY OF HAM LAKE



ANOKA COUNTY
SURVEYOR'S OFFICE
ROOM 224
2100 3RD AVENUE
ANOKA, MN 55303
(763) 324-3200

QUARTER QUARTER INDEX

22	21	12	11
23	24	13	14
32	31	42	41
33	34	43	44

NORTH HALF OF SECTION

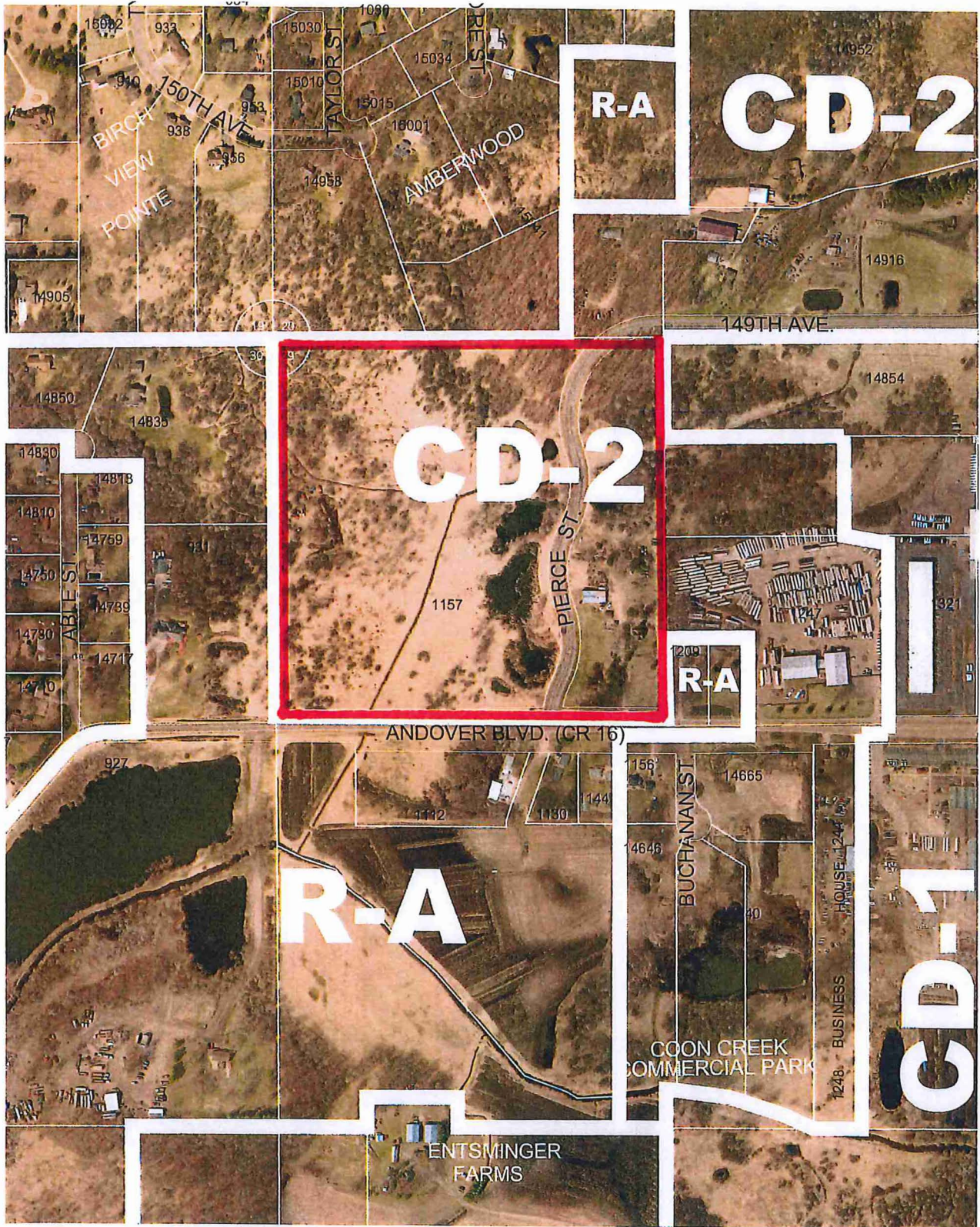
SOUTH HALF OF SECTION

PROPERTY IDENTIFICATION NUMBER

Section	Township	Range	Quarter	Specific
Number	Number	Number	Quarter	Parcel
XX	XX	XX	XX	XXXX

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS: [1]
EXAMPLE OF PIN NUMBER: 29-32-23-13-001

THIS IS A COMPILATION OF RECORDS AS THEY APPEAR IN THE ANOKA COUNTY OFFICES AFFECTING THE AREA SHOWN. THIS DRAWING IS TO BE USED ONLY FOR REFERENCE PURPOSES AND THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

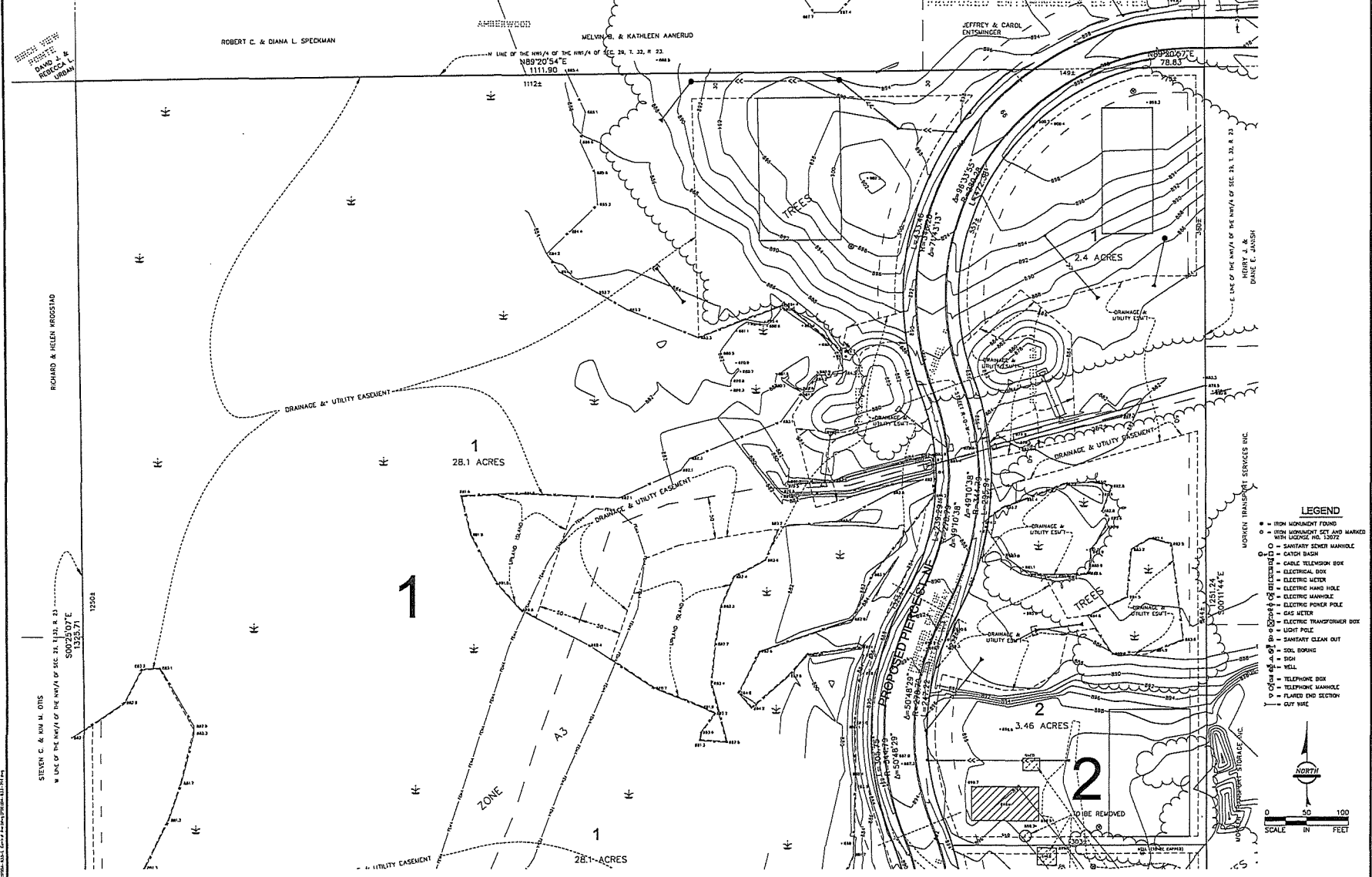


1" = 500'

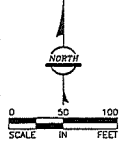
© 2008 RLK INC.

PRELIMINARY PLAT OF: MAGER'S MEADOWS

CITY OF HAM LAKE COUNTY OF ANOKA



- LEGEND**
- = IRON MONUMENT FOUND
 - = IRON MONUMENT SET AND MARKED WITH LICENSE NO. 13077
 - = SANITARY SEWER MANHOLE
 - = CATCH BASIN
 - = CABLE TELEVISION BOX
 - = ELECTRICAL BOX
 - = ELECTRIC METER
 - = ELECTRIC HAND HOLE
 - = ELECTRIC MANHOLE
 - = ELECTRIC POWER POLE
 - = GAS METER
 - = ELECTRIC TRANSFORMER BOX
 - = LIGHT POLE
 - = SANITARY CLEAN OUT
 - = SIGN
 - = SOIL BORING
 - = WELL
 - = TELEPHONE BOX
 - = TELEPHONE MANHOLE
 - = PLANNED END SECTION
 - = OUT ROSE



- | | | | |
|-------------------|--------|------------------------------|--------|
| Gas Main | — 10 — | Underground Electric | — 16 — |
| Overhead Electric | — 12 — | Underground Cable Television | — 17 — |
| 30K A3 Boundary | — 14 — | Underground Telephone | — 18 — |
| | | Fiber Optic Telephone | — 19 — |

Prepared by:
 DAVID
 &
 REBECCA L.
 URBAN

ROBERT C. & DIANA L. SPECKMAN
 MELVIN R. & KATHLEEN AMERUD
 JEFFREY & CAROL ENGSTINGER
 RICHARD & HELEN KROSGSTAD
 STEVEN C. & KIM M. OTIS

REVISIONS

NO.	DATE	DESCRIPTION
1	08/28/08	ISSUED FOR REVIEW
2	09/02/08	ISSUED FOR REVIEW
3	09/02/08	ISSUED FOR REVIEW
4	09/02/08	ISSUED FOR REVIEW
5	09/02/08	ISSUED FOR REVIEW
6	09/02/08	ISSUED FOR REVIEW
7	09/02/08	ISSUED FOR REVIEW
8	09/02/08	ISSUED FOR REVIEW
9	09/02/08	ISSUED FOR REVIEW
10	09/02/08	ISSUED FOR REVIEW

OWNERS: GERALD & ARLENE MAGER
 1157 ANDOVER BOULEVARD N.E.
 HAM LAKE, MN 55304

MAGER'S MEADOWS
 SEC. 29, T. 32, R. 23, ANOKA CO., MN
 PRELIMINARY PLAT

SHEET # 2/2
 DRAWN BY
 20080102

PLAT NO. 13872
 1311 Andover Boulevard, Suite 114
 Ham Lake, MN 55304

DATE: 08/28/08 UC NO. 13872

RECORDED LPT

DATE: 08/28/08

DATE: 08/28/08

further review these items. **Motion by Theodorski, seconded by Erikson, to table Item 4.9, the approval to write-off uncollectible accounts. All in favor, motion carried.**

4.9 Approval of rental agreement for vibratory plow with Anoka County

Councilmember Kirkeide requested an explanation of the funding for the vibratory plow. Administrator Nivala explained the \$4,000 matching funds grant received from the Minnesota Department of Natural Resources, that is used for oak wilt abatement procedures, including the vibratory plowing. It was noted that if residents do have a question regarding a specific tree, or about the program in general, they should contact the City's Forester. **Motion by Kirkeide, seconded by Theodorski, to approve the rental agreement for the vibratory plow with Anoka County. All in favor, motion carried.**

5.0 PLANNING COMMISSION RECOMMENDATIONS

5.1 Preliminary Plat Approval and Rezoning of Mager's Meadows (4 lots) in Section 29.

The City Engineer explained that this property abuts the proposed construction of Central Avenue NE to Andover Blvd. NE, and the owners have agreed to trade the necessary right-of-way in exchange for a Preliminary Plat approval and rezoning of Mager's Meadows. Engineer Collins stated that the development consists of 37½ acres, with a large amount of wetlands, thereby only allowing four commercial lots. The construction project will also include the closing of the access to Highway 65 at 149th Avenue NE. **Motion by Erikson, seconded by Braastad, to concur with the recommendations of the Planning Commission and approve the Preliminary Plat of Mager's Meadows in Section 29 subject to meeting the recommendations of the City Engineer and subject to meeting all City, State and County Codes. All in favor, motion carried.**

This is the first reading of an Ordinance rezoning Mager's Meadows to CD-2 (Commercial Development Tier 2).

5.2 Jim Leach requesting a Commercial Building Permit and Certificate of Occupancy to operate Commercial Drywall at 13326 Highway 65 NE.

Motion by Erikson, seconded by Braastad, to approve the Commercial Building Permit and Certificate of Occupancy to operate Commercial Drywall at 13326 Highway 65 NE subject to screening the westerly portion of the property abutting the residential property, meeting the recommendations of the City Engineer, and meeting all City, State and County Codes. All in favor, motion carried.

6.0 PARK AND TREE COMMISSION RECOMMENDATIONS

7.0 ECONOMIC DEVELOPMENT AUTHORITY – None

8.0 APPEARANCES

8.1 Tom Reiner, Public Works Superintendent – Quotes for repair of roof on Public Works Bldg.

Superintendent Reiner stated that he had received two quotes and was recommending accepting the low quote in the amount of \$7,150.00 from Gopher Company. The Council discussed with Superintendent Reiner the cost difference between repairing the roof to replacing the roof. Superintendent Reiner stated

CITY OF HAM LAKE
ARTICLE 10 - SUBDIVISION REGULATIONS

The following regulations apply to the subdivision of lands, whether by the platting process or by individual lot splits. No lands shall be subdivided unless in conformance with this code, *provided*, that upon compliance with Article 10-600 of this Code, the City Council may grant reasonable variances to the strict application of this code.

The regulations are intended to cover the sequencing of events, general procedures and general rules. The City Council shall, by resolution, adopt specific procedures, submittal requirements and policies from time to time as deemed necessary. Actions by the City Council which constitute a denial of an application or request shall be in the form of written findings of fact stating the reasons for denial.

For the purpose of computing the 120 day review time as contemplated by Minnesota Statutes Chapter 462.358, Subd. 3b, the Sketch Plan phase shall not be deemed to be a part of the plat application process, and the 120-day review period shall not begin to run until the applicant shall have submitted all items necessary for the City to be able to make a decision on Preliminary Plat approval, including all other agency reviews and comments.

10-100 Subdivision by means other than traditional platting



10-101 Minor Plats

Where the proposed subdivision of land results in three lots or fewer, the City Council may expedite the plat approval process outlined in this Code and reduce the number of stages of the traditional platting process. Minor plats shall be reviewed by the Planning Commission and approved by the City Council, which may attach conditions to such lot splits, including, without limitation, the acquisition of drainage, utility and road easements as needed, parkland dedication, and drainage fund contributions. Land parcels which were created by platting may not be further subdivided, except as follows:

- a) The parcel was originally platted as an outlot, and there is documentation that the purpose of the creation of the outlot was to permit subsequent replatting; or
- b) All new lots meet the frontage, setback and lot size standards that were in effect for the lots contained in the original plat of the subdivision. If the original subdivision was a PUD or other subdivision category that did not have specific lot sizes, frontages or setback requirements at the time of original platting, then all new lots must be configured and dimensioned in a manner that is not materially different from the lots contained in the

original subdivision, and the overall density per acre which existed at the time of original platting may not be exceeded for the area encompassed by the original plat.¹

Notwithstanding the foregoing, lot splits of any type which are intended merely to adjust existing lot lines, and for combination with adjoining parcels, and which do not create any new buildable parcels, may be approved by the City Council.

¹ For the legislative history (Findings of Fact) which preceded this Code section, see the text of original Ordinance Number 2002-27 (effective 1/5/03).

10-102 Reserved

10-103 Other Requirements Lots subdivided under this section shall be subject to all of the requirements of lots which are subdivided by the traditional platting process in terms of physical characteristics, park dedication fees, and the dedication of easements for road, drainage or utility purposes. When a lot is subdivided and the resulting lots are all five (5) acres or more in size, those lots shall not be required to have access onto a paved public road. The resulting lots from these lot divisions shall still be subject to all of the other lot standards and requirements outlined in this code. City approval of the lot subdivision and of any building permits or certificates of occupancy on the lots may be conditioned upon the property owner entering into a written agreement with the City that commits the property owner to dedicate easements and to waive any challenge to the imposition of special assessments related to future street paving projects on adjacent roads.

10-200 Subdivision by Traditional Platting

10-201 Sequence of Platting Process The following sequence shall be observed in the traditional platting process: Sketch Plan, Preliminary Plat, Final Plat. Each stage shall be reviewed by the Planning Commission and acted upon by the City Council. As used in this code, the acronym "ISTS" refers to "Individual Sewage Treatment System(s)", both in the singular and in the plural.

10-202 Conditions Precedent to Accepting Plat Application At the time of plat application, the applicant shall furnish the following:

- a) A signed consent form executed by an owner of the property to be platted, consenting to the platting and rezoning (if necessary) of the property, and further consenting to be co-liable with the developer for the repayment of any municipal expenses incurred in the plat review process;

Non-Standard Systems shall be used only when the use of a Standard System is infeasible, and when used, shall be constructed in accord with all applicable rules and regulations.

11-450.4 Required SSTS Compliance Inspections

An SSTS compliance inspection (meaning an inspection by a person or entity licensed by the Minnesota Pollution Control Agency to determine compliance with minimum construction standards) shall be required in the following circumstances:

- a) For a new or replacement SSTS;
- b) When altering an existing structure to add a bedroom;
- * c) When a parcel having an Existing System undergoes development, subdivision by platting or lot split.

If an SSTS is found to be noncompliant with minimum construction codes, notice thereof shall be sent by regular US Mail to the property owner.

11-450.5 Inspections and Pumping Required

A. Inspections

Every SSTS shall be inspected at least one time in every three years, provided, that in order to spread the time for review of inspection reports uniformly, the City Administrator may divide the City into three separate reporting groups. The City shall maintain a database which contains a complete inventory of every SSTS in the City, the name and address of the property owner, and such other data about each SSTS as may be available to the City. The inspection shall be performed by the owner of the real estate upon which the SSTS is located, or by the owner's designated inspector. The inspection shall be at the expense of the property owner. Inspections shall include, at a minimum, a thorough evaluation of whether or not any effluent is or has been percolating to the surface of the ground, and each inspection shall also include the following measurements:

- 1) The distance between sludge and the bottom of outlet baffles;
- 2) The distance between scum and the bottom of outlet baffles.

B. Standards, Reporting and Maintenance

Where there is less than 12 inches between sludge and the bottom of outlet baffles, or where the scum line is found to be less than 3 inches above the bottom of outlet baffles, this condition shall be noted on the inspection report. The inspector shall complete an inspection report on forms to be maintained by the City Building Official and shall forward copies to the City Building Official as soon as inspections are complete. Maintenance of SSTS shall be in accord with Minnesota Rules 7080.2450.

distance is greatest. The critical root zone is that area that lies within a radius obtained when the tree diameter at a height 4.5 feet above ground level is measured in inches, and one foot of lineal distance from the trunk is provided for each inch of diameter. No spikes, nails or other objects shall be driven into the bark or trunk of any tree in the process of delineating the protected area. During construction activity involving the pouring of concrete, care shall be taken to avoid spillage of excess concrete or cement that could affect the health of trees.

B. Erosion and Sediment Control All stormwater runoff shall be contained in desiltation ponds prior to discharge into any watershed. Proper erosion control measures shall be taken to insure that stormwater runoff does not carry silt material onto public roads or adjoining properties during or after construction.

C. Drainage Each plat shall have a positive drainage discharge into a local watershed, in a manner which is designed according to accepted engineering principals using a 100-year storm event as the guideline for runoff control.

D. Ponding Each pond constructed for siltation or stormwater containment shall include signage prohibiting trespassing within the drainage easement area. No such pond shall be represented to lot purchasers as being available to the adjoining landowner for recreational purposes or landscaping.

E. Driveways

1) New Dwellings or Structures

Driveways on all lots containing or proposed for new residential dwellings or new structures shall be limited to 30 feet in width on City streets and 24 feet on cul-de-sacs (see Article 11-730), and shall be paved with either concrete or bituminous surfacing, in accord with standards or specifications to be established by the City Engineer. The paving requirements may be reduced by the City's Building Official, after conferring with the City's engineer, to a length of 30 feet from the paved portion of the abutting public street if there is a showing of a special circumstance, such as inordinately long driveway length, which makes literal compliance with this provision unfair or unreasonable.



2) Existing Dwellings or Structures

For any remodeling or other project that requires a building permit, a condition of issuance of the building permit shall be the paving of any existing unpaved or inadequately paved driveway serving garages or accessory buildings on the parcel. If the parcel contains

an existing driveway having adequate pavement, and the property owner agrees to abandon any other unpaved driveways and take access solely from the paved driveway, then no additional paving shall be required. Notwithstanding the foregoing, the Building Official, after conferring with the City's engineer, may shorten the paving requirement to a length of 30 feet from the paved portion of the abutting public street if there is a showing of a special circumstance, such as inordinately long driveway length, which makes literal compliance with this provision unfair or unreasonable. The Building Official may also eliminate paving needs under the following circumstances:

- a) Because of particular topographic conditions, the existence of the driveway poses no immediate threat of erosion that could affect the public road, and poses no immediate threat of siltation flowing onto the public road; or
- b) The driveway is not intended to be used more often than once monthly, and topographic and vegetative conditions are present that are likely to inhibit or preclude erosion or siltation from developing if the limited usage is observed; and
- c) The property owner consents in writing to a license, in recordable form, as follows:

Driveway License Agreement

Agreement, made this ___ day of _____, _____,
between the City of Ham Lake, Minnesota ("City") and
_____ ("Owner");

Recitals

Owner is the owner of the property described on hereto attached Exhibit A, which property abuts a public road, namely _____ . Owner has applied for a permit for activity regulated by City, and has requested a modification of the City's normal requirement for driveway paving. City is willing to grant such an exception on certain conditions.

It is therefore agreed as follows:

1. Surrender of Right of Access

Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit:	Coon Creek Watershed District (CCWD)	County:	Anoka
Applicant Name:	Gerald Mager	Applicant Representative:	Jacobsen Environmental
Project Name:	Mager's Meadows	LGU Project No. (if any):	19-195
Date Complete Application Received by LGU:	10/21/19		
Date of LGU Decision:	12/20/2019		
Date this Notice was Sent:	12/20/19		

WCA Decision Type - check all that apply

<input checked="" type="checkbox"/> Wetland Boundary/Type	<input type="checkbox"/> Sequencing	<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Bank Plan (not credit purchase)
<input type="checkbox"/> No-Loss (8420.0415)	<input type="checkbox"/> Exemption (8420.0420)		
Part: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H	Subpart: <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9		

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area:
Wetland Replacement Type: <input type="checkbox"/> Project Specific Credits: <input type="checkbox"/> Bank Credits:
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve w/Conditions <input type="checkbox"/> Deny <input type="checkbox"/> No TEP Recommendation
--

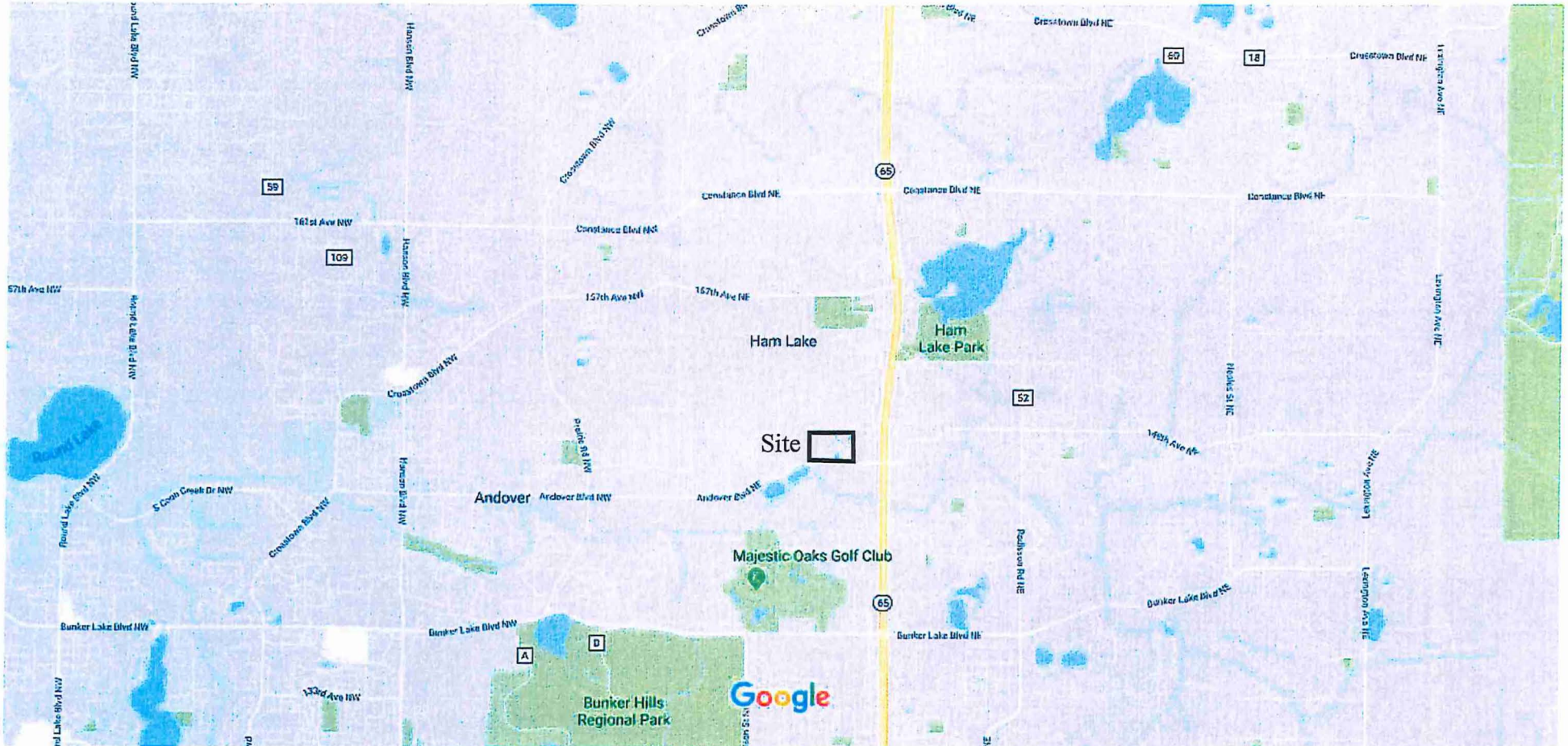
LGU Decision

<input type="checkbox"/> Approved with Conditions (specify below) ¹	<input checked="" type="checkbox"/> Approved ¹	<input type="checkbox"/> Denied
List Conditions:	1. Provide GIS file of wetland boundaries.	
Decision-Maker for this Application: <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Governing Board/Council <input type="checkbox"/> Other:		
Decision is valid for: <input checked="" type="checkbox"/> 5 years (default) <input type="checkbox"/> Other (specify):		

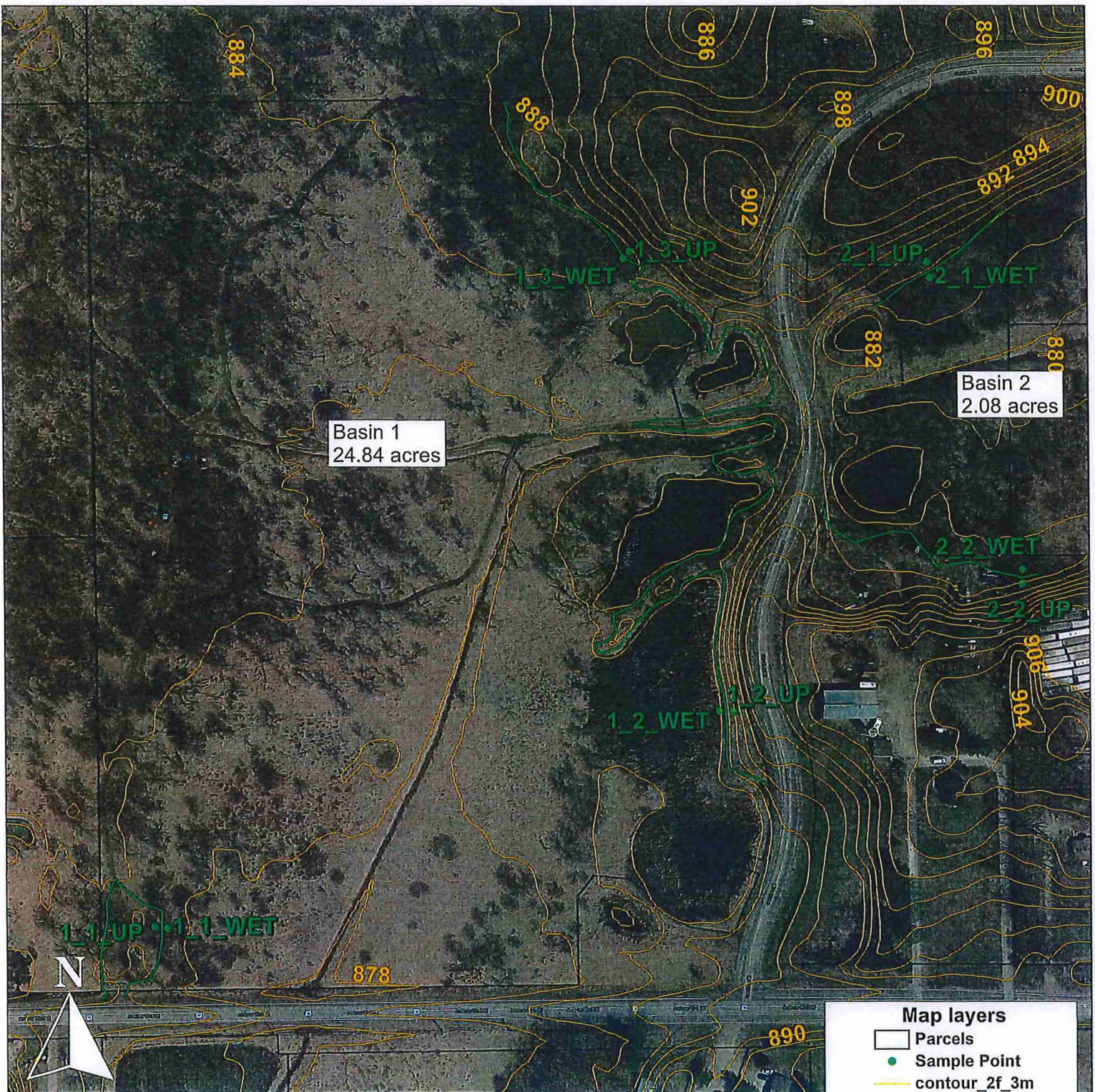
¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

<input checked="" type="checkbox"/> Attachment(s) (specify): Figure 1 – Site Location; Figure 5 – Delineation Map - Revised
<input checked="" type="checkbox"/> Summary: The site is located at 1157 Andover Blvd NE in Ham Lake, Section 29, Township 32N, Range 23W, and covers Anoka County parcel number 29-32-23-22-0001. According to the application, the area reviewed covered approximately 35.23 acres.
On September 24, 2019, a field investigation was conducted. The wetland delineation identified the following wetlands on site.
Wetland 1: Type 2/4/5/6, 25.02 acres
Wetland 2: Type 7, 2.08 acres



Revised Figure 5 Delineation Map



Basin 1
24.84 acres

Basin 2
2.08 acres

Map layers

- Parcels
- Sample Point
- contour_2f_3m
- Wetland Boundary

0 150 300 450
Feet

Meeting Date: March 7th, 2022



CITY OF HAM LAKE

MEMO

To: Mayor and Councilmembers
Denise Webster, City Administrator

From: Andrea Murff, Finance Director

Subject: Discussion of American Rescue Plan Act and Approval of Baker Tilly Contract to Administer Grant Program

Introduction:

In March of 2021, the U.S. Congress adopted the American Rescue Plan Act (ARPA), which included \$65 billion in recovery funds for cities and of the \$65 billion, \$19.53 billion was to be allocated out to non-entitlement units of local government (NEU). A NEU is a jurisdictions with a population below 50,000. The funds are intended to be used for responding to the impacts of COVID-19.

The State of Minnesota received approximately \$377 million to allocate out to its NEU's. In July, the City requested their \$1.776 million allotment and then was notified in December an additional \$58,156.72 of unused funds would be distributed bringing the total amount of ARPA funds to approximately \$1.834 million. These funds are to be paid in two halves, one in 2021 and the other in 2022. The City has received in total \$917,041.90 thus far.

Use of the funds must be for expenditures occurring on or after March 3rd, 2021. The funds must be obligated by December 31st, 2024, and expended by December 31st, 2026.

The funds can be used for the following categories:

- Replace lost public funds
 - In the final rule as of January 2022, recipients can elect to use the Standard Allowance for revenue replacement, not to exceed \$10 million.
 - These funds can be used on any service traditionally provided by government such as:
 - Road Building and maintenance
 - General administration, staff and administrative facilities
 - Provision of public safety service including purchase of fire trucks
- Support the COVID – 19 public health and economic response
- Provide premium pay for eligible workers performing essential work
- Invest in water, sewer, and broadband infrastructure

The funds cannot be used for the following items:

- Offset reductions in net tax revenue
- Extraordinary contributions to a pension fund in order to reduce liability
- No payments to Debt Service or replenish rainy day funds.

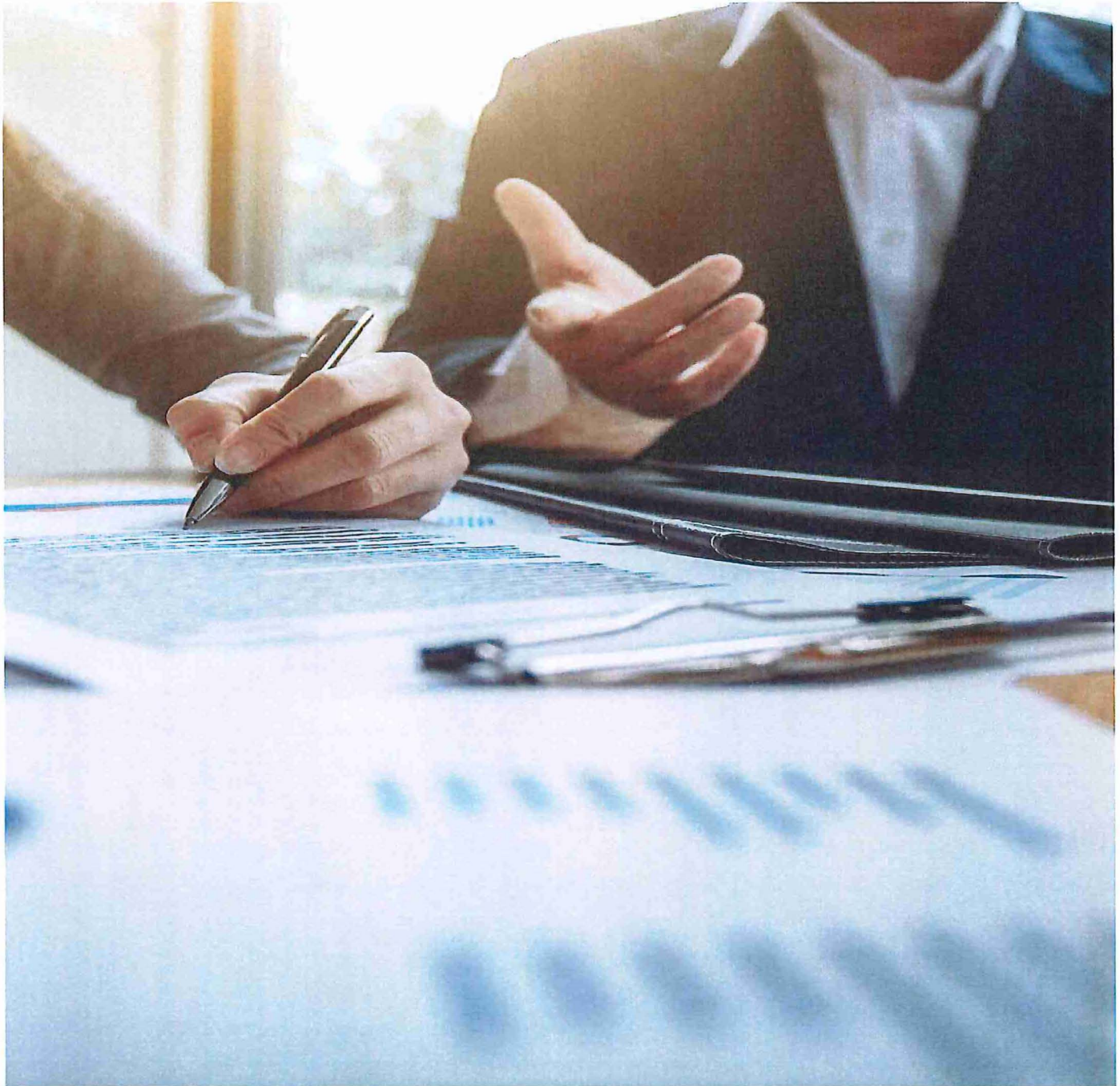
Discussion:

The ARPA committee met and discussed ways to spend the funding, below is a list of potential expenditures pending Attorney Murphy's approval and then full Council approval:

- Grant program for local businesses and non-profits that were greatly affected by the State mandates and shut-down with a total cap on spending of \$400,000 of funds. The grant would give up to \$20,000 of eligible costs to new applicants, up to \$10,000 if eligible costs to applicants who were awarded by the City with CARES funding, and up to \$5,000 for in home businesses. The eligibility would use the same guidelines of the CARES Grant Program.
 - The grant program would be administered by Baker Tilly as in the past. They will write the grant program, create a portal for participants to apply, and send those eligible to the City to review and approve for payment. The cost for this administration is capped at \$39,750, which would be paid using ARPA funding. Attached to the memo is a copy of the Engagement Letter.
- Funding for Fire Apparatuses
- Funding for Storm water project related to road projects

Recommendation:

Approve the Baker Tilly Engagement Letter to administer ARPA Grant program.



City of Ham Lake, MN
COVID-19 Small Business Grant Application Services
February 1, 2022



Baker Tilly US, LLP
380 Jackson Street
St. Paul, MN 55101

bakertilly.com

February 1, 2022

RE: Statement of Work for COVID-19 Small Business Grant Application Services

Dear Ms. Murff,

This engagement letter outlines the understanding between Baker Tilly US, LLP (Baker Tilly) and the City of Ham Lake ("Ham Lake" or "the City") with respect to providing the City of Ham Lake with advisory services for Coronavirus (COVID-19) small business and non-profit grant program administration. The services described in this engagement letter shall be provided under the provisions of our Standard Business Terms and this document which, together, describe our understanding of these services and the terms and conditions upon which Baker Tilly will provide said services.

Project Objectives, Scope and Deliverables

Baker Tilly will provide advisory, program support and application development services to the City to support a small business grant program using State and Local Fiscal Recovery Funds. The total amount of grant funds awarded will not exceed \$500,000. Specifically Baker Tilly can provide the following support:

Program Design and Budget Development

- Meet with City leadership team to finalize a best practice grant program design

Web Portal Development

- Development of a City branded web portal where business applicants can apply for your program and upload their supporting documentation. Upon award, the portal will also enable grantees to digitally sign a certification indicating that they accept the funds and will use them in alignment with program guidelines.
- Deliverable: Small business grant application web portal with a link that can be posted to the City website.

Program Management Support

- Host up to two virtual meetings to provide an overview to small businesses/non-profits of the program and how to use the web portal
- Development of a Frequently Asked Questions (FAQ) for the City to distribute to applicants
- Up to 15 hours of support during the grant application period to help the City respond to questions (we also recommend having an internal City representative set aside time to assist with inquiries during the application period). Baker Tilly will respond to inquiries within two business days.
- Initial review of applications to determine if they meet the City's minimum program criteria previously set forth by the City. Baker Tilly will make a recommendation to the City regarding which applications can be funded. The City will make all final decisions regarding grantawards.

- Regular review and reporting on grant awardees who have accepted awards so that City can issue payment
- Regular review and reporting of grant awardees who have fulfilled any post award reporting requirements. Monitoring of grantees who have not completed reporting activities.
- Final file of all grantees and supporting documentation for City retention in accordance with funding program guidelines

Assumptions

- The City will provide an assigned point of contact to help coordinate engagement activities, including documentation requests, and scheduling interviews for the Baker Tilly engagement team.
- All required information and personnel necessary for engagement objectives and tasks to be achieved will be made available to Baker Tilly in a timely manner.
- Baker Tilly will conduct the work remotely utilizing Zoom for conference calls and meetings where possible.
- Baker Tilly will not advertise the grant program on behalf of the City.
- If engaged to assist the City with an initial review of applications, Baker Tilly will only determine if the applicant meets the minimum requirements of the program as set forth by City in accordance with applicable law. This work will be reviewed and approved by a designated representative of the City. Baker Tilly will not make the final determination on if an applicant will receive a program award or the amount of any award. All final determinations regarding eligibility of applicants will be made by City. Baker Tilly shall have no liability to City, any applicant, or any other third party based on approval or denial of the loan award and City shall indemnify and hold harmless Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) arising from or relating to any such claims.
- Baker Tilly will not issue payments to grantees on behalf of the City
- The web portal will not require applicants to submit banking information but can prompt applicants to submit a physical address where a check may be sent.
- Under this Statement of Work, the information in the web portal will not be maintained past 12/31/2022. All data and files will be downloaded to a .zip file and provided to the City prior to that expiration date. If the City wishes for Baker Tilly to continue to host the portal past 12/31/2022, or would like to begin hosting the application directly through the web development platform, those services will be outlined in a separate statement of work.
- Baker Tilly will develop up to two iterations of the grant program (i.e. if the City wanted to close the application period and then reopen it later that would count as two iterations).

Terms and Conditions

The terms and conditions applicable to this engagement are further delineated below and in the attached terms and conditions. Acceptance of this engagement letter is considered to be acceptance of the attached terms and conditions in their entirety, unless otherwise agreed to by both parties to this engagement letter. To the extent there is a conflict between the terms of this SOW and the attached terms and conditions, the terms of the SOW will control.

City shall treat all grant applicant information collected and received through the Services in accordance with all applicable laws and regulations, including applicable data privacy laws.

In addition to the limitations of liability set forth in the standard terms, Baker Tilly shall have no liability for any claims relating to or arising out of (a) fraudulent grant application materials submitted by applicants; (b) any applicants failure to complete the grant process; or (c) any applicant's failure to abide by the grant process requirements.

Timing

We will work with the City to coordinate a timing of these services with the ability to begin work upon execution of this Statement of Work.

Fees and Expenses

The services and deliverables outlined within the Statement of Work will be delivered for a not-to-exceed fee of \$39,750. We will only invoice the City for actual work performed. We will provide monthly invoicing and detailed tracking of all expenses related to the services contemplated herein. Our standard hourly rates range from \$125-\$350/hour depending upon level of staff utilized for a given task execution.

Task	Not-to-Exceed Hours	Not-to-Exceed Fee
Program Design and Budget Development	20	\$3,500
Web Portal Development	50	\$10,000
Program Management Support	140	\$26,250
Total	210 hours	\$39,750

Our invoices for fees and expenses will be rendered monthly as work progresses and are payable upon receipt. In accordance with our firm policies, work may be suspended if your account becomes overdue. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. You have the ability to terminate our services at any time.

If you agree with the foregoing terms under which we will be providing our services, including the attached terms and conditions, please sign and return the enclosed SOW. We are pleased to have the opportunity to serve you. If you have any questions, please contact us.

Very truly yours,

BAKER TILLY US, LLP

Baker Tilly US, LLP

February 1, 2022

READ AND ACCEPTED:

City of Ham Lake, MN

Signature

Title

Date

Baker Tilly US, LLP

Standard Business Terms (cont.)

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly US, LLP ("Baker Tilly", "we", "us" or "our") set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and (a) designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure or (b) that should reasonably be understood under the circumstances to be non-public information of the Disclosing Party, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries; provided Baker Tilly remains responsible for disclosures of confidential information of Client in breach of this Agreement by its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so, so long as such documentation are afforded the protections to Client's confidential information set forth in Section 1.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any non-conformance of the Deliverables with such requirements ("Non-conformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Non-conformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon

date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be made in detailed writing. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

(c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty; provided the foregoing limitation shall not apply where Baker Tilly is found to have committed fraud, willful misconduct or gross negligence. Client must make a claim for breach of warranty in writing within six (6) months of the date that the Services to be performed with respect to a particular Statement of Work have been completed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly, except where Client's alterations are necessary to mitigate damages caused by Baker Tilly's actions or inactions in connection with its performance of the Services. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that six-month period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

(e) This section 5 is Baker Tilly's only warranty concerning the services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, non-infringement, or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and ALL other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct, fraudulent behavior or gross negligence of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the

Baker Tilly US, LLP Standard Business Terms (cont.)

negligence of either party. Additionally, in no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages DELAYS, INTERRUPTIONS, OR VIRUSES arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to Client's use of the Deliverables, except to the extent such third-party claim is based on the alleged gross negligence, willful misconduct, or fraudulent conduct of Baker Tilly.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process (arising from Baker Tilly's work for the Client) to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorneys fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not, to the knowledge of Client at the time such information is provided, complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Baker Tilly or others, but excluding Baker Tilly's fraudulent behavior, willful misconduct and gross negligence), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Agreement must be commenced within twelve (12) months after the completion of the Statement of Work that provides for the Services for which the action is brought, without consideration as to the time of discovery of any claim.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Data Privacy and Security

(a) To the extent the Services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing services hereunder. Applicable privacy laws may include any local, state, federal, or international laws, standards, guidelines, policies, or regulations governing the collection, use, disclosure, sharing, or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service

Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein.

(b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers.

Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes, or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

(c) Baker Tilly does not treat de-identified data or aggregate consumer information as personal data or personal information, and we reserve the right to convert Client personal data or personal information into de-identified data or aggregate consumer information for our own purposes. As a benefit of benchmarking your Company to others in your industry, you allow us to enter your confidential accounting and/or financial data into the third party benchmarking software that we utilize. By signing this Engagement Letter, you expressly authorize us to make such disclosure of your confidential accounting and/or financial data, as we may elect within our discretion, with the understanding that, in doing so, you will not be specifically identified.

Section 9. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable and documented costs associated with any termination.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 10. Dispute Resolution

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the

Baker Tilly US, LLP Standard Business Terms (cont.)

city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 11. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("**Force Majeure Event**"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 12. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 11.

Section 13. Notices

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 14. Miscellaneous

(a) This Agreement and any Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Minnesota. Both parties consent to the personal jurisdiction of the state and federal courts located in Minnesota.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

(k) Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgement:

The Business Terms above correctly sets forth the understanding of the Client.

Accepted by:

Signature: _____

Title: _____

Date: _____

Meeting Date: March 7, 2022



**CITY OF HAM LAKE
STAFF REPORT**

To: Mayor and Councilmembers

From: City Administrator Webster, Councilmember Kirkeide and Engineer Collins

Subject: Discussion of Sunrise River and Upper Rum River Watershed Management Organizations Budgets and consideration of levying for the Watersheds

Introduction/Discussion:

Myself, Councilmember Kirkeide and Engineer Collins met with the City of Columbus Councilmember Janet Hegland and Jamie Schurbon, Watershed Projects Manager with Anoka Conservation District to discuss the current budgeting formula for the Sunrise River Watershed Management Organization.

Councilmember Hegland stated that the City of Columbus has had the same concerns as the City of Ham Lake regarding the funding formula, as the City of Columbus is also part of three Watersheds, Coon Creek Watershed District, Rice Creek Watershed District and Sunrise River Watershed Management Organization.

Councilmember Hegland shared that the City of Columbus decided to levy for the properties that are located within the Sunrise River Watershed Management Organization, just as the Coon Creek Watershed District does. Because of levying for the Watershed, the budget is paid through the levy and not through the City's General Fund.

There was also discussion of the need to update the Joint Powers Agreement (JPA). The cost for each cities portion to update the JPA would be no more than \$2,000.

Recommendation:

The City Council needs to consider if they would like to levy for both the Sunrise River and Upper Rum River Watershed Management Organizations and pay for their portion of the update of the JPA not to exceed \$2,000.