

CITY OF HAM LAKE

15544 Central Avenue NE
Ham Lake, Minnesota 55304
(763) 434-9555
info@ci.ham-lake.mn.us

CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY AGENDA MONDAY, JUNE 17, 2024

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

2.0 PUBLIC COMMENT

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS

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

3.2 6:01 P.M. – Public Hearing – For citizens to have an opportunity to give written or oral input to reduce or eliminate pollutants from storm water runoff as part of the National Pollutant Discharge Elimination Systems (NPDES)

3.3 6:01 P.M. – Public Hearing – to consider a proposed project on behalf of Vista Prairie at Eagle Pointe, LLC, and the issuance of revenue bonds under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 through 469.165 and adoption of a Resolution

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 June 3, 2024 and Budget Workshop Meeting minutes of June 3, 2024

4.2 Approval of claims

4.3 Approval of an Exempt Permit for Robert & Wilma Burbach Bike Foundation to hold a raffle on September 14, 2024 at 16501 Buchanan Street NE

4.4 Approval of hiring Absentee Voting Election Staff

4.5 Approval of hiring summer seasonal employee in Public Works

4.6 Approval of a Resolution scheduling a public hearing to vacate a portion of the drainage and utility easements at 3717 165th Avenue NE (Lot 13, Block 4, Constance Estates)

4.7 Approval of a Resolution requesting the use of Anoka County Housing and Redevelopment Authority (HRA) funds for the completion of the 2040 Comprehensive Plan

4.8 Approval of lease agreement for Postage Meter

4.9 Approval of the Outdoor Lighting Energy and Maintenance Agreement for street lights in Swedish Chapel Estates

5.0 PLANNING COMMISSION RECOMMENDATIONS

5.1 Jeff Stalberger, MN Developments LLC, requesting Preliminary Plat approval and rezoning from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) of the plat Swedish Chapel Estates located at 2506 Swedish Drive NE (47 Single Family Residential lots and 3 outlots) in Section 4 (this is considered the first Reading of a rezoning Ordinance)

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES – None

8.0 CITY ATTORNEY

8.1 Discussion of the First Reading of an Ordinance amending Article 7-1200 Lawful Gambling, relating to Conditions and Organizations Eligible for License

9.0 CITY ENGINEER

10.0 CITY ADMINISTRATOR

11.0 COUNCIL BUSINESS

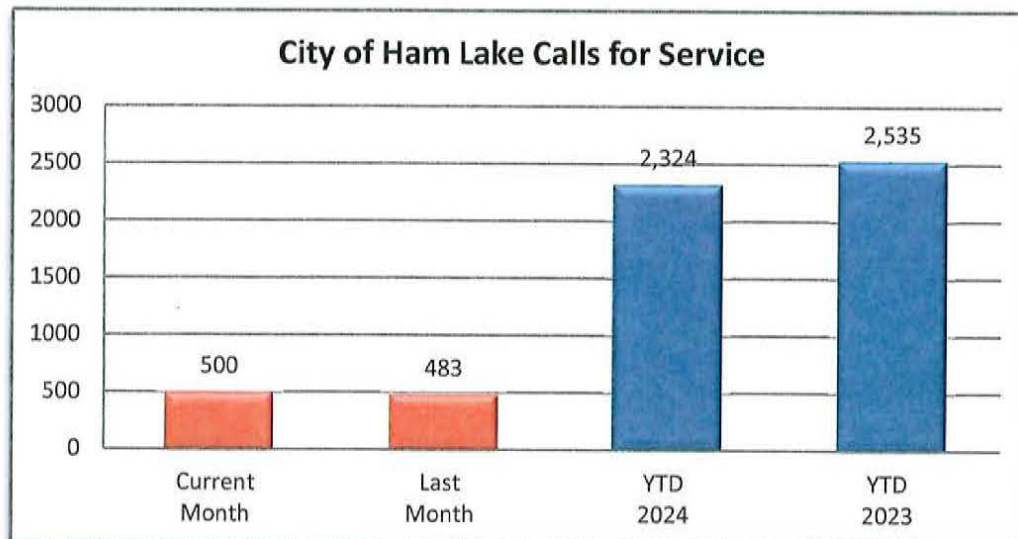
11.1 Committee Reports

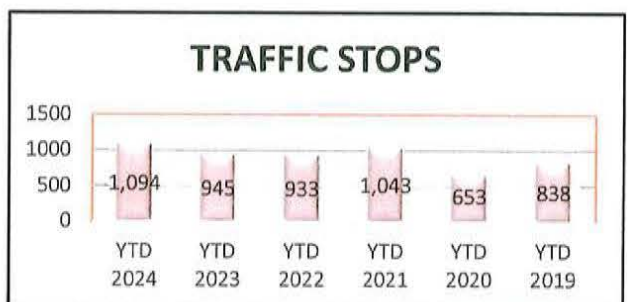
11.2 Announcements and future agenda items

PATROL DIVISION

CITY OF HAM LAKE - JANUARY - MAY 2024

OFFENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD 2024	YTD 2023
Call for Service	453	442	446	483	500								2,324	2,535
Burglaries	0	2	0	1	1								4	6
Thefts	17	12	5	9	8								51	51
Crim Sex Conduct	0	0	0	0	0								0	0
Assault	1	5	0	2	3								11	15
Dam to Property	1	3	5	3	2								14	7
Harass Comm	0	0	0	1	0								1	0
PI Accidents	3	2	5	5	8								23	29
PD Accidents	24	21	30	22	39								136	145
Medical	58	47	63	79	72								319	300
Animal Complaint	25	18	30	27	27								127	145
Alarms	31	23	26	18	32								130	125
Felony Arrests	1	8	1	3	3								16	14
GM Arrests	2	5	4	4	6								21	28
Misd Arrests	5	6	6	5	7								29	25
DUI Arrests	2	3	2	2	5								14	15
Drug Arrests	0	2	1	3	2								8	6
Domestic Arrests	0	1	0	2	3								6	8
Warrant Arrests	9	3	2	6	1								21	26
Traffic Stops	227	224	219	203	221								1,094	945
Traffic Arrests	71	64	78	59	64								336	225





Priority	Description
0	L0-Highest Priority
1	L1-Emergency
2	L2-Urgent
3	L3-Priority
4	L4-Report
5	L5-Non Priority
6	L6-Phone Call
7	L7-Lowest Priority

Problem Type	Priority								Total
	0	1	2	3	4	5	6	7	
911	0	0	18	0	0	0	0	0	18
Abandon	0	0	0	0	0	1	0	0	1
Abuse	0	0	0	0	0	0	0	0	0
AbuseP	0	0	0	0	0	0	0	0	0
AlarmB	0	0	0	30	0	0	0	0	30
AlarmCO	0	0	0	1	0	0	0	0	1
AlarmCOIll	0	0	0	0	0	0	0	0	0
AlarmF	0	0	0	1	0	0	0	0	1
AlarmSmoke	0	0	0	0	0	0	0	0	0
AlarmHoldup	0	0	0	0	0	0	0	0	0
AlarmV	0	0	0	0	0	0	0	0	0
AlarmWF	0	0	0	0	0	0	0	0	0
Animal	0	0	0	0	0	14	4	0	18
AnimalResc	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0
Assault	0	0	0	0	1	0	0	0	1
AssaultP	0	0	0	0	0	0	0	0	0
Boat Assist	0	0	0	0	0	0	0	0	0
Bomb	0	0	0	0	0	0	0	0	0
BombP	0	0	0	0	0	0	0	0	0
Broadcast	0	0	0	0	0	0	0	0	0
Burg	0	0	0	0	1	0	0	0	1
BurgP	0	0	1	0	0	0	0	0	1
Civil	0	0	0	0	0	1	1	0	2
CivilP	0	0	0	0	0	0	0	0	0
CSC	0	0	0	0	0	0	0	0	0
Debris	0	0	0	0	0	6	0	0	6
Deer	0	0	0	0	0	8	1	0	9
Disorderly	0	0	0	2	0	0	0	0	2
Dom	0	0	0	16	1	1	17	0	35
DomP	0	6	0	0	0	0	0	0	6
Drugs	0	0	0	0	0	0	1	0	1

Traf	0	0	0	0	0	27	4	0	31
Tres	0	0	0	0	0	1	0	0	1
UNK	0	0	0	0	0	0	0	0	0
Unsecure	0	0	0	0	0	0	0	0	0
Vand	0	0	0	0	0	2	0	0	2
VandP	0	0	0	0	0	0	0	0	0
VehTheft	0	0	0	0	0	0	0	0	0
VehTheftP	0	0	0	0	0	0	0	0	0
Weapon	0	0	0	0	0	0	0	0	0
Weather	0	0	0	0	0	0	0	0	0
Welfare	0	0	0	0	0	13	0	0	13
WelfareP	0	0	0	2	0	0	0	0	2
Wfr	0	0	0	5	0	0	0	0	5
Total	18	65	24	72	45	160	95	21	500

Go Back

Close

Voice your concerns on City storm water treatment June 17th

The City of Ham Lake obtained a National Pollutant Discharge Elimination System permit from the Minnesota Pollution Control Agency (MPCA), which addresses areas to reduce or eliminate pollutants from storm water runoff.

An important component of Ham Lake's permit is public education and outreach. Citizens are invited to participate in an annual public meeting and to report concerns or illicit discharges to City staff.

This meeting allows citizens an opportunity to give written or oral input on the program. The City must consider these suggestions and make appropriate adjustments to the program when submitting its annual report to the MPCA.

The meeting will be held at 6:01 p.m. on June 17, 2024, at the Ham Lake City Council meeting. The public is encouraged to submit written comments/concerns on the Storm Water Pollution Plan by June 20, 2024 to City Hall, 15544 Central Avenue NE, Ham Lake MN 55304.

A copy of the SWPPP will be available for review at City Hall or from the City website - www.ci.ham-lake.mn.us - under Services and Water/Stormwater.

For more information, contact the City at (763) 434-9555.

NOTICE OF PUBLIC HEARING

CITY OF HAM LAKE, MINNESOTA

NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF REVENUE NOTES UNDER MINNESOTA STATUTES, CHAPTER 462C AND SECTIONS 471.59 AND 471.656, AS AMENDED, FOR THE BENEFIT OF VISTA PRAIRIE AT EAGLE POINTE, LLC

NOTICE IS HEREBY GIVEN that the City Council of the City of Ham Lake, Minnesota (the "City Council"), will hold a public hearing on Monday, June 17, 2024, at or after 6:01 p.m. at City Hall, located at 15544 Central Avenue NE in the City, to consider a proposal that the City approve and authorize the issuance of one or more series of tax-exempt or taxable revenue notes (the "Note") in the aggregate principal amount estimated not to exceed \$10,000,000, all under Minnesota Statutes, Chapter 462C, as amended (the "Act"), and Minnesota Statutes, Sections 471.59 and 471.656, as amended, for the benefit of Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, or any of its affiliates (collectively, the "Borrower"). The sole member of the Borrower is the Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities. The proceeds of the Note, along with other available funds and proceeds of other revenue notes, will be used by the Borrower to (i) finance a portion of the costs of the acquisition, construction, and equipping of an approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the "Project"); (ii) finance capitalized interest during the construction of the Project, if necessary; (iii) fund any required reserve funds; and (iv) pay costs of issuance of the Note. The Project will be owned and operated by the Borrower.

Following the public hearing, the City Council will consider adoption of a resolution approving the issuance of the Note by the City and approving a housing program prepared for the Project in accordance with the Act.

The Note will not constitute a charge, lien or encumbrance upon any property of the City except its interest in the Project and revenues to be paid by the Borrower. The Note will be a special, limited revenue obligation of the City, payable solely from the revenues expressly pledged to the payment thereof, will not constitute a general or moral obligation of the City, and will not be a charge against the general credit or taxing powers of the City, but will be payable solely from revenues or collateral to be paid or provided by the Borrower payable under revenue agreements.

At the time and place fixed for the public hearing, the City will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may file written comments respecting the proposal with the City Administrator at or prior to the public hearing.

Dated: May 31, 2024

BY ORDER OF THE CITY COUNCIL OF THE
CITY OF HAM LAKE, MINNESOTA

/s/ Denise Webster
City Administrator
City of Ham Lake, Minnesota

CITY OF HAM LAKE, MINNESOTA

RESOLUTION NO. 24-XX

RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE OBLIGATIONS FOR THE BENEFIT OF VISTA PRAIRIE AT EAGLE POINTE, LLC; APPROVING THE EXECUTION OF THE REVENUE OBLIGATIONS AND RELATED DOCUMENTS; AND TAKING OTHER ACTIONS WITH RESPECT THERETO

BE IT RESOLVED by the City Council of the City of Ham Lake, Minnesota (the “City”) as follows:

Section 1. Recitals.

1.01. Minnesota Statutes, Chapter 462C, as amended (the “Act”), authorizes cities to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance multifamily housing developments (including independent living, assisted living, and memory care facilities).

1.02. Pursuant to Minnesota Statutes, Section 471.656, as amended, a municipality may issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units.

1.03. Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, or any of its affiliates (collectively, the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the “Sole Member”), has proposed that the City issue one or more series of tax-exempt or taxable revenue obligations (the “City Note”) in an estimated aggregate principal amount not to exceed \$10,000,000. The Borrower has proposed to apply the proceeds of the City Note, along with the proceeds of revenue notes proposed to be issued by the City of St. Francis, Minnesota (the “City of St. Francis”) in an estimated aggregate principal amount not to exceed \$11,000,000 (the “St. Francis Notes”) and the City of Nowthen, Minnesota (the “City of Nowthen”) in an estimated aggregate principal amount not to exceed \$10,000,000 (the “Nowthen Note,” and collectively with the City Note and the St. Francis Notes, the “Notes”), to finance all or a portion of the costs of the acquisition, construction, and equipping of an approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the “Project”), which will be owned and operated by the Borrower.

1.04. On May 6, 2024, following a duly noticed public hearing, the City Council of the City of St. Francis adopted a resolution approving, among other things, the issuance of the City Note by the City and the Nowthen Note by the City of Nowthen to finance the Project, in accordance with Minnesota

Statutes, Sections 471.59 and 471.656, as amended (the "Joint Powers Act"), and the execution and delivery of a Cooperative Agreement (the "Cooperative Agreement") with the City and the City of Nowthen to satisfy the requirements of the Joint Powers Act.

1.05. In accordance with the Act, the City of St. Francis, the City, and the City of Nowthen have prepared a joint housing program (the "Housing Program"), which authorizes the issuance of the Notes by the City of St. Francis, the City, and the City of Nowthen to finance the Project; the Housing Program was submitted to Metropolitan Council for its review and comment.

1.06. The Sole Member has represented to the City that it is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code. The Borrower is a disregarded entity of the Sole Member.

1.07. Under Section 147(f) of the Code, prior to the issuance of the City Note, the City Council must conduct a public hearing after one publication of notice in a newspaper circulating generally in the City at least seven (7) days before the hearing, and under Section 462C.04, subdivision 2 of the Act, a public hearing must be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City at least fifteen (15) days before the hearing.

1.08. On the date hereof, the City Council conducted a public hearing on the Project, the Housing Program, and the issuance of the City Note, at which a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, and the proposed issuance of the City Note. As required by Section 462C.04, subdivision 2 of the Act and Section 147(f) of the Code, notice of the hearing was published in the *Star Tribune*, the official newspaper of and a newspaper circulating generally in the City, at least fifteen (15) days before a meeting of the City Council on the date hereof.

1.09. The City Note is to be issued under the terms of this resolution. Sunrise Banks, National Association, a national banking association (the "Lender"), has agreed to purchase the City Note pursuant to a Note Purchase Agreement (the "Note Purchase Agreement") between the City, the Borrower, and the Lender. The proceeds derived from the sale of the City Note (the "Loan") are to be loaned by the City to the Borrower pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the City and the Borrower, and the proceeds of the City Note will be applied by the Borrower to (i) finance a portion of the costs of the acquisition, construction, and equipping of the Project; (ii) finance capitalized interest on the City Note, if necessary; (iii) finance any required reserves; and (iv) pay the costs of issuing the City Note. The proceeds of the City Note will be disbursed pursuant to the terms of the Loan Agreement and a disbursing agreement between the Borrower and the Lender and any other parties named therein (the "Disbursing Agreement").

1.10. The loan repayments required to be made by the Borrower under the terms of the Loan Agreement and certain other rights will be assigned to the Lender under the terms of an Assignment of Loan Agreement (the "Assignment") between the City and the Lender.

1.11. In consideration of the Loan by the City and to secure the payment of its obligations under the Loan Agreement and the principal of, premium, if any, and interest on the City Note when due, the Borrower will execute and deliver a mortgage document granting a mortgage lien on certain property of the Borrower (the "Mortgage") in favor of the Lender, and the Loan will be further secured by, among other documents, a security agreement and one or more guaranties (collectively with the Mortgage, the "Security Documents").

1.12. The principal of, premium, if any, and interest on the City Note (i) shall be payable solely from the revenues pledged and otherwise available therefor; (ii) shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; (iii) shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; and (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than the City's interest in the Loan Agreement.

Section 2. Housing Program. The Housing Program, in the form substantially on file with the City, is hereby approved.

Section 3. City Note.

3.01. For the purposes set forth above, there is hereby authorized the issuance, sale, and delivery of the City Note in an aggregate principal amount not to exceed \$10,000,000. The City Note shall bear interest at a rate or rates designated by the terms of the City Note, and shall be designated, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the form of the City Note now on file with the City, with the amendments referenced herein. The City hereby authorizes all or a portion of the City Note to be issued as a "tax-exempt bond" the interest on which is not includable in gross income for federal and State of Minnesota income tax purposes.

3.01. All of the provisions of the City Note, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The City Note shall be substantially in the form now on file with the City, which form is hereby approved, with such necessary and appropriate variations, omissions, and insertions as the Mayor and the City Administrator, in their discretion, shall determine. The Mayor and the City Administrator are authorized and directed to prepare the City Note, and the City Note shall be delivered to the Lender. The execution of the City Note with the manual or facsimile signatures of the Mayor and the City Administrator and the delivery of the City Note by the City shall be conclusive evidence of such determination. The City Council of the City hereby authorizes and directs the Mayor and the City Administrator to execute and deliver the City Note.

3.02. The City Note shall be a special, limited obligation of the City, and the principal of, premium, if any, and interest on the City Note shall be payable solely from the proceeds of the City Note, the revenues derived from the Borrower pursuant to the terms of the Loan Agreement and the security provided by the Borrower in accordance with the terms of the Loan Agreement, the Security Documents, the other related loan documents described in the Loan Agreement, and any and all other security of any kind or nature provided by the Borrower to the Lender.

3.03. As provided in the Loan Agreement, the City Note shall not be payable from or charged upon any funds other than the revenues pledged to its payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the City Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the City Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Lender under the Assignment. The City Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which will be assigned to the Lender under the Assignment. The City Note shall recite that the City Note is issued pursuant to the Act and that the City Note, including interest and premium, if any, thereon, is payable solely from the revenues and assets pledged to the payment thereof, and the City Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

3.04. The City Note is hereby designated a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

Section 4. Agreements. The Mayor and the City Administrator are hereby authorized and directed to execute and deliver the Loan Agreement, the Assignment, the Note Purchase Agreement, and the Cooperative Agreement. All of the provisions of the Loan Agreement, the Assignment, the Note Purchase Agreement, and the Cooperative Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Loan Agreement, the Assignment, the Note Purchase Agreement, and the Cooperative Agreement shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination.

Section 5. Disbursements of Proceeds of City Note. The proceeds of the City Note shall be disbursed in accordance with the terms of the Loan Agreement and the Disbursing Agreement.

Section 6. Other Documents. The Mayor and the City Administrator are hereby authorized to execute and deliver, on behalf of the City, such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the City Note, including one or more certificates of the City, an endorsement of the City to the tax certificate of the Borrower, an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, and all other documents and certificates as shall be necessary and appropriate in connection with the issuance, sale, and delivery of the City Note. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel to the City (“Bond Counsel”) to prepare, execute, and deliver its approving legal opinion with respect to the City Note.

Section 7. The City and Its Officers, Employees, and Agents.

7.01. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the City Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City or by such members of the City Council, or such officers, board, body, or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

7.02. No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council, or any officer, agent, or employee of the City in that person’s individual capacity, and neither the City Council nor any officer or employee executing the City Note shall be liable personally on the City Note or be subject to any personal liability or accountability by reason of the issuance thereof.

7.03. No provision, covenant, or agreement contained in the aforementioned documents, the City Note, or in any other document relating to the City Note, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the City Note, as provided therein.

7.04. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any holder of the City Note, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any holders from time to time of the City Note.

Section 8. Severability. In case any one or more of the provisions of this resolution, other than the provisions contained in Section 3.02 hereof, or of the aforementioned documents, or of the City Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the City Note, but this resolution, the aforementioned documents, and the City Note shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

Section 9. Validity of the City Note. The City Note, when executed and delivered, shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the City Note and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the City Note, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

Section 10. Authorization for Other Acts. The officers of the City, Bond Counsel, other attorneys, engineers, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the City Note for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the City Note, the aforementioned documents and this resolution. In the event that for any reason the Mayor is unable to carry out the execution of any of the documents or other acts provided herein, any persons delegated the duties of the Mayor shall be authorized to act in the capacity of the Mayor and undertake such execution or acts on behalf of the City with full force and effect, which execution or acts shall be valid and binding on the City. If for any reason the City Administrator is unable to execute and deliver the documents referred to in this resolution, such documents may be executed by any person delegated the duties of the City Administrator, with the same force and effect as if such documents were executed and delivered by the City Administrator.

Section 11. Payment of Costs. The Borrower has agreed to pay directly or through the City any and all costs paid or incurred by the City in connection with the transactions authorized by this resolution, whether or not the City Note is issued.

Section 12. Payment of City's Administrative Fee. The Loan Agreement will require the Borrower to pay the City's administrative fee as a conduit bond issuer when the City Note is issued.

Section 13. Post-Issuance Compliance Policy. Under Sections 103 and 140 to 150 of the Code and related regulations, the City is required to take certain actions after the issuance of tax-exempt bonds to ensure that interest on such bonds remains tax exempt. There has been presented before the City Council a Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the "Policy"), which constitutes the City's written procedures regarding how the City will carry out its bond compliance responsibilities with respect to the City Note and other obligations that may be issued by the City on a tax-exempt basis. For all conduit bonds, including but not limited to the City Note, issued by the City, the City shall rely on the conduit bond borrower to perform or cause to be performed the duties laid out in this policy. The City Council hereby approves the Policy in substantially the form on file with the City.

Section 14. Effective Date. This resolution shall be in full force and effect from and after its passage.

Adopted on the 17th day of June, 2024, by the City Council of the City of Ham Lake, Minnesota.

Mayor

ATTEST:

City Administrator



Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

\$10,000,000
City of Ham Lake, Minnesota
Senior Housing Revenue Note
(Vista Prairie at Eagle Pointe Project)
Series 2024C

We have acted as Bond Counsel in connection with the authorization, issuance, and sale by the City of Ham Lake, Minnesota (the "Issuer") of its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C (the "Series 2024C Note"), in the original aggregate principal amount of \$10,000,000. The Series 2024C Note bears a date of original issue as of the date of this opinion. The Series 2024C Note matures, bears interest at the rates, and is subject to redemption, at the times, in the manner, and upon the terms provided in the Series 2024C Note. Any capitalized terms used herein that are otherwise not defined shall have the meaning assigned to such terms in the Loan Agreement, dated as of June 1, 2024 (the "Loan Agreement"), between the Issuer and Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the "Borrower"), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the "Sole Member").

For the purpose of rendering this opinion, we have examined (i) a certified copy of the resolution adopted by the City Council of the Issuer on June 17, 2024 (the "Note Resolution") authorizing the issuance of the Series 2024C Note; (ii) an executed counterpart of the Loan Agreement; (iii) an executed counterpart of the Assignment of Loan Agreement, dated as of June 1, 2024 (the "Assignment of Loan Agreement"), between the Issuer and Sunrise Banks, National Association, a national banking association (the "Lender"); (iv) an executed counterpart of the Cooperative Agreement, dated as of June 1, 2024 (the "Cooperative Agreement"), between the Issuer, the City of St. Francis, Minnesota, and the City of Nowthen, Minnesota; (v) the Series 2024C Note; (vi) the opinion of even date herewith of Best & Flanagan LLP, Minneapolis, Minnesota, as counsel to the Borrower and the Sole Member; and (vii) such other documents as we deemed relevant and necessary in rendering this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer, the Borrower, and the Sole Member contained in the Loan Agreement, and certain other documents, instruments, and certificates executed and delivered on the date hereof, and upon the certified proceedings of the Issuer and other certifications of public officials furnished to us and certifications by officers of the Borrower (including but not limited to certifications as to the use of the proceeds of the Series 2024C Note) without undertaking to verify the same by independent investigation. To the extent that the opinions rendered herein are dependent on the organization and operation of the Sole Member as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and exempt from federal income taxation under Section 501(a) of the Code and as to the characterization of the activities of the Borrower and the Sole Member in connection with the use of the facilities financed with the proceeds of the Series 2024C Note as activities that do not constitute an unrelated trade or business under Section 513(a) of the Code, we are relying on the representations of the

Borrower and the Sole Member and the opinion of even date herewith of Best & Flanagan LLP, Minneapolis, Minnesota, as counsel to the Borrower and the Sole Member.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Series 2024C Note, and we express no opinion relating thereto.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and federal laws (which excludes any pending legislation which may have a retroactive effect prior to the date hereof), regulations, rulings and judicial or other decisions, it is our opinion that:

1. The Issuer is a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota, with authority under Minnesota Statutes, Chapter 462C, as amended, and Minnesota Statutes, Sections 471.59 and 471.656, as amended, to issue and sell the Series 2024C Note, to loan the proceeds thereof to the Borrower pursuant to the Loan Agreement, and to pledge the loan repayments and certain other interests in the Loan Agreement to the Lender pursuant to the terms of the Assignment of Loan Agreement to secure the Series 2024C Note. The Issuer has full power and authority to enter into and perform its obligations and execute and deliver the Series 2024C Note, the Loan Agreement, the Assignment of Loan Agreement, and the Cooperative Agreement (collectively, the "Note Documents").

2. The Series 2024C Note has been duly and validly authorized, executed, and delivered by the Issuer, and is a valid and binding special, limited obligation of the Issuer, secured by and entitled to the benefits provided in the Series 2024C Note and the Note Resolution. The Series 2024C Note is not a general or moral obligation of the Issuer within the meaning of any constitutional or statutory limitation, and does not constitute or give rise to a pecuniary liability of the Issuer and does not constitute a charge against the general credit or taxing powers of the Issuer, but is payable solely from the revenues pledged to the payment thereof in accordance with the provisions of the Loan Agreement and the other documents executed in connection with the issuance of the Series 2024C Note pursuant to the terms of the Loan Agreement. By the Assignment of Loan Agreement, the Issuer has validly assigned to the Lender, and granted to the Lender a security interest in, the Issuer's interest in the Loan Agreement (except certain retained rights of the Issuer to payment of fees and expenses, to indemnification, and to other rights of the Issuer).

3. The Note Documents have been duly and validly authorized, executed, and delivered by the Issuer and, assuming due authorization, execution, and delivery by the other parties thereto, are valid instruments legally binding on the Issuer and legally enforceable in accordance with their respective terms.

4. The Series 2024C Note is a "private activity bond" within the meaning of Section 141(a) of the Code, but bears interest not includable in gross income for purposes of federal income taxation under Section 103(a) of the Code, pursuant to the exception for "qualified 501(c)(3) bonds" provided in Section 145 of the Code. Interest on the Series 2024C Note is excludable from taxable net income of individuals, trusts, and estates for Minnesota income tax purposes, and is not a preference item for purposes of the computation of the federal alternative minimum tax, or the computation of the Minnesota alternative minimum tax imposed on individuals, trusts and estates. However, such interest is included in determining the annual adjusted financial statement income (as defined in Section 59(k) of the Code) of applicable corporations (as defined in Section 59(k) of the Code) for purposes of computing the

alternative minimum tax imposed on such applicable corporations and is subject to Minnesota franchise taxes on certain corporations (including financial institutions) measured by income. The opinions set forth in this paragraph are subject to the condition that the Borrower and the Sole Member comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024C Note in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Series 2024C Note to be included in gross and net taxable income retroactive to the date of issuance of the Series 2024C Note. The Borrower and the Sole Member have covenanted to comply with such requirements. Except as set forth in the following paragraph, we express no opinion regarding other federal or state tax consequences arising with respect to ownership of the Series 2024C Note or caused by the receipt or accrual of interest thereon.

5. The Issuer has designated the Series 2024C Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

The obligations of the parties with respect to the documents described above, and the enforceability thereof, are subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting creditors’ rights, now or hereafter in effect. Certain of the obligations contained in the documents described above, and the enforcement thereof, are also subject to the exercise of judicial discretion and to general principles of equity, which may limit the specific enforcement of certain remedies but do not affect the validity of such documents.

This opinion is based on an analysis of existing laws, regulations, rulings, and court decisions and the opinions expressed herein may be affected by actions taken or omitted or events occurring after the date hereof. The opinion is given as of the date hereof and we assume no obligation to update, revise, or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Dated in Minneapolis, Minnesota, this ____ day of June, 2024.

SA330-28 (JAE)
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CITY OF HAM LAKE, MINNESOTA

**POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY
FOR TAX-EXEMPT GOVERNMENTAL BONDS**

June 17, 2024

Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds

The City of Ham Lake, Minnesota (the “City”) issues tax-exempt governmental bonds to finance capital improvements. As an issuer of tax-exempt governmental bonds, the City is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations, impose record retention requirements on the City with respect to its tax-exempt governmental bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”) has been approved and adopted by the City to ensure that the City complies with its post-issuance compliance obligations under applicable provisions of the Code and Treasury Regulations.

1. Effective Date and Term. The effective date of this Policy is June 17, 2024, and shall remain in effect until superseded or terminated by the City.

2. Responsible Parties. The Finance Officer of the City shall be the party primarily responsible for ensuring that the City successfully carries out its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations. The Finance Officer will be assisted by City staff and officials when appropriate. The Finance Officer of the City will also be assisted in carrying out post-issuance compliance requirements by the following organizations:

(a) Bond Counsel (the law firm primarily responsible for providing bond counsel services for the City);

(b) Municipal Advisor (the organization utilized from time to time for providing financial advisor services to the City);

(c) Paying Agent (the person, organization, or City officer primarily responsible for providing paying agent services for the City); and

(d) Rebate Analyst (the organization primarily responsible for providing rebate analyst services for the City).

The Finance Officer shall be responsible for assigning post-issuance compliance responsibilities to staff of the City, Bond Counsel, Municipal Advisor, Paying Agent, and Rebate Analyst. The Finance Officer shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance compliance requirements of the City. The Finance Officer shall provide training and educational resources to City staff who are responsible for ensuring compliance with any portion of the post-issuance compliance requirements of this Policy.

3. Post-Issuance Compliance Actions. The Finance Officer shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the City with respect to each issue of tax-exempt governmental bonds issued by the City:

(a) The Finance Officer shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).

(b) The Finance Officer shall file with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G (this action will be the primary responsibility of Bond Counsel).

(c) The Finance Officer shall prepare an "allocation memorandum" for each issue of tax-exempt governmental bonds in accordance with the provisions of Treasury Regulations, Section 1.148-6(d)(1), that accounts for the allocation of the proceeds of the tax-exempt bonds to expenditures not later than the earlier of:

(i) eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project, if any, that is financed by the tax-exempt bond issue is placed in service; or

(ii) the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of the tax-exempt bond issue, or (B) the date sixty (60) days after the retirement of the tax-exempt bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Finance Officer (in consultation with Bond Counsel, and, if employed with respect to the tax-exempt issue, the Municipal Advisor).

(d) The Finance Officer, in consultation with Bond Counsel, shall identify proceeds of tax-exempt governmental bonds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

(e) In consultation with Bond Counsel, the Finance Officer shall determine whether the City is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of tax-exempt governmental bonds. In consultation with Bond Counsel, the Finance Officer shall determine, with respect to each issue of tax-exempt governmental bonds of the City, whether the City is eligible for any of the temporary periods for unrestricted investments and is eligible for any of the spending exceptions to the rebate requirements. The Finance Officer shall contact the Rebate Analyst (and, if appropriate, Bond Counsel) prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds of the City and each fifth anniversary thereafter to arrange for calculations of the rebate requirements with respect to such tax-exempt governmental bonds. If a rebate payment is required to be paid by the City, the Finance Officer shall prepare or cause to be prepared the Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment. If the City is authorized to recover a rebate payment previously paid, the Finance Officer shall prepare or cause to be prepared the Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

4. Procedures for Monitoring, Verification, and Inspections. The Finance Officer shall institute such procedures as the Finance Officer shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds issued by the City, to verify that certain post-issuance compliance actions have been taken by the City, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Finance Officer shall establish the following procedures:

(a) The Finance Officer shall monitor the use of the proceeds of tax-exempt governmental bonds to: (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Treasury Regulations, Section 1.148-2(e); (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Treasury Regulations, Section 1.148-5(d); (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Treasury Regulations, Section 1.148-7.

(b) The Finance Officer shall monitor the use of all bond-financed facilities in order to: (i) determine whether private business uses of bond-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Finance Officer shall provide training and educational resources to any City staff who have the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.

(c) The Finance Officer shall undertake the following with respect to each outstanding issue of tax-exempt governmental bonds of the City: (i) an annual review of the books and records maintained by the City with respect to such bonds; and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Finance Officer with the assistance of any City staff who have the primary responsibility for the operation, maintenance, or inspection of such bond-financed facilities.

5. Record Retention Requirements. The Finance Officer shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds of the City and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the City; (ii) appraisals, demand surveys, or feasibility studies with respect to the facilities to be financed with the proceeds of such bonds; (iii) publications, brochures, and newspaper articles related to the bond financing; (iv) trustee or paying agent statements; (v) records of all investments and the gains (or losses) from such investments; (vi) paying agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation, or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with respect to such assets or property; (xi) records of the purchases and sales of bond-financed assets; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the governing body subsequent to the date of issue with respect to such bonds; (xv) formal elections authorized by the Code or Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence, including letters, faxes or emails, relating to such bonds;

(xvii) documents related to guaranteed investment contracts or certificates of deposit, credit enhancement transactions, and financial derivatives entered into subsequent to the date of issue; (xviii) bidding of financial products for investment securities; (xix) copies of all Form 8038-Ts, Form 8038-Rs, and Form 8038-CPs filed with the IRS and any other forms or documents filed with the IRS; (xx) the transcript prepared with respect to such tax-exempt governmental bonds, including but not limited to (a) official statements, private placement documents, or other offering documents, (b) minutes and resolutions, orders, or ordinances or other similar authorization for the issuance of such bonds, and (c) certification of the issue price of such bonds; and (xxi) documents related to government grants associated with the construction, renovation, or purchase of bond-financed facilities.

The records collected by the Finance Officer shall be stored in any format deemed appropriate by the Finance Officer and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years. The Finance Officer shall also collect and retain reports of any IRS examination of the City or any of its bond financings.

6. Remedies. In consultation with Bond Counsel, the Finance Officer shall become acquainted with the remedial actions (including redemption or defeasance) under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the *de minimus* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Finance Officer shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and Treasury Regulations with respect to outstanding tax-exempt bonds.

7. Continuing Disclosure Obligations. In addition to its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations, the City has agreed to provide continuing disclosure, such as annual financial information and material event notices, pursuant to a continuing disclosure certificate or similar document (the "Continuing Disclosure Document") prepared by Bond Counsel and made a part of the transcript with respect to each issue of bonds of the City that is subject to such continuing disclosure requirements. The Continuing Disclosure Documents are executed by the City to assist the underwriters of the City's bonds in meeting their obligations under Securities and Exchange Commission Regulation, 17 C.F.R. Section 240.15c2-12, as in effect and interpreted from time to time ("Rule 15c2-12"). The continuing disclosure obligations of the City are governed by the Continuing Disclosure Documents and by the terms of Rule 15c2-12. The Finance Officer is primarily responsible for undertaking such continuing disclosure obligations and to monitor compliance with such obligations.

8. Other Post-Issuance Actions. If, in consultation with Bond Counsel, Municipal Advisor, Paying Agent, Rebate Analyst, the Finance Officer, the City Attorney, or the City Council, the Finance Officer determines that any additional action not identified in this Policy must be taken by the Finance Officer to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the Finance Officer shall take such action if the Finance Officer has the authority to do so. If, after consultation with Bond Counsel, Municipal Advisor, Paying Agent, Rebate Analyst, the Finance Officer, the City Attorney, or the City Council, the City Administrator and the Finance Officer determine that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the Finance Officer shall recommend to the City Council that this Policy be so amended or supplemented.

9. Taxable Governmental Bonds. Most of the provisions of this Policy, other than the provisions of Section 7, are not applicable to governmental bonds the interest on which is includable in gross income for federal income tax purposes. However, if an issue of taxable governmental bonds is later refunded with the proceeds of an issue of tax-exempt governmental refunding bonds, then the uses of the proceeds of the taxable governmental bonds and the uses of the facilities financed with the proceeds of the taxable governmental bonds will be relevant to the tax-exempt status of the governmental refunding bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental bonds may be refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental bonds, for purposes of this Policy, the Finance Officer shall treat the issue of taxable governmental bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of this Policy with respect to such taxable governmental bonds. The Finance Officer shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental bonds to refund an issue of taxable governmental bonds.

10. Qualified 501(c)(3) Bonds. If the City issues bonds to finance a facility to be owned by the City but which may be used, in whole or in substantial part, by a nongovernmental organization that is exempt from federal income taxation under Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code (a "501(c)(3) Organization"), the City may elect to issue the bonds as "qualified 501(c)(3) bonds" the interest on which is exempt from federal income taxation under Sections 103 and 145 of the Code and applicable Treasury Regulations. Although such qualified 501(c)(3) bonds are not governmental bonds, at the election of the Finance Officer, for purposes of this Policy, the Finance Officer shall treat such issue of qualified 501(c)(3) bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of this Policy with respect to such qualified 501(c)(3) bonds.

11. Conduit Bonds. For all conduit bonds issued by the City, the City shall rely on the conduit bond borrower to perform or cause to be performed the duties laid out in this Policy.

First Draft
June 4, 2024

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF HAM LAKE

SENIOR HOUSING REVENUE NOTE
(VISTA PRAIRIE AT EAGLE POINTE PROJECT)
SERIES 2024C

No. R-1

\$10,000,000

<u>Interest Rate</u>	<u>Original Issue Date</u>	<u>Maturity Date</u>
_____ %	June 21, 2024	June 21, 2029

The City of Ham Lake, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), for value received, hereby promises to pay to Sunrise Banks, National Association, a national banking association (the “Lender”), or its registered assigns (the Lender and any subsequent owner of this Note being also hereinafter referred to as the “Holder”), by such means and manner as the Holder may designate in writing, solely from the source and in the manner hereinafter provided, the principal amount, plus accrued interest and prepayment premium, if any, of this Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C (the “Note”). The Issuer is loaning the proceeds of this Note to Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the “Sole Member”), pursuant to a Loan Agreement, dated as of June 1, 2024 (the “Loan Agreement”), between the Issuer and the Borrower. Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Loan Agreement or in the Construction Loan Agreement of even date herewith (the “Construction Loan Agreement”) between the Borrower and the Lender.

The accrued interest on amounts outstanding under this Note shall be payable to the Holder in monthly installments on the twenty-first calendar day of each month commencing July 21, 2024, and thereafter through July 20, 2027 **[or the date which is twelve (12) months after the Borrower receives certificates of occupancy required under Section 5.02(k) of the Construction Loan Agreement, whichever occurs first]**. Commencing on July 21, 2027 **[or the date which is twelve (12) months after the Borrower receives certificates of occupancy required under Section 5.02(k) of the Construction Loan Agreement, whichever occurs first]** and continuing on the same calendar day of each month thereafter, the principal of and accrued interest on amounts outstanding under this Note shall be payable to the Holder in monthly installments to be applied first to accrued but unpaid interest on the unpaid principal amount of this Note, and second to the unpaid principal of this Note with the principal portion of each such installment being in an amount sufficient to amortize the outstanding principal balance of this Note in equal monthly installments over three hundred (300) months. Each date of payment of interest or each date of payment of principal of and interest on this Note is hereinafter referred to as a “Payment

Date.” On June 21, 2029 (the “Maturity Date”), all accrued and unpaid interest and the unpaid principal balance of this Note shall be paid in full.

Interest on this Note shall be payable as follows:

- A. Interest on this Note shall accrue at the interest rate per annum set forth above.
- B. All determinations of the interest rate by the Lender hereunder shall be final and conclusive absent manifest error.
- C. Interest on this Note[, and any other fees payable to the Lender under this Note,] shall be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of three hundred sixty (360) days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal amount is outstanding. All interest payable under this Note shall be computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

Payment of the principal of and interest on this Note shall be made in coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts. The principal of and interest on this Note shall be payable at the following address of the Lender: 2300 Como Avenue, Saint Paul, Minnesota 55108, or by other electronic means as directed by the Lender.

If a monthly installment is not paid when due and is ten (10) or more days late, a late charge equal to five percent (5%) of the installment due shall be payable to cover the expenses in handling delinquent payments. Late charges shall not be payable on installments which would have fallen due after acceleration upon default, unless the Holder later waives such acceleration and accepts payment of all principal then due with accrued interest at a rate of interest that is three percent (3%) above the otherwise applicable rate (the “Default Rate”). Late charges shall be added to and become a part of the next succeeding monthly payment.

The Issuer has designated this Note a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The principal balance of this Note is subject to optional redemption and prepayment, in whole or in part, on any Payment Date, upon thirty (30) days’ written notice from the Borrower to the Holder, at a redemption price equal to the sum of the principal amount of this Note to be redeemed, accrued and unpaid interest on this Note to the date of such prepayment, and a prepayment premium (the “Prepayment Premium”) determined in accordance with the following table:

<u>Optional Redemption Dates</u>	<u>Prepayment Premium</u>
During the period from the Original Issue Date to and including June 21, 2025 (the “First Redemption Period”)	4.00%
During the twelve (12) months following the First Redemption Period (the “Second Redemption Period”)	3.00%

During the twelve (12) months following the Second Redemption Period (the “Third Redemption Period”)	2.00%
During the twelve (12) months following the Third Redemption Period (the “Fourth Redemption Period”)	1.00%
Any date following the Fourth Redemption Period	0%

This Note is subject to mandatory redemption under the following conditions:

A. At the option of the Lender, this Note is subject to mandatory redemption in whole upon a Determination of Taxability on the first day of the then next succeeding month for which proper notice of redemption can be given, at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date plus any applicable Prepayment Premium. If the Lender declines to exercise its ability to call for a mandatory redemption upon a Determination of Taxability, this Note, as of the Date of Taxability, shall accrue interest at a rate per annum of _____ percent (___%).

B. This Note is subject to mandatory redemption in whole, on any date upon thirty (30) days’ written notice from the Lender to the Borrower, from insurance proceeds in accordance with the applicable terms of the Mortgage (hereinafter defined) or from the proceeds of a condemnation award in accordance with the applicable terms of the Mortgage. No Prepayment Premium shall be payable in connection with any prepayment of this Note made with any insurance proceeds under applicable provisions of the Mortgage or made with the proceeds of any condemnation award under applicable provisions of the Mortgage.

C. This Note is subject to mandatory redemption and prepayment at the election of the Holder, in whole, on any date upon written notice from the Holder to the Borrower, following an “Event of Default” under the terms of the Loan Agreement or under any of the other Loan Documents. The redemption price of this Note, upon any such mandatory redemption and prepayment, shall equal the sum of the outstanding principal amount of this Note, plus accrued interest to the date of redemption and prepayment, plus any applicable Prepayment Premium payable with respect to this Note.

This Note is a duly authorized obligation of the Issuer in the principal amount of \$10,000,000, issued pursuant to Minnesota Statutes, Chapter 462C, as amended, and Sections 471.59 and 471.656, as amended (the “Act”), and a resolution adopted by the City Council of the Issuer on May 14, 2024 (the “Resolution”). This Note is issued by the Issuer for the purpose of making a loan of the proceeds thereof to the Borrower under the provisions of the Loan Agreement for the purposes of (i) financing a portion of the cost of the acquisition, development, construction, and equipping by the Borrower of an approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the “Project”); (ii) financing capitalized interest during the construction of the Project, if necessary; (iii) funding required reserves, if any; and (iv) paying costs of issuance of this Note.

The principal of and interest on this Note is payable by the Borrower on parity with the Borrower’s obligation to pay the principal of and interest on the (i) Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A (the “Series 2024A Note”), issued by the City of St. Francis, Minnesota on the date hereof in the original aggregate principal amount of \$10,000,000; (ii) Taxable Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A-T (the

“Series 2024A-T Note”), issued by the City of St. Francis, Minnesota on the date hereof in the original aggregate principal amount of \$1,000,000; and (iii) Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024B (the “Series 2024B Note,” and collectively with this Note, the Series 2024A Note, and the Series 2024A-T Note, the “Parity Debt”), issued by the City of Nowthen, Minnesota on the date hereof in the original aggregate principal amount of \$10,000,000. In the Event of a Default, monies available to pay the principal of and interest on the Parity Debt shall be used to pay principal of and interest on the Parity Debt on a pro rata basis based on the principal amount outstanding of each note.

Under the Loan Agreement, the Borrower has agreed to repay this Note, together with interest thereon, in installments scheduled to be sufficient to pay the principal of and interest on this Note. The Issuer has assigned and pledged to the Lender the Issuer’s interest in the Loan Agreement under the terms of the Assignment of Loan Agreement, dated as of June 1, 2024 (the “Assignment of Loan Agreement”), between the Issuer and the Lender. To secure the timely repayment of the Parity Debt, the Borrower will grant a mortgage lien to the Lender on the property consisting of the Project owned by the Borrower under the terms of a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement of even date herewith (the “Mortgage”) by the Borrower in favor of the Lender. The Parity Debt is also secured by a Continuing Guaranty of even date herewith (the “Guaranty”) by the Sole Member, as guarantor, in favor of the Lender, and the other Security Documents. The Issuer makes no representations as to the sufficiency of the amounts, if any, that may be realized from the Loan Agreement, the Assignment of Loan Agreement, the Guaranty, the Mortgage, or the other Security Documents in order to pay the principal of or the interest on the Parity Debt in the case of a default by the Borrower under the Loan Agreement. Upon the sale or other disposition of the Project financed with the proceeds of the Parity Debt, pursuant to the terms of the Mortgage, the Borrower shall apply the proceeds of the sale or other disposition to the payment of the principal of and accrued interest on the Parity Debt. All proceeds of the Mortgage shall be applied to the repayment of the Parity Debt on a parity basis. Reference is hereby made to the Loan Agreement, the Construction Loan Agreement, and the Mortgage for a description of the agreements and covenants of the Borrower contained therein.

This Note is not a general or moral obligation of the Issuer, and the taxing power or general assets or revenues of the Issuer, the State of Minnesota (the “State”), or any political subdivision thereof are not pledged to the payment of this Note or the interest thereon. This Note is a special, limited obligation of the Issuer. Principal of and interest on this Note is payable solely out of the revenues derived from the Loan Agreement or from security provided by the Borrower under the other Loan Documents, including the Security Documents. Neither this Note nor any of the agreements or obligations of the Issuer shall be construed to constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitations, nor constitute or give rise to a pecuniary liability or a charge against the general credit or taxing powers of the Issuer, the State, or any political subdivision thereof.

This Note shall be registered and shall be transferable upon the books of the Issuer at the offices of the Issuer by the Holder hereof in person or by the Holder’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Issuer, duly executed by the Holder or the Holder’s duly authorized attorney. Upon such transfer, the Issuer will note the date of registration and the name and address of the new Holder upon the books of the Issuer and in the registration blank appearing below. Alternatively, the Issuer will at the request and expense of the Holder issue a new note or notes in an aggregate principal amount equal to the unpaid principal balance of this Note, and of like tenor except as to number, principal amount, and the number and amount of the installments payable thereunder, and registered in the name of the Holder or such transferee as may be designated by the Holder. The Issuer may deem and treat the person in whose name this Note is last registered upon the books of the Issuer with such registration also noted on this Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment of or on account of the principal balance, prepayment price, or interest, and for all other purposes, and all such payments so made

to the Holder or upon its order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

Time is of the essence under this Note. If an Event of Default occurs under the Loan Agreement, the Assignment of Loan Agreement, the Construction Loan Agreement, the Mortgage, or the other Loan Documents, or if any other event occurs which entitles the Holder to accelerate payment under the Loan Agreement, the Assignment of Loan Agreement, the Construction Loan Agreement, or the Mortgage, then the Holder may at its right and option (subject, however, to such notice as may be required under the Loan Agreement, the Assignment of Loan Agreement, the Construction Loan Agreement, the Mortgage, or the other Loan Documents) declare immediately due and payable the principal balance of this Note and interest accrued thereon at the Default Rate, together with any attorneys' fees incurred by the Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder, in which event this Note shall be prepaid in accordance with the provisions hereof. Interest shall cease to accrue on this Note from the date all sums and obligations under the Loan Documents have been paid and satisfied in full.

The Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent event.

It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws thereof.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer has caused this Series 2024C Note to be duly executed by its duly authorized officers as of the Original Issue Date.

CITY OF HAM LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

PROVISIONS AS TO REGISTRATION

The ownership of the unpaid principal balance of this Series 2024C Note and the interest accruing thereon is registered on the books of the City of Ham Lake, Minnesota, in the name of the registered holder last noted below.

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of Issuer, as Note Registrar</u>
<hr/>	Sunrise Banks, National Association 2300 Como Avenue Saint Paul, MN 55108	<hr/>

SA330-28 (JAE)
955896v1

First Draft
June 4, 2024

ASSIGNMENT OF LOAN AGREEMENT

between

**CITY OF HAM LAKE, MINNESOTA,
as Issuer**

and

**SUNRISE BANKS, NATIONAL ASSOCIATION,
as Lender**

Dated as of June 1, 2024

Relating to:

**\$10,000,000
City of Ham Lake, Minnesota
Senior Housing Revenue Note
(Vista Prairie at Eagle Pointe Project)
Series 2024C**

This instrument was drafted by:

Kennedy & Graven, Chartered (JAE)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402

ASSIGNMENT OF LOAN AGREEMENT

THIS ASSIGNMENT OF LOAN AGREEMENT, dated as of June 1, 2024 (the “Assignment of Loan Agreement”), is made and entered into between the CITY OF HAM LAKE, MINNESOTA, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), and SUNRISE BANKS, NATIONAL ASSOCIATION, a national banking association (the “Lender”).

RECITALS

The Issuer and Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities, have entered into a Loan Agreement, dated as of June 1, 2024 (the “Loan Agreement”), pursuant to which the Issuer will lend to the Borrower the proceeds of its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C (the “Series 2024C Note”), in the original aggregate principal amount of \$10,000,000.

The proceeds derived from the sale of the Series 2024C Note will be applied to (i) finance a portion of the cost of the acquisition, development, construction, and equipping by the Borrower of an approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the “Project”); (ii) finance capitalized interest during the construction of the Project, if necessary; (iii) fund required reserves, if any; and (iv) pay costs of issuance of the Series 2024C Note.

The Series 2024C Note is payable from and secured by the loan repayments to be made by the Borrower under the Loan Agreement, and the Lender, as a condition to the purchase of the Series 2024C Note, has required the execution of this Assignment of Loan Agreement.

NOW, THEREFORE, as an inducement to the Lender to purchase the Series 2024C Note, and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree as follows:

1. In order to secure the due and punctual payment of the Series 2024C Note and all other sums due the Lender under the Loan Agreement, the Issuer does hereby pledge and assign to the Lender all of the Issuer’s right, title, and interest in and to the Loan Agreement, subject to the Issuer’s reserved rights referred to in Section 8.9 of the Loan Agreement.

2. The Issuer hereby represents and warrants to the Lender that the Issuer has not assigned its right, title, and interest in the Loan Agreement to any person other than the Lender pursuant to the terms of this Assignment of Loan Agreement. Subject to the terms and limitations of Section 8.6 of the Loan Agreement, the Issuer hereby makes the representations and warranties to the Lender as set forth in Section 2.1 of the Loan Agreement, the provisions of which are fully incorporated herein.

3. The Issuer hereby authorizes the Lender to exercise, whether or not a default exists under the Series 2024C Note or an Event of Default has occurred under the Loan Agreement, either in the Issuer’s name or the Lender’s name, any and all rights or remedies available to the Issuer under the Loan Agreement. The Issuer agrees, on request of the Lender, to execute and deliver to the Lender such other documents or instruments as shall be deemed necessary or appropriate by the Lender at any time to confirm or perfect the security interest hereby granted. The Issuer hereby appoints the Lender as its

attorney-in-fact to execute on behalf of the Issuer, and in its name, any and all such assignments, financing statements, or other documents or instruments which the Lender may deem necessary or appropriate to perfect, protect, or enforce the security interest hereby granted.

4. The Issuer will not:

(a) exercise or attempt to exercise any remedies under the Loan Agreement, except as permitted by Sections 7.2 and 8.9 of the Loan Agreement, or terminate, modify, or accept a surrender of the same, or by affirmative act, consent to the creation or existence of any security interest or other lien in the Loan Agreement to secure payment of any other indebtedness; or

(b) receive or collect or permit the receipt or collection of any payments, receipts, rentals, profits, or other money under the Loan Agreement (except as allowed under Section 8.9 thereof) or assign, transfer, or hypothecate (other than to the Lender hereunder) any of the same then due or to accrue in the future; or

(c) amend, modify, or agree to the termination of the Loan Agreement without the Lender's prior written consent.

5. The Issuer expressly covenants and agrees that the Lender shall be entitled to receive all payments under the Loan Agreement (except any payments due the Issuer under Section 8.9 thereof), and hereby authorizes and directs the Borrower to make such payments directly to the Lender. The Lender covenants and agrees that all payments received by the Lender pursuant to the Loan Agreement shall be applied to the payment of principal of and interest on the Series 2024C Note.

6. If an Event of Default shall occur and be continuing, the Lender may exercise any one (1) or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Lender may, without prior notice of any kind, declare the principal of and interest accrued on the Series 2024C Note immediately due and payable.

(b) The Lender may exercise all rights and remedies under the Loan Documents.

(c) The Lender may exercise any rights and remedies and options of a secured party under the Uniform Commercial Code as adopted in the State of Minnesota and any and all rights available to it under the Loan Agreement.

7. Pursuant to the terms of the Loan Agreement, the Borrower will make all loan repayments pursuant to the Loan Agreement directly to the Lender so long as the Lender is the owner of the Series 2024C Note.

8. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises, and agreements in this Assignment of Loan Agreement contained by or on behalf of the Issuer or the Lender shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

9. The unenforceability or invalidity of any provision or provisions of this Assignment of Loan Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

10. This Assignment of Loan Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Minnesota. This Assignment of Loan Agreement may not be amended or modified except in writing signed by the Issuer and the Lender.

11. This Assignment of Loan Agreement may be executed, acknowledged, and delivered in any number of counterparts and each of such counterparts shall constitute an original but all of which together shall constitute one agreement.

12. The terms used in this Assignment of Loan Agreement which are defined in the Loan Agreement shall have the meanings specified therein, unless the context of this Assignment of Loan Agreement otherwise requires, or unless such terms are otherwise defined herein.

13. No obligation of the Issuer hereunder shall constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but shall be payable solely out of the proceeds and the revenues derived under the Loan Agreement.

14. The parties agree that the electronic signature of a party to this Assignment of Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Assignment of Loan Agreement. For purposes hereof, (a) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English; and (b) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Lender have caused this Assignment of Loan Agreement to be duly executed as of the date and year first written above.

CITY OF HAM LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

(Execution page of the Issuer to the Assignment of Loan Agreement related to the Series 2024C Note)

Execution page of the Lender to the Assignment of Loan Agreement, dated as of the date and year first written above.

SUNRISE BANKS, NATIONAL ASSOCIATION

By _____
Its _____

(Execution page of the Lender to the Assignment of Loan Agreement related to the Series 2024C Note)

SA330-28 (JAE)
955901v1

**First Draft
June 4, 2024**

NOTE PURCHASE AGREEMENT

between

**CITY OF HAM LAKE, MINNESOTA,
as Issuer**

**VISTA PRAIRIE AT EAGLE POINTE, LLC,
as Borrower**

and

**SUNRISE BANKS, NATIONAL ASSOCIATION,
as Lender**

Dated June __, 2024

Relating to:

**\$10,000,000
City of Ham Lake, Minnesota
Senior Housing Revenue Note
(Vista Prairie at Eagle Pointe Project)
Series 2024C**

This instrument was drafted by:

Kennedy & Graven, Chartered (JAE)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402

\$10,000,000
City of Ham Lake, Minnesota
Senior Housing Revenue Note
(Vista Prairie at Eagle Pointe Project)
Series 2024C

NOTE PURCHASE AGREEMENT

June __, 2024

City of Ham Lake
15544 Central Avenue NE
Ham Lake, MN 55304
Attention: City Administrator

Vista Prairie Communities
11180 Zealand Avenue North
Champlin, MN 55316
Attention: James E. Bettendorf

Sunrise Banks, National Association, a national banking association (the “Lender”), offers to purchase, upon the terms and conditions hereinafter specified, the Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C (the “Series 2024C Note”), to be issued by the City of Ham Lake, Minnesota, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), in the original aggregate principal amount of \$10,000,000, in substantially the form attached hereto in EXHIBIT A. This document shall constitute a legal, binding, and enforceable obligation of the Lender, the Issuer, and Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities (the “Sole Member”), as of the date and year first written above, and shall be referred to as the “Note Purchase Agreement.”

The offer to purchase the Series 2024C Note is made subject to acceptance by the Issuer on or before June 21, 2024, 1:00 p.m., Central Time, on the date hereof, and upon such acceptance this Note Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Lender, and the Borrower. If not so accepted, this Note Purchase Agreement will be subject to withdrawal by the Lender upon notice delivered by the Lender to the Issuer and the Borrower at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Subject to the satisfaction by the Issuer and the Borrower of the terms and conditions set forth in this Note Purchase Agreement, subject also to the conditions precedent set forth in this Note Purchase Agreement, and in reliance upon the representations in this Note Purchase Agreement set forth or incorporated by reference, the Lender hereby agrees to purchase from the Issuer, upon the terms and conditions set forth in this Note Purchase Agreement, and the Issuer hereby agrees to sell the Series 2024C Note to the Lender. The Series 2024C Note shall have the terms set forth in the form of the Series 2024C Note attached hereto as EXHIBIT A. The purchase price paid by the Lender for the Series 2024C Note shall be \$10,000,000.

The proceeds derived from the issuance and sale of the Series 2024C Note will be loaned to the Borrower to (i) finance a portion of the cost of the acquisition, development, construction, and equipping by the Borrower of an approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the “Project”); (ii) finance capitalized

interest during the construction of the Project, if necessary; (iii) fund required reserves, if any; and (iv) pay costs of issuance of the Series 2024C Note.

The Issuer will apply the proceeds derived from the sale of the Series 2024C Note to make a loan (the "Loan") to the Borrower under the terms of a Loan Agreement, dated as of June 1, 2024 (the "Loan Agreement"), between the Issuer and the Borrower, for the purposes set forth above. The Series 2024C Note will be secured by (i) an Assignment of Loan Agreement, dated as of June 1, 2024 (the "Assignment of Loan Agreement"), between the Issuer and the Lender, under which the Loan repayments to be received by the Issuer under the terms of the Loan Agreement are assigned to the Lender; (ii) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated the date of issuance of the Series 2024C Note (the "Mortgage"), by the Borrower in favor of the Lender; (iii) a Security Agreement, dated the date of issuance of the 2024C Note (the "Security Agreement"), by the Borrower in favor of the Lender; (iv) a Continuing Guaranty Agreement, dated the date of issuance of the Series 2024C Note (the "Guaranty"), by the Sole Member, as guarantor, in favor of the Lender; and (v) the other Security Documents (as that term is defined in the Loan Agreement). The Loan Agreement, the Assignment of Loan Agreement, the Mortgage, the Security Agreement, the Guaranty, the Security Documents, this Note Purchase Agreement, and the other documents to which the Borrower is a party are collectively referred to as the "Borrower Documents."

It is understood and agreed that the Series 2024C Note and the interest thereon is a special, limited obligation of the Issuer payable solely from: (i) payments to be made under the Loan Agreement; (ii) amounts realized upon foreclosure of the Mortgage and enforcement of the other Borrower Documents; (iii) amounts paid under the Guaranty. The Series 2024C Note shall never constitute a general or moral obligation of the Issuer, is not secured by the full faith and credit or taxing powers of the Issuer, and does not constitute a charge against the Issuer's property, general credit, or tax revenues.

2. Issuer's Representations and Warranties. The Issuer makes the following representations and warranties:

(a) The Issuer a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the "State"). The Issuer has full legal right, power and authority under the Constitution and laws of the State, including Minnesota Statutes, Chapter 462C, as amended, and Sections 471.59 and 471.656, as amended (the "Act"), to issue the 2024C Note for the purposes stated in the Loan Agreement, to enter into this Note Purchase Agreement, the Loan Agreement, and the Assignment of Loan Agreement, and to loan the proceeds of the Series 2024C Note to the Borrower to be applied to the purposes stated in the Loan Agreement.

(b) The execution and delivery of this Note Purchase Agreement does not, and the execution and delivery of the 2024C Note, the Loan Agreement, and the Assignment of Loan Agreement, and the Resolution (hereinafter defined), and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject.

(c) With respect to such matters that are preconditions to the issuance of the Series 2024C Note that are identified in the Act and the Loan Agreement, the Issuer has, to its knowledge, and at the Closing Date (hereinafter defined) will have, in all respects complied therewith.

(d) To the knowledge of the Issuer, all approvals, consents, and orders of any governmental authority, board, agency, council, commission, or other body in or of the Issuer or the State having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations

hereunder and under the Loan Agreement, the Assignment of Loan Agreement, and the Series 2024C Note have been obtained or, if not, will be obtained at the Closing Date.

(e) On June 17, 2024, the City Council of the Issuer duly adopted a resolution (the “Resolution”) authorizing the issuance, execution, delivery, and performance of the Series 2024C Note, the Loan Agreement, the Assignment of Loan Agreement, this Note Purchase Agreement, and all other documents necessary to the sale and issuance of the Series 2024C Note.

(f) No litigation is pending or, to the actual knowledge of the Issuer, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2024C Note or the application of proceeds of the Series 2024C Note as provided in the Loan Agreement or the collection of revenues pledged under the Loan Agreement; (ii) in any way contesting or affecting any authority for the issuance of the Series 2024C Note or the validity of the Series 2024C Note, the Loan Agreement, the Assignment of Loan Agreement, the Resolution, or this Note Purchase Agreement; or (iii) in any way contesting the existence or powers of the Issuer.

3. Borrower’s Representations and Warranties. The Borrower makes the following representations and warranties:

(a) The Borrower is duly organized and existing as a limited liability company under the laws of the State and the Borrower has full legal right, power, and authority to enter into the Borrower Documents, and to carry out and consummate all transactions contemplated by such documents.

(b) The execution and delivery of this Note Purchase Agreement does not, and the execution and delivery of the Borrower Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Borrower a breach of or default under any other agreement or instrument to which the Borrower is a party or, to the Borrower’s knowledge, any existing law, administrative regulation, court order, or consent decree to which the Borrower is subject.

(c) All approvals, consents, and orders of any governmental authority, board, agency, council, commission, or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents have been obtained or, if not, are expected to be promptly obtained by the Borrower.

(d) This Note Purchase Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution, and delivery by the other parties thereto, each constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency, or other laws affecting creditors’ rights or remedies heretofore or hereafter enacted.

(e) No litigation to which the Borrower is a party is pending or, to the knowledge of the Borrower, threatened: (i) seeking to restrain or enjoin the issuance or delivery of the Series 2024C Note or the application of proceeds of the Series 2024C Note as provided in the Loan Agreement, (ii) in any way contesting or affecting any authority for the issuance of the Series 2024C Note or the validity of the Series 2024C Note, or any other Borrower Documents, or (iii) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower (other than what has been previously disclosed to Lender).

4. Lender's Representations and Warranties. The Lender makes the following representations and warranties:

(a) The Lender is a national banking association and has full legal right, power, and authority to enter into this Note Purchase Agreement, and to carry out and consummate all transactions contemplated herein.

(b) The Lender is a financial institution with experience in financial matters and is capable of evaluating the merits and risks of an investment in the Series 2024C Note and will provide a certificate to this effect to the Issuer upon Closing.

5. Purchase, Sale, and Delivery of the Series 2024C Note. On the basis of the representations and warranties and subject to the terms and conditions set forth herein, the Lender agrees to purchase the Series 2024C Note at a purchase price of \$10,000,000. The Series 2024C Note shall bear interest at the rate of _____% per annum. With respect to the purchase of the Series 2024C Note, the Lender will charge the Borrower a fee of \$25,000 (twenty-five (25) basis points of the principal amount of the Series 2024C Note) on the date the Series 2024C Note is issued and delivered to the Lender. Payment for the Series 2024C Note shall be made to the Issuer or its order in immediately available funds on or before 1:00 p.m. Central Time on June 21, 2024, or at such later date as may be agreed upon by appropriate representatives of the Issuer and the Lender against delivery of the Series 2024C Note to the Lender. The date and time of such payment and delivery are herein called the "Closing Date," and the payment and delivery of the Series 2024C Note are herein called the "Closing."

6. Conditions of Purchase Obligation of the Lender. The obligation of the Lender to purchase and pay for the Series 2024C Note is subject to the following conditions:

(a) The representations and warranties of the Issuer and the Borrower contained in this Note Purchase Agreement and the Loan Agreement shall be true, complete, and correct on the date of acceptance hereof and on and as of the Closing Date with the same effect as if made on the Closing Date.

(b) On the Closing Date, the Resolution, the Act, the Loan Agreement, the Assignment of Loan Agreement, the Mortgage, the Security Agreement, the Guaranty, the other Security Documents, and the other Loan Documents (as defined in the Loan Agreement) shall be in full force and effect, shall each be in form and substance acceptable to the Lender in all respects, and shall not have been amended, modified, or supplemented except as may have been agreed to in writing by the Lender; and the Issuer and the Borrower shall have duly adopted and there shall be in full force and effect such ordinances and resolutions, and entered into such agreements, as, in the opinion of Bond Counsel, and in the opinion of Moss & Barnett, a Professional Association, counsel to the Lender, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Series 2024C Note.

(c) The Lender may terminate this Note Purchase Agreement by notification in writing to the Issuer and the Borrower at any time in the sole discretion of the Lender if the Lender determines that: (i) all documentation in connection with the issuance of the Series 2024C Note shall not be satisfactory in form and substance to the Lender or its counsel; or (ii) the results of any due diligence efforts by the Lender with respect to the proposed issuance of the Series 2024C Note shall not, in the sole discretion of the Lender, be satisfactory to the Lender; or (iii) the Lender, the Borrower, and the Issuer shall not have reached agreement as to the terms of any of the agreements referred to in this Note Purchase Agreement on terms and conditions acceptable to the Lender in its sole discretion; or (iv) the Series 2024C Note are not issued on the terms and conditions satisfactory to the Lender in its sole discretion on or before June 21, 2024.

(d) On or before the Closing Date, the Lender shall have received the documents and the other items listed in Section 3.2 of the Loan Agreement.

(e) The Series 2024 Notes (other than the 2024C Note) are issued as of the Closing Date.

If the Issuer or the Borrower shall be unable for any reason to satisfy the conditions of the Lender's obligation contained in this Note Purchase Agreement or if the Lender's obligation shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the Lender, the Issuer, nor the Borrower shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Borrower, and the Lender set forth in Section 7 hereof, shall continue in full force and effect.

7. Representations, Warranties, and Agreements to Survive Delivery. The representations, warranties, indemnities, agreements, and other statements of the Issuer, the Borrower, and the Lender or its or their officers set forth in or made under the terms of this Note Purchase Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf of the Issuer or the Lender or controlling person and will survive delivery of and payment for the Series 2024C Note.

8. Payment of Expenses. The Borrower agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Series 2024C Note and Borrower funds, all expenses and costs with respect to the authorization, preparation, issuance, delivery, and sale of the Series 2024C Note, including without limitation (i) the Lender's fee and miscellaneous expenses; (ii) the fees and disbursements of Bond Counsel, the fees and disbursements of the Borrower's counsel, and the fees and disbursements of the Issuer; (iii) the fees and expenses of Lender's counsel; and (iv) the various other expenses and costs of Closing.

9. Covenants and Indemnifications for the Benefit of the Issuer.

(a) The Borrower and the Lender hereby consent and agree that the Issuer's execution and delivery of this Note Purchase Agreement, and any action taken by the Issuer hereunder and any failure or alleged failure on the part of the Issuer to abide by such terms hereof as may be applicable to the Issuer, shall not give rise to any pecuniary liability of the Issuer.

(b) The issuance of the Series 2024C Note by the Issuer shall be subject to the condition that the Issuer, in its sole and absolute discretion, shall have executed and delivered the Loan Agreement, and nothing in this Note Purchase Agreement shall impose or imply an obligation on the Issuer to do so.

(c) All indemnifications of the Issuer and other agreements respecting payment of costs of the Issuer provided in this Note Purchase Agreement shall not be subject to limitation and shall survive expiration or termination of this Note Purchase Agreement, notwithstanding any provision in this Note Purchase Agreement to the contrary.

10. Notices. Any notice or other communication to be given to the Issuer, the Borrower, or the Lender under this Note Purchase Agreement may be given by delivering the same in writing to the addresses set forth below.

To the Issuer: City of Ham Lake, Minnesota
 15544 Central Avenue NE
 Ham Lake, MN 55304
 Attention: City Administrator

To the Borrower: Vista Prairie at Eagle Pointe, LLC
c/o Vista Prairie Communities
11180 Zealand Avenue North
Champlin, MN 55316
Attention: James E. Bettendorf

with a copy to: Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402
Attention: Dan Kaplan, Esq.

To the Lender: Sunrise Banks, National Association
2300 Como Avenue
Saint Paul, MN 55108
Attention: Pete May

with a copy to: Moss & Barnett, a Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
Attention: Christopher Ferreira, Esq.

11. Parties in Interest. This Note Purchase Agreement shall be binding upon and shall inure to the benefit of the Lender, the Issuer, the Borrower, and, to the extent expressed, any person controlling the Lender, the Issuer, or the Borrower, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Note Purchase Agreement.

12. Governing Law. This Note Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. Counterparts. This Note Purchase Agreement may be executed in any number of counterparts.

14. Severability. In the event any provision of this Note Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Note Purchase Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Note Purchase Agreement with respect to the Series 2024C Note, as of the date and year first written above.

SUNRISE BANKS, NATIONAL ASSOCIATION

By _____
Its _____

Execution page of the Borrower to the Note Purchase Agreement with respect to the Series 2024C Note, dated the date and year first written above.

VISTA PRAIRIE AT EAGLE POINTE, LLC

By _____
Its _____

Execution page of the Issuer to the Note Purchase Agreement with respect to the Series 2024C Note, dated the date and year first written above.

CITY OF HAM LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

EXHIBIT A
FORM OF SERIES 2024C NOTE

[Insert form of Series 2024C Note]

SA330-28 (JAE)
955899v1

**First Draft
June 4, 2024**

LOAN AGREEMENT

between

**CITY OF HAM LAKE, MINNESOTA,
as Issuer**

and

**VISTA PRAIRIE AT EAGLE POINTE, LLC,
as Borrower**

Dated as of June 1, 2024

Relating to:

**\$10,000,000
City of Ham Lake, Minnesota
Senior Housing Revenue Note
(Vista Prairie at Eagle Pointe Project)
Series 2024C**

Except for certain reserved rights, as described in Section 8.9 hereof, the interest of the City of Ham Lake, Minnesota (the “Issuer”) in this Loan Agreement has been pledged and assigned to Sunrise Banks, National Association, a national banking association (the “Lender”), pursuant to an Assignment of Loan Agreement, dated as of June 1, 2024, between the Issuer and the Lender.

This instrument was drafted by:

Kennedy & Graven, Chartered (JAE)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of June 1, 2024 (the “Loan Agreement”), is made and entered into between the CITY OF HAM LAKE, MINNESOTA, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State of Minnesota (the “Issuer”), and VISTA PRAIRIE AT EAGLE POINTE, LLC, a Minnesota limited liability company (the “Borrower”), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities.

RECITALS

WHEREAS, the Issuer is authorized by the provisions of Minnesota Statutes, Chapter 462C, as amended, to issue revenue obligations to finance multifamily housing developments (including independent living, assisted living, and memory care facilities); and

WHEREAS, pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating municipalities on behalf of the other participating municipalities; and

WHEREAS, pursuant to Minnesota Statutes, Section 471.656, as amended, a municipality is authorized to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the governmental unit issuing the obligations and the governmental unit in which the property to be acquired or improved is located; and

WHEREAS, the Borrower has proposed to acquire, develop, construct, and equip an approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW, St. Francis, Minnesota (the “Project”), which will be owned and operated by the Borrower; and

WHEREAS, in order to finance the costs of the Project, the Borrower has requested that (i) the City of St. Francis, Minnesota (the “City of St. Francis”) issue its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A (the “Series 2024A Note”), in the original aggregate principal amount of \$10,000,000; (ii) the City of St. Francis issue its Taxable Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A-T (the “Series 2024A-T Note”), in the original aggregate principal amount of \$1,000,000; (iii) the City of Nowthen, Minnesota (the “City of Nowthen”) issue its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024B (the “Series 2024B Note”), in the original aggregate principal amount of \$10,000,000; and (iv) the Issuer issue its Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C (the “Series 2024C Note,” and collectively with the Series 2024A Note, the Series 2024A-T Note, and the Series 2024B Note, the “Series 2024 Notes”), in the original aggregate principal amount of \$10,000,000; and

WHEREAS, the City of St. Francis has agreed to issue the Series 2024A Note and the Series 2024A-T Note pursuant to Minnesota Statutes, Chapter 462C and Sections 471.59 and 471.656, as amended (the “Act”), and a resolution adopted by City Council of the City of St. Francis on May 6, 2024, and will loan the proceeds of the Series 2024A Note and the Series 2024A-T Note to the Borrower under

the terms of a Loan Agreement, dated as of June 1, 2024, between the City of St. Francis and the Borrower for the purposes of (i) financing a portion of the costs of the Project; (ii) financing capitalized interest on the Series 2024A Note and the Series 2024A-T Note during the construction of the Project; (iii) funding required reserves, if any; and (iv) paying costs of issuance of the Series 2024A Note and the Series 2024A-T Note; and

WHEREAS, the City of Nowthen has agreed to issue the Series 2024B Note pursuant to the Act and a resolution adopted by the City Council of the City of Nowthen on May 14, 2024 (the "Resolution"), and will loan the proceeds of the Series 2024B Note to the Borrower (the "Loan") under the terms hereof, for the purposes of (i) financing a portion of the costs of the Project; (ii) financing capitalized interest on the Series 2024B Note during the construction of the Project; (iii) funding required reserves, if any; and (iv) paying costs of issuance of the Series 2024B Note; and

WHEREAS, the Issuer has agreed to issue the Series 2024C Note pursuant to the Act and a resolution adopted by the City Council of the Issuer on June 17, 2024, and will loan the proceeds of the Series 2024C Note to the Borrower under the terms of a Loan Agreement, dated as of June 1, 2024, between the Issuer and the Borrower, for the purposes of (i) financing a portion of the costs of the Project; (ii) financing capitalized interest on the Series 2024C Note during the construction of the Project; (iii) funding required reserves, if any; and (iv) paying costs of issuance of the Series 2024C Note; and

WHEREAS, Sunrise Banks, National Association, a national banking association (the "Lender"), has agreed to purchase the Series 2024C Note in accordance with a Note Purchase Agreement, dated June ___, 2024, between the Issuer, the Borrower, and the Lender; and

WHEREAS, the Borrower will be absolutely and unconditionally obligated to repay the Loan, together with interest thereon, on the dates and in the amounts sufficient to pay when due the principal of and interest on the Series 2024C Note, and to induce the Lender to purchase the Series 2024C Note and to secure the payment of the principal of, premium, if any, and interest on the Series 2024C Note when due, the Issuer will assign its rights under this Loan Agreement to the Lender (except for its rights to indemnification and payment of certain costs of the Issuer as set forth in this Loan Agreement) under the terms of the Assignment of Loan Agreement, dated as of June 1, 2024 (the "Assignment of Loan Agreement"), between the Issuer and the Lender; and

WHEREAS, to further secure its obligations under this Loan Agreement, including but not limited to its obligation to make all loan repayments in amounts sufficient to pay all principal of, premium, if any, and interest on the Series 2024 Notes (including but not limited to the Series 2024C Note) when due, the Borrower will execute and deliver to the Lender, or cause to be executed and delivered to the Lender, the Security Documents described herein; and

NOW, THEREFORE, the Issuer and the Borrower each in consideration of the representations, covenants, and agreements of the other as set forth herein, mutually represent, covenant, and agree as follows:

(The remainder of this page is intentionally left blank.)

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1. Definitions. In this Loan Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Minnesota Statutes, Chapter 462C and Sections 471.59 and 471.656, as amended.

Administrative Fee: the fee payable to the Issuer pursuant to Section 3.6 hereof.

Architect's Certificate: the Architect's Certificate, dated the Issue Date, by the Project Architect and such other architect in favor of the Lender, and all amendments and supplements thereto.

Assignment of Construction Documents: the Assignment of Plans, Contracts, Agreements, Licenses and Permits, dated the Issue Date, between the Borrower and the Lender, and all amendments and supplements thereto.

Assignment of Loan Agreement: the Assignment of Loan Agreement, dated as of June 1, 2024, between the Issuer and the Lender, assigning the Issuer's interest in this Loan Agreement to the Lender to the extent provided therein, as the same may from time to time be amended or supplemented.

Assignment of Management Agreement: the Collateral Assignment of Management Agreement and Subordination of Management Fees, dated the Issue Date, between the Borrower, Vista Prairie Management, LLC, as the property manager, and the Lender, and all amendments and supplements thereto.

Assignment of Tax Abatement Agreement: the Assignment of Contract for Private Development (Tax Abatement), dated the Issue Date, by the Borrower in favor of the Lender, and including a Consent to Assignment of Contract for Private Development (Tax Abatement), dated the Issue Date, by the City of St. Francis in favor of the Lender, and all amendments and supplements thereto.

Bond Counsel: the firm of Kennedy & Graven, Chartered, Minneapolis, Minnesota, or any other firm of nationally recognized bond counsel experienced in tax-exempt bond financing selected by the Issuer and acceptable to the Borrower.

Borrower: Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company, and any surviving, resulting, or transferee business entity which may assume its obligations in accordance with the provisions of this Loan Agreement.

Borrower's Debt Service Coverage Ratio: the ratio of (a) the unrestricted net income of the Borrower for such period as determined in accordance with GAAP, plus (i) depreciation, amortization, and other non-cash expenses for such period, plus (ii) interest expense for such period; divided by (b) all mandatory principal and interest payments of all indebtedness secured by the Property during the same period, all as determined by the Lender in accordance with GAAP. The Borrower's Debt Service Coverage Ratio shall be based upon the preceding twelve (12) months and evaluated as of each Fiscal Year's end.

Borrower Tax Certificate: the Tax Certificate of the Borrower and the Sole Member, dated the Issue Date, including an endorsement of the Issuer, with respect to the Series 2024C Note.

Business Day: any day other than a Saturday, a Sunday, or a day on which banking institutions in the states of Minnesota and New York are closed.

City of Ham Lake: the City of Ham Lake, Minnesota, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State, its successors and assigns.

City of Nowthen: the City of Nowthen, Minnesota, a statutory city and political subdivision organized and existing under the Constitution and laws of the State, its successors and assigns.

City of St. Francis: the City of St. Francis, Minnesota, a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State, its successors and assigns.

Code: the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

Consents to Assignments: the Consent to Assignment, dated the Issue Date, each executed and delivered by the General Contractor, the Project Architect, the Engineer, and such other contractors, architects or engineers as determined by the Lender, all in favor of the Lender, and all amendments and supplements thereto.

Construction Documents: this term shall have the meaning provided in the Construction Loan Agreement.

Construction Loan Agreement: the Construction Loan Agreement, dated the Issue Date, between the Borrower and the Lender, and all amendments, restatements, replacements, modifications, and supplements thereto.

Cooperative Agreement: the Cooperative Agreement, dated as of June 1, 2024, between the City of St. Francis, the Issuer, and the City of Ham Lake, and all amendments and supplements thereto.

Counsel: an attorney designated by or acceptable to the Lender, duly admitted to practice law before the highest court of any state; an attorney for the Borrower or the Issuer may be eligible for appointment as Counsel.

Date of Taxability: this term shall have the meaning ascribed to it in Section 5.4(2) hereof.

Default Rate: a rate of interest that is five percent (5%) above the otherwise applicable interest rate of the Series 2024C Note.

Determination of Taxability: this term shall have the meaning ascribed to it in Section 5.4(2) hereof.

Disbursing Agreement: the Construction Loan Disbursement Agreement, dated the Issue Date, between the Borrower, the Lender, and the Title Company, and all amendments and supplements thereto.

Engineer: Sambatek, Inc., a Minnesota corporation, its successors and assigns.

Engineer's Certificate: the Engineer's Certificate, dated the Issue Date, by the Engineer and such other engineer in favor of the Lender, and all amendments and supplements thereto.

Environmental and ADA Indemnification Agreement: the Environmental and ADA Indemnification Agreement, dated the Issue Date, by the Borrower and the Guarantor in favor of the Lender, and all amendments and supplements thereto.

Event of Default: any of the events described in Section 7.1 hereof.

Exempt Organization: an organization that is exempt from federal income taxation under the provisions of Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code.

Financial Statements: all balance sheets, income statements, and statements of cash flow for the Borrower, the Sole Member, and the Guarantor, delivered by the Borrower to the Issuer or the Lender as required by the terms of this Loan Agreement, the Construction Loan Agreement, and the Security Documents.

Fiscal Year: the period commencing on July 1 of any year and ending on June 30 of the following year or any other twelve (12) month period specified by the Borrower.

GAAP: generally accepted accounting principles, consistently applied.

General Contractor: Bauer Design Build, LLC, a Minnesota limited liability company, its successors and assigns.

Gross Revenues: for any period of calculation, the aggregate, calculated in accordance with GAAP, of all operating and non-operating revenues of the Borrower, including, but without limiting the generality of the foregoing, (a) resident service revenues; (b) other operating revenues; (c) contributions (other than restricted endowment); (d) unrestricted investment income; (e) unrestricted endowment income; (f) net proceeds from business interruption insurance; and (g) any unrestricted transfers from any entity affiliated with the Borrower; provided, that any calculation of the Gross Revenues shall not take into account any unrealized gains or losses on investments or any extraordinary or non-recurring items, in accordance with GAAP (including without limitation any gain or loss resulting from either the extinguishment of indebtedness or the sale, exchange or other disposition of assets not made in the ordinary course of business).

Guarantor: Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities, its successors and assigns.

Guarantor's Debt Service Coverage Ratio: the ratio of (a) the unrestricted net income of the Guarantor for such period as determined in accordance with GAAP, plus (i) depreciation, amortization, and other non-cash expenses for such period, plus (ii) interest expense for such period; divided by (b) all mandatory principal and interest payments of all indebtedness secured of the Guarantor during the same period, all as determined by the Lender in accordance with GAAP. The Guarantor's Debt Service Coverage Ratio shall be based upon the preceding twelve (12) months and evaluated as of each Fiscal Year's end.

Guaranty: the Continuing Guaranty, dated the Issue Date, by the Guarantor in favor of the Lender, and all amendments and supplements thereto.

Independent: when used with reference to an attorney, engineer, architect, certified public accountant, consultant, or other professional person, means a person who (a) is in fact independent; (b) does not have any material financial interest in the Borrower or the transaction to which his or her certificate or opinion relates (other than payment to be received for professional services rendered); and (c) is not connected with the Issuer or the Borrower as an officer, director, or employee.

Issuance Expenses: any and all costs and expenses relating to the issuance, sale, and delivery of the Series 2024C Note, including but not limited to any fees of the Lender, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, any fee to be paid to the Issuer on the Issue Date, the cost of preparation of this Loan Agreement, the Security Documents, the Resolution, the Assignment of Loan Agreement, the Series 2024C Note, and all other related documents, and all other expenses relating to the issuance, sale, and delivery of the Series 2024C Note and any other costs which are treated as “issuance costs” within the meaning of Section 147(g) of the Code.

Issue Date: June 21, 2024, which is the date of issuance and delivery of the Series 2024C Note.

Issuer: the City of Ham Lake.

Lender: Sunrise Banks, National Association, a national banking association, its successors and assigns.

Loan: the loan of the proceeds of the Series 2024C Note from the Issuer to the Borrower described in Section 3.1 hereof.

Loan Agreement: this Loan Agreement, dated as of June 1, 2024, between the Issuer and the Borrower, and all amendments and supplements hereto.

Loan Documents: collectively, the Series 2024C Note, the Note Purchase Agreement, this Loan Agreement, the Assignment of Loan Agreement, the Cooperative Agreement, the Construction Loan Agreement, the Disbursing Agreement, the other “Loan Documents” described in the Construction Loan Agreement, and the Security Documents.

Long-Term Debt: all obligations for the payment of money incurred or assumed by the Borrower which appear as liabilities on its balance sheet as determined in accordance with GAAP, having a final maturity of more than one year from the date of its creation or which is renewable or extendible at the option of the Borrower for a period or periods more than one year from the date of its creation, but excluding any portion of it which is properly included in current liabilities.

Mortgage: the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated the Issue Date, by the Borrower in favor of the Lender, and any additional amendments, supplements, restatements or replacements thereto and any other mortgage that the Borrower may in the future provide to the Lender as security for repayment of the Loan.

Net Revenues Available for Debt Service: the Gross Revenues for a specified period, less the total Operating Expenses of the Borrower for the same specified period (excluding extraordinary losses and expenses or non-recurring items), as determined in accordance with GAAP, to which shall be added the amount of all depreciation, amortization and interest expense, all for the same specified period.

Note Purchase Agreement: the Note Purchase Agreement, dated June __, 2024, between the Issuer, the Borrower, and the Lender, providing for the purchase of the Series 2024C Note by the Lender.

Operating Expenses: for any period of calculation, the aggregate, calculated in accordance with GAAP, of all operating expenses of the Borrower.

Origination Fee: this term has the meaning given in Section 3.6 hereof.

Parity Debt: this term has the meaning given in Section 5.17 hereof.

Payment Date: this term has the meaning given in the Series 2024C Note.

Permitted Exceptions: this term has the meaning given in the Mortgage.

Person: any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity.

Plans and Specifications: the plans and specifications for the proposed construction of the Project, to be approved by the Borrower, acceptable to the Lender, and available for inspection by the Lender, as the same may be modified from time to time.

Prepayment Premium: this term has the meaning given in the Series 2024C Note.

Principal Balance: so much of the principal sum on the Series 2024C Note as from time to time remains unpaid.

Project: the approximately 134-unit senior living community, including approximately 59 independent living units, 43 assisted living units, 8 assisted living care suites, and 24 memory care units, to be located at 23440 Ambassador Boulevard NW in the City of St. Francis, which will be owned and operated by the Borrower, to be acquired, constructed, and equipped with the proceeds of the Series 2024 Notes.

Project Architect: Pope Associates, Inc., a Minnesota corporation doing business as Pope Design Group, its successors and assigns.

Project Costs: any and all sums of money required to acquire, develop, construct and equip the Project, excluding Issuance Expenses, as more fully described in the Construction Loan Agreement, but including the following:

(a) the expense of preparation of the Plans and Specifications and of all other architectural, engineering, testing, and supervisory services incurred and to be incurred in the planning, construction, and completion of the Project as approved by the Lender;

(b) the cost of acquisition and installation of all items of equipment, machinery, or furnishings included in the Project as approved by the Lender;

(c) premiums on all insurance relating to construction during the period before completion of the Project, to the extent that such premiums are not paid by a contractor;

(d) the contract price of all labor, services, materials, supplies, equipment, and remodeling furnished under a construction contract as approved by the Borrower and the Lender;

(e) the cost of all other labor, services, materials, supplies, and equipment necessary to complete the acquisition, construction, expansion, and equipping of the Project as approved by the Lender;

(f) all interest accruing on money borrowed by the Borrower for financing of the Project during construction and up to six (6) months thereafter for a term no longer than twenty-four (24) months from the Issue Date;

(g) without limitation by the foregoing, all other expenses which under GAAP constitute necessary capital expenditures for the Project, which are approved by the Lender, and are authorized by the Act to be paid from the proceeds of the Series 2024 Notes; and

(h) all advances, payments, and expenditures made or to be made by the Issuer and any other person with respect to any of the foregoing expenses so long as approved by the Lender.

Property: this term has the meaning given in the Mortgage.

Resolution: the resolution adopted by the City Council of the Issuer on June 17, 2024, authorizing the issuance of the Series 2024C Note and authorizing the execution and delivery of the Series 2024C Note, this Loan Agreement, the Assignment of Loan Agreement, the Cooperative Agreement, and the Note Purchase Agreement, together with any supplement or amendment thereto.

Security Agreement: the Security Agreement, dated the Issue Date, by the Borrower in favor of the Lender, and all amendments and supplements thereto.

Security Documents: collectively, the Construction Loan Agreement, the Mortgage, the Security Agreement, the Environmental and ADA Indemnification Agreement, the Guaranty, the Assignment of Management Agreement, the Assignment of Construction Documents, the Consents to Assignments, the Assignment of Tax Abatement Agreement, the Architect's Certificate, the Engineer's Certificate, and all other agreements, instruments or documents executed by the Borrower or the Guarantor in connection with the Series 2024 Notes, the Project, or the Property, as all of the same may be amended, supplemented, restated, replaced or otherwise modified from time to time.

Series 2024A Note: the Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A, issued by the City of St. Francis in the original aggregate principal amount of \$10,000,000.

Series 2024A-T Note: the Taxable Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024A-T, issued by the City of St. Francis in the original aggregate principal amount of \$1,000,000.

Series 2024B Note: the Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024B, issued by the City of Nowthen in the original aggregate principal amount of \$10,000,000.

Series 2024C Note: the Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C, issued by the Issuer on the Issue Date in the original aggregate principal amount of \$10,000,000.

Series 2024 Notes: collectively, the Series 2024A Note, the Series 2024A-T Note, the Series 2024B Note, and the Series 2024C Note.

Sole Member: Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities, its successors and assigns.

State: the State of Minnesota.

Title Company: Land Title, Inc., a Minnesota corporation, as an authorized agent of First American Title Insurance Company.

Title Policy: an ALTA mortgagee's title insurance policy to be issued by the Title Company in the aggregate amount of \$31,000,000 in favor of the Lender and the endorsements thereto required by the Lender in form and substance acceptable to the Lender.

Total Principal and Interest Requirements: for any Fiscal Year, the sum of the principal and interest requirements on the Series 2024 Notes and the principal and interest requirements on all other indebtedness of the Borrower during such Fiscal Year.

Treasury Regulations: all proposed, temporary, or permanent federal income tax regulations then in effect and applicable.

UCC: the Uniform Commercial Code as in effect from time to time in the State or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

Section 1.2. Rules of Interpretation.

(1) This Loan Agreement shall be interpreted in accordance with and governed by the laws of the State.

(2) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision hereof.

(3) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

(4) Where the Borrower is permitted or required to do or accomplish any act or thing hereunder, the Issuer or the Lender may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Borrower.

(5) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(6) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(7) Articles, sections, subsections, and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(8) References to the Series 2024C Note as "tax exempt" or to the "tax-exempt status of the Series 2024C Note" are to the exclusion of interest on the Series 2024C Note from gross income under Section 103(a) of the Code.

(9) Time is of the essence of this Loan Agreement and all dates and time periods specified herein or therein shall be strictly observed.

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ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the Issuer. The Issuer makes the following representations as the basis for its covenants herein:

(1) The Issuer is a home rule city and political subdivision organized and existing under its Charter and the Constitution and laws of the State.

(2) Pursuant to Section 462C.04, subdivision 2, of the Act, the Issuer, the City of St. Francis, and the City of Nowthen have developed a joint housing program providing for the issuance of Series 2024 Notes, and on or before the day on which notice of a public hearing regarding the housing program was published, the housing program was submitted to Metropolitan Council for review and comment.

(3) On June 17, 2024, the City Council of the Issuer adopted the Resolution granting approval to the issuance of the Series 2024C Note and the execution and delivery of the Loan Documents to which the Issuer is a party.

(4) No council member of the Issuer and no other elected or appointed official who is authorized to take part in the approval, execution, or delivery of this Loan Agreement or the issuance of the Series 2024C Note, is directly or indirectly interested in this Loan Agreement, the Series 2024C Note, the Project, or any contract or agreement hereby contemplated to be entered into or undertaken with respect to the Project.

(5) Pursuant to the Resolution, the Issuer has authorized and directed the Lender to disburse the proceeds of the Series 2024C Note directly to the Borrower and such other parties as may be entitled to payment or reimbursement for Project Costs, upon receipt of such supporting documentation as the Lender may deem reasonably necessary or as required by this Loan Agreement, the Construction Loan Agreement, or the Disbursing Agreement.

(6) To the actual knowledge of the persons executing this Loan Agreement, without inquiry or investigation, the execution and delivery of the Loan Documents to which the Issuer is a party will not constitute a breach of or default under any existing agreement, indenture, mortgage, lease, or other instrument to which the Issuer is a party or by which it is bound.

Section 2.2. Representations by the Borrower. The Borrower makes the following representations as the basis for its covenants herein:

(1) The Borrower is a limited liability company organized under the laws of the State, is in good standing and duly authorized and qualified to conduct its business in the State and all other states where its activities require such authorization, has power to enter into the Loan Documents to which it is a party and to use the Project for the purpose set forth in this Loan Agreement, and by proper action has authorized the execution and delivery of the Loan Documents to which it is a party.

(2) The Borrower is treated as a disregarded entity for federal income tax purposes. The Sole Member is an Exempt Organization. The Sole Member is not a "private foundation" as defined in Section 509(a) of the Code. Not more than five percent (5%) of the proceeds of the

Series 2024C Note will be used, directly or indirectly, to finance property used in an unrelated trade or business of the Sole Member determined by applying Section 513(c) of the Code or in the trade or business of any person other than an Exempt Organization. The Sole Member has not been notified by the Internal Revenue Service of any revocation, modification, withdrawal, or rescission of the ruling or determination letter recognizing the Sole Member as an Exempt Organization, and the ownership and operation of the Project is not an “unrelated trade or business” of the Borrower or the Sole Member within the meaning of Section 513 of the Code. There is no action, proceeding, or investigation pending or threatened by the Internal Revenue Service or authorities of the State which, if adversely determined, might result in a modification of the status of the Sole Member as an Exempt Organization.

(3) The execution and delivery of the Loan Documents to which the Borrower is a party, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Borrower’s articles of organization, its operating agreement, any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or to which any property of the Borrower is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule, or regulation of any court or of any state or federal regulatory body having jurisdiction over the Borrower or its properties, including the Project, and do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound. The Borrower represents and warrants that the Borrower’s execution, delivery, and performance of the Loan Documents to which it is a party do not require the consent or approval of or the giving of notice to any person which approval has not been duly obtained or which notice has not been duly given.

(4) The proceeds of the Series 2024C Note will be used only for the purposes contemplated hereby and permitted under the provisions of the Act.

(5) The Borrower is not in the trade or business of selling properties such as the Project and is constructing the Project for use by the Borrower in its trade or business; therefore, the Borrower has no intention now or in the foreseeable future to voluntarily sell, surrender, or otherwise transfer, in whole or part, its interest in the Project.

(6) The Borrower represents and warrants that there is no litigation, arbitration, legal or administrative proceeding, tax audit, investigation, or other action of any nature pending or, to the knowledge of the Borrower, threatened against, likely to be instituted against, or affecting the Borrower, the Sole Member, or the Guarantor or any of their respective properties which would have a material adverse effect on their respective financial condition. The Borrower, the Sole Member, and the Guarantor are not subject to any outstanding court or administrative order, writ, or injunction which would have a material adverse effect on their respective financial condition. To the best of the Borrower’s knowledge, information, and belief, no facts exist that give material adverse claims to third parties against the Borrower, the Sole Member, and the Guarantor, except as disclosed in the Financial Statements.

(7) The Borrower represents and warrants that the Borrower, the Sole Member, and the Guarantor are not in default in any respect that affects their respective businesses, properties, operations, or condition, financial or otherwise, under any indenture, mortgage, deed of trust, credit agreement, note, agreement, lease, sale agreement, or other instrument to which the Borrower, the Sole Member, and the Guarantor are a party or by which their respective properties

are bound. To the best of the Borrower's knowledge, information, and belief, no other party to any contract with the Borrower, the Sole Member, or the Guarantor is in default or breach thereof and no circumstances exist which, with the giving of notice and/or the passing of time, would constitute such default or breach. As of the date hereof, no "Event of Default" exists under this Loan Agreement.

(8) The Borrower represents and warrants that the Borrower, the Sole Member, and the Guarantor have filed all federal and state income tax returns which, to the knowledge of the officers of the Borrower, are required to be filed and have paid all taxes shown on said returns and all assessments and governmental charges received by the Borrower, the Sole Member, and the Guarantor to the extent that they have become due.

(9) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

(10) The Borrower has approved the terms and conditions of the Series 2024C Note and the other Loan Documents.

(11) The financial information supplied to the Lender truly and completely discloses the financial condition of the Borrower, the Sole Member, and the Guarantor as of the date of such information, and there have been no material, adverse changes in the financial condition of the Borrower, the Sole Member, and the Guarantor subsequent to the date of the most recent Financial Statement supplied to the Lender.

(12) This Loan Agreement and the other Loan Documents to which the Borrower is a party, when executed and delivered by the Borrower, constitute legal, valid, and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency, and other similar laws affecting creditors' rights generally). The Borrower covenants and agrees to promptly cure, and ratify the cure of, any defects in the creation, issuance, and delivery of the Loan Documents to which it is a party. The Borrower covenants and agrees, at its expense, to execute (or cause to be executed) and deliver to the Lender upon request all such other and further documents, agreements, and instruments in compliance with the covenants and agreements of the Borrower in the Loan Documents to which it is a party, or to evidence further and to describe more fully any collateral intended as security for the Series 2024C Note, or to correct any omissions in the Loan Documents to which it is a party, or to state more fully the obligations and agreements set out in the Loan Documents to which it is a party, or to perfect, protect, or preserve any encumbrances created pursuant to the Loan Documents to which it is a party, or to make any recordings, to file any notices, or to obtain any consents, all as may be reasonably necessary or appropriate in connection therewith.

(13) No proceeds of the Series 2024C Note will be used to finance facilities primarily used for any religious purpose.

(14) The Borrower covenants and agrees to pay all filing, registration, or recording fees, and all expenses incident to the execution and acknowledgment of this Loan Agreement and the other Loan Documents and any extension, amendment, or renewal thereof.

(15) The Project constitutes a multifamily housing development, within the meaning of the Act, designed for rental primarily to elderly persons without regard to the limitations and

conditions set forth in Sections 462C.03 and 462C.05, subdivision 2 of the Act, all as provided in Section 462C.05, subdivision 4 of the Act.

(16) The Project presently complies and shall at all times comply with all applicable building, zoning, and environmental restrictions, and other requirements or restrictions enacted or promulgated by the State or any political subdivision or agency thereof or by the government of the United States of America or any agency thereof, and any restrictions of record which might limit or effect the intended use of the Project. The Borrower has obtained all consents, permits, and licenses necessary to be obtained as of the date hereof to construct, occupy and operate the Project for its intended purposes.

(17) The Borrower has, as of the date hereof, permitted no work on the Project which could give rise to a lien on the Property or any portion of the Project or, if such work has commenced, has provided adequate waivers, indemnifications, and other assurances to the Title Company so that the Title Policy and all endorsements thereto can be issued without exception for filed or unfiled mechanics/construction liens.

(18) The Borrower has not guaranteed the obligations of any other Person.

(19) The Borrower agrees that the foregoing representations and warranties shall be continuing in nature and shall remain in full force and effect until such time as the Loan shall be paid in full.

(20) The Borrower has no current intention to sell or otherwise dispose of any part of the Property included in the Project during the term of the Series 2024C Note.

(21) The Borrower represents and warrants that neither the business nor the Property of the Borrower is impaired as a result of any fire, explosion, earthquake, flood, drought, windstorm, accident, strike or other labor disturbance, embargo, requisition or taking of property, cancellation of contracts, permits, concessions by any domestic or foreign government or any agency thereof, riot, activities of armed forces or acts of God or of any public enemy.

Section 2.3. Lender May Rely on Representations. The Issuer and the Borrower agree that the representations contained in this Article II are for the use and benefit of the Issuer and the Lender, and the Lender shall be entitled to rely thereon.

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ARTICLE III

THE LOAN

Section 3.1. Amount and Source of Loan. The Issuer has authorized the issuance of the Series 2024C Note in the principal amount of \$10,000,000 to provide funds to the Borrower to finance a portion of the costs of the Project. The Issuer agrees to lend to the Borrower and the Borrower agrees to borrow from the Issuer, upon the terms and conditions herein and in the Series 2024C Note, the aggregate principal sum of \$10,000,000 by having the proceeds of the Series 2024C Note applied and disbursed in accordance with the provisions hereof, the Construction Loan Agreement, and the Disbursing Agreement. Upon the execution and delivery of this Loan Agreement, the other Loan Documents, and all other documents and instruments necessary to the transactions contemplated hereby and the recording and filing of such documents as may be required to be filed or recorded by the Lender or Bond Counsel, the Issuer will execute the Series 2024C Note and cause the Series 2024C Note to be delivered to the Lender.

Section 3.2. Requirements for Disbursement of the Loan. The following are conditions precedent to the advance of the proceeds of the Series 2024C Note:

(1) receipt by the Lender of executed copies of all Loan Documents, an executed Borrower Tax Certificate, and executed certificates of the Issuer, the Borrower, and the Sole Member prepared by Bond Counsel in connection with the issuance of the Series 2024C Note;

(2) receipt by the Lender of UCC-1 financing statements in favor of the Lender, as secured party;

(3) receipt by the Lender of a proforma marked and initialed Title Policy issued by the Title Company;

(4) receipt by the Lender of certificates of liability, builder's risk, property, business interruption, and workers compensation insurance for the Borrower;

(5) completion of UCC lien search with respect to the Borrower and the Guarantor, together with state and federal tax lien, judgment and bankruptcy searches;

(6) receipt by the Lender of a certificate of flood insurance;

(7) receipt by the Lender of zoning letter addressed to the Lender;

(8) receipt by the Lender or the Title Company of an executed affidavit of the Borrower regarding business entity;

(9) receipt by the Lender of a loan closing statement executed by the Borrower and the Title Company;

(10) receipt by the Lender or the Title Company of utility letters for gas, electric, sewer and water, cable and telephone;

(11) receipt by the Lender of a Phase I Environmental Site Assessment addressed to the Lender, together with executed copies of all environmental and geotechnical reports and investigations affecting the Property, all of which shall be acceptable to, and in favor of, the

Lender, and all applicable reliance letters with respect to such reports and investigations addressed to the Lender;

(12) receipt by the Lender and the Title Company of an ALTA/NSPS Land Title survey in the form described in the Construction Loan Agreement and acceptable to the Lender;

(13) receipt by the Lender of an appraisal in the form described in the Construction Loan Agreement;

(14) receipt by the Lender of financial statements of the Borrower for fiscal year ended June 30, 2023;

(15) payment of the Lender's Origination Fee and any other costs and expenses of the Lender;

(16) establishment of depository/treasury management relationship with the Lender;

(17) receipt by the Lender of an opinion of Bond Counsel to the effect that the Issuer has duly authorized, executed, and delivered the Series 2024C Note, that the Series 2024C Note is enforceable in accordance with its terms, and that the interest on the Series 2024C Note is exempt from federal income taxation;

(18) receipt by the Lender of one (1) or more executed opinions of counsel to the Borrower and the Guarantor in form and substance acceptable to the Lender and Bond Counsel;

(19) payment of all costs and expenses of the Issuer, including but not limited to the Administrative Fee of the Issuer;

(20) receipt by the Lender of such other items, papers and documents as may be required by this Loan Agreement or the other Loan Documents or as the Lender may reasonably require; and

(21) receipt by the Lender of any certification, instrument, assignment or other document referenced in or required by any of the foregoing.

Section 3.3. Disbursement of the Loan. The Issuer has authorized the Lender to advance the proceeds of the Series 2024C Note pursuant to the terms of the Construction Loan Agreement and the Disbursing Agreement. On the Issue Date, the Lender has disbursed proceeds of the Series 2024C Note to the Borrower for payment or reimbursement of Project Costs in the amount of \$_____ and Issuance Expenses in the amount of \$_____. The remaining principal of the Series 2024C Note will be drawn down pursuant to the terms of the Disbursing Agreement.

Section 3.4. Repayment. Subject to the prepayment provisions set forth in the Series 2024C Note and in Article VI hereof, the Borrower agrees to repay the Loan by making all payments of principal, interest and any premium, penalty or charge that are required to be made by the Issuer under the Series 2024C Note at the times and in the amounts provided therein. All payments shall be made directly to the Lender at such office of the Lender as it shall designate from time to time for the account of the Issuer. The Borrower represents and covenants that the source of payment of the Series 2024C Note is from revenues derived from the operation of the Project and other amounts available to the Borrower.

Section 3.5. Borrower's Obligations Unconditional. All payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction, or defense. The Borrower will not suspend or discontinue any payments, and will perform and observe all of its other agreements in this Loan Agreement and the other Loan Documents and, except as expressly permitted herein, will not terminate this Loan Agreement and the other Loan Documents for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Project, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Lender, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement.

Section 3.6. Payment of Costs, Administrative Fee, and Origination Fee. In addition to the Loan repayments required pursuant to Section 3.4 hereof, the Borrower shall have remitted to the Issuer an Administrative Fee in the amount of \$50,000 on the Issue Date.

In addition to the Loan payments payable pursuant to Section 3.4 hereof and the Administrative Fee payable pursuant to this Section 3.6, the Borrower shall pay to the Lender a wholly earned non-refundable origination fee equal to twenty-five (25) basis points of the aggregate principal amount of the Series 2024C Note (the "Origination Fee") on the Issue Date.

In addition to the Loan repayments payable pursuant to Section 3.4 hereof and the Administrative Fee and Origination Fee payable pursuant to this Section 3.6, the Borrower shall pay to the Issuer and the Lender, when due and at the times requested by the Issuer and the Lender, amounts sufficient to pay in full all reasonable out-of-pocket costs and expenses of the Issuer and the Lender incurred in the issuance and payment of the Series 2024C Note and the making and collection of the Loan, including, without limitation: (i) all costs incurred in connection with the purchase, transfer, registration, exchange, or redemption of the Series 2024C Note; (ii) the reasonable fees and other costs incurred for services of such engineers, architects, attorneys, management consultants, accountants, and other consultants as are employed by the Issuer or the Lender to make examinations or reports, provide services, or render opinions required or permitted by this Loan Agreement or the Construction Loan Agreement; (iii) all costs reasonably incurred by the Issuer or the Lender in the amendment, waiver, or enforcement of the Series 2024C Note, this Loan Agreement, or any other Loan Document; and (iv) all costs of issuing the Series 2024C Note.

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ARTICLE IV
THE PROJECT

Section 4.1. Maintenance and Modification of Project by the Borrower. The Borrower agrees that at all times during the term of this Loan Agreement, the Borrower will, at the Borrower's own expense, maintain, preserve, and keep the Project open as a senior housing community, with the appurtenances and every part and parcel thereof, open as a senior housing community and in good repair, working order, and condition and that the Borrower will from time to time make all repairs, replacements, and renewals deemed proper and necessary by it. The Borrower agrees that it will administer, maintain, and operate the Project in a manner such that the Project is open to members of the general public, free of discrimination based upon race, creed, color, sex, or national origin.

The Borrower shall have the privilege of remodeling the Project or making substitutions, additions, modifications, and improvements to the Project from time to time as the Borrower, in its discretion, may deem to be desirable for the Borrower's use for such purposes as shall be permitted by the Act, the costs of which remodeling, substitutions, additions, modifications, and improvements shall be paid by the Borrower, and the same shall be the property of the Borrower and be included under the terms of this Loan Agreement as part of the Project, respectively; provided, however, that all such remodeling, substitutions, additions, modifications, and improvements shall be done in a good and workmanlike manner and in compliance with all laws and the Project, as remodeled, improved, or altered, upon completion of such remodeling, substitutions, additions, modifications, and improvements made pursuant to this Section 4.1 shall be of a value not less than the fair market value of the Project immediately prior to the remodeling or the making of substitutions, additions, modifications, and improvements. The prior written consent of the Lender is not required if the total cost of such remodeling, substitutions, additions, modifications, and improvements to the Project do not exceed \$500,000. The prior written consent of the Lender is required if the total cost of such remodeling, substitutions, additions, modifications, and improvements to the Project exceeds \$500,000.

The Borrower may from time to time, in its reasonable discretion and at its own cost and expense, install or place other equipment and tangible personal property in the Project. The Borrower may remove such equipment and tangible personal property at any time, at its own cost and expense, whether or not the same shall have been affixed or annexed to the Project, but any damage caused to the Project by any such removal shall be repaired at the sole cost and expense of the Borrower. All such items so installed by the Borrower shall become part of the Project and be included under the terms of this Loan Agreement and subject to the lien of the Mortgage and the Security Agreement.

Section 4.2. Utilities. The Borrower agrees to pay or cause to be paid, when due, all utility charges which are incurred for the benefit of the Project or which may become a charge or lien against the Property for energy, fuel, gas, electricity, water, or sewer services furnished to the Project and all other charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such charges are liens thereon.

Section 4.3. Liens and Encumbrances. The Borrower represents and warrants that, as of the date of execution of this Loan Agreement, there exists no lien, charge or encumbrance, other than Permitted Exceptions, upon the Property, or any Loan repayment, prior to this Loan Agreement, the Construction Loan Agreement, the Mortgage, or the other Loan Documents. Except as otherwise permitted by the provisions of this Loan Agreement, the Mortgage, or the other Loan Documents, the Borrower will not create or suffer to be created any lien, encumbrance or charge upon the Property, other than Permitted Exceptions, it will satisfy or cause to be discharged, or will make adequate provision to

satisfy and discharge, within thirty (30) days after the same shall occur, all lawful claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien upon the Property. If any such lien shall be filed or asserted against the Property, or any installment of Loan repayments, by reason of work, labor, services or materials supplied or claimed to have been supplied, the Borrower shall within thirty (30) days after it receives notice of the filing thereof or the assertion thereof, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against the Property, or any installment of Loan repayments, by contest, payment, deposit, bond, order of court or otherwise.

Section 4.4. Insurance Coverage. The Borrower shall obtain and maintain at all times the insurance required by the Lender pursuant to the Construction Loan Agreement and the Mortgage.

Section 4.5. Prohibition Against Removal or Material Alteration. Following the construction of the Project, no portion of the Project shall be removed, demolished or materially altered or enlarged, nor shall any new improvements be constructed thereon, without the prior written consent of the Lender.

Section 4.6. Installation and Removal of Equipment by the Borrower. The Borrower may from time to time in its reasonable discretion install or place within the Project or elsewhere on the Property items of personalty. All such items so installed by the Borrower shall become part of the Project and be included under the terms of this Loan Agreement and subject to the lien of the Mortgage and the Security Agreement.

Section 4.7. Americans With Disabilities Act. The Borrower represents and warrants that the Property and the Project will comply with the Americans with Disabilities Act of 1990.

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ARTICLE V

BORROWER'S COVENANTS

Section 5.1. Indemnity. The Borrower will, to the extent permitted by law, pay, and will protect, indemnify, and save the Issuer, its officers, agents, and employees, and the Lender, its officers, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising from:

- (1) any injury to or death of any person or damage to property in or upon the Project or growing out of or connected with the use, non-use, condition, or occupancy of the Project or a part thereof;
- (2) violation of any agreement or condition of this Loan Agreement, except by the Issuer or its assignee or the Lender or its assignee;
- (3) violation of any contract, agreement, or restriction by the Borrower relating to the Project;
- (4) violation by Borrower of any law, ordinance, or regulation affecting the Project or a part thereof or the ownership, occupancy, or use thereof, or arising out of this Loan Agreement, the Series 2024C Note, or the transactions contemplated thereby; and
- (5) any statement or information relating to the expenditure of the proceeds of the Series 2024C Note contained in the Borrower Tax Certificate or similar document furnished by the Borrower to the Issuer and the Lender which, at the time made, is misleading, untrue, or incorrect in any material respect.

The Borrower will further pay, and will protect, indemnify, and save the Issuer and the Lender (and any subsequent owner or owners of the Series 2024C Note) harmless from and against all liabilities, losses, damages, costs, and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, and judgments of any nature arising from the issuance or sale of the Series 2024C Note and the performance of their duties and obligations hereunder, other than liabilities, losses, damages, costs, and expenses occasioned by the gross negligence, default, or willful misconduct of the Issuer or the Lender.

Section 5.2. Continuing Existence and Qualification. Throughout the term of this Loan Agreement, the Borrower will remain duly qualified to do business in the State, will maintain its existence as a limited liability company with a sole member that is an Exempt Organization, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation or other business entity or permit any other corporation or other business entity to consolidate with or merge into it unless the Lender has consented to such actions in writing and (1) the surviving, resulting, or transferee corporation, or other business entity, as the case may be, shall be a nonprofit corporation operating under the laws of the United States, any state or the District of Columbia, and an Exempt Organization (provided the Project will not constitute an unrelated trade or business within the meaning of Section 513(e) of the Code) or a governmental unit under Section 145 of the Code; (2) the surviving, resulting, or transferee corporation, or other business entity, as the case may be, if other than the Borrower, assumes in writing all of the obligations of the Borrower under this Loan Agreement and the other Loan Documents to which it is a party and shall deliver that instrument to the Lender; and

(3) the surviving, resulting, or transferee corporation or other business entity, as the case may be, is duly qualified to do business in the State. Every surviving, resulting, or transferee corporation and other entity referred to in this Section 5.2 shall be bound by all of the covenants and agreements of the Borrower herein with respect to any further consolidation, merger, sale, or transfer.

Section 5.3. Security for the Loan. As additional security for the Lender, and to induce the Issuer to issue and deliver the Series 2024C Note, the Borrower agrees to execute and deliver the Loan Documents to which it is a party and agrees to meet all its obligations under the Loan Documents, which documents shall remain in effect until all payments required hereunder have been made; and the Borrower will cause to be recorded and filed the Mortgage, UCC-1 financing statements, and such other documents requested by the Lender or Bond Counsel, in such places and in such manner as the Lender or Bond Counsel deems necessary or desirable to perfect or protect the security interest of the Lender in and to the Project and other collateral referred to in said documents. In addition, the Borrower shall cause the Guarantor to provide the Guaranty and the other Loan Documents applicable to the Guarantor to the Lender.

Section 5.4. Preservation of Tax Exemption of Series 2024C Note.

(1) The Borrower covenants and agrees that, in order to assure that the interest on the Series 2024C Note shall at all times be excludable from gross income for federal income tax purposes, the Borrower represents and covenants with the Issuer and the Lender that it will comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and the Borrower specifically represents, covenants, and agrees as follows:

(a) The Borrower will be the fee title owner of the Project, and the Sole Member will own the Project for federal income tax purposes. No portion of the Project is or will be managed by anyone other than the Borrower or a governmental entity or an Exempt Organization or pursuant to a “qualified management agreement” within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, rulings and revenue procedures thereunder, including Revenue Procedure 97-13, 1997-1 C.B. 632, issued January 10, 1997, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, issued June 20, 2001, as amplified by Notice 2014-67, 2014-46 I.R.B. 822, issued November 10, 2014, as amplified by Revenue Procedure 2016-44, 2016-36 I.R.B. 316, issued October 31, 2016, and as further modified and amplified by Revenue Procedure 2021-13, 2021-6 I.R.B., issued March 21, 2017, or any subsequent revenue procedure, regulation, or other written statements of the Internal Revenue Service or the United States Department of the Treasury that establishes superseding rules or regulations with respect to permissible management or service agreements or establishes “safe harbors” with respect to such agreements.

(b) The Project will not be used by the Borrower or the Sole Member in an unrelated trade or business, determined by the application of Section 513(a) of the Code except to an extent which does not adversely affect the tax-exempt status of the interest on the Series 2024C Note.

(c) No more than five percent (5%) of the proceeds of the Series 2024C Note, less any proceeds applied to Issuance Expenses, are to be used for any private business use, as defined in Section 141(b)(6) of the Code, or for any unrelated trade or business of an Exempt Organization.

(d) The payment of the principal of, or interest on, no more than five percent (5%) of the proceeds of the Series 2024C Note is (under the terms of the Series 2024C Note or any underlying arrangement) directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or for any unrelated trade or business of an Exempt Organization, or (B) payments in respect of such property, or (ii) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use or for any unrelated trade or business of an Exempt Organization.

(e) The average maturity of the Series 2024C Note does not exceed one hundred twenty percent (120%) of the average reasonably expected economic life of the Project financed with the proceeds of the Series 2024C Note, all within the meaning of Section 147(b) of the Code.

(f) While the Series 2024C Note remains outstanding, no portion of the proceeds of the Series 2024C Note shall be used to provide any airplane, skybox or other private luxury box, any facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) Any Issuance Expenses financed by the Series 2024C Note shall not exceed two percent (2%) of the proceeds of the Series 2024C Note.

(h) The Borrower covenants for the benefit of the Lender and any subsequent holders of the Series 2024C Note that, with respect to the proceeds of the Series 2024C Note and the earnings thereon and with respect to money or obligations which are treated as “gross proceeds” under the provisions of Section 148 of the Code, no use thereof or of any other money of the Borrower shall be made which will cause the Series 2024C Note to be deemed to be an “arbitrage bond” within the meaning of Section 148 of the Code. For purposes of the preceding sentence, the provisions of Section 148 of the Code shall be deemed to include any rules or regulations (whether proposed, temporary, or final) which, due to retroactive application or for other reasons, are applicable to the Series 2024C Note. The Borrower hereby agrees to take any reasonable actions which the Lender deems necessary to ensure compliance with Section 148 of the Code, including amending this Loan Agreement. Specifically, the Borrower shall (i) maintain records identifying all “gross proceeds” and “replacement proceeds” (as defined in Section 148(f)(6)(B) of the Code) attributable to the Series 2024C Note, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Series 2024C Note) and any earnings derived from the investment of such arbitrage profit; (ii) make, or cause to be made as of the end of each fifth bond year, the annual determinations of the amount, if any, of excess arbitrage required to be paid to the United States (the “Rebate Amount”); (iii) pay, or cause to be paid, to the United States at least once every fifth bond year the amount, if any, which is required to be paid to the United States, including the last installment which shall be made no later than sixty (60) days after the day on which the Series 2024C Note is paid in full; (iv) not invest, or permit to be invested, any gross proceeds of the Series 2024C Note in any acquired nonpurpose obligations so as to deflect arbitrage otherwise payable to the United States as a “prohibited payment” to a third party; and (v) retain all records of the annual determination of the foregoing amounts until six (6) years after the Series 2024C Note have been fully paid.

(i) The Borrower covenants that it will take no action, and it will not fail to take an action, if the effect would be to cause, permit, or otherwise result in the interest on the Series 2024C Note becoming includable in gross income for purposes of federal income taxation or a Determination of Taxability with respect to the Series 2024C Note. At the request of the Lender, the Borrower shall obtain (at its own cost) and deliver to the Lender an opinion of nationally recognized bond counsel to the effect that interest on the Series 2024C Note is not includable in gross income for purposes of federal income taxation. The Borrower makes the following representations with respect to the proceeds of the Series 2024C Note: (i) the Borrower will not use the proceeds of the Series 2024C Note or the Project in any manner which would cause the Series 2024C Note to be a “private activity bond” other than a “qualified 501(c)(3) bond” within the meaning of the Code; and (ii) the Borrower agrees that, throughout the term of this Loan Agreement, it will operate the Project in such a manner as is necessary to conform to the policies and purposes of the Code and the requirements of Section 147 of the Code in effect on the Issue Date of the Series 2024C Note. Specifically, and without limitation, the Borrower covenants that it will not use any part of the Project for any unlawful purpose.

(j) The Series 2024A Note was sold to the Lender on May 9, 2024. The Series 2024B Note was sold to the Lender on May 28, 2024. The Series 2024C Note was sold to the Lender on June ___, 2024 pursuant to the Note Purchase Agreement. No other obligations have been or are expected to be issued under Section 103(a) of the Code for sale at substantially the same time (within fifteen (15) days) as the Series 2024C Note is sold, pursuant to the same plan of financing, including notes for the same facility or related facilities, and which are reasonably expected to be paid from substantially the same source of funds, determined without regard to guarantees from unrelated parties, or to otherwise become part of the same “issue of obligations” of the Series 2024C Note as described in Section 1.150-(1)(c)(1) of the Treasury Regulations, so as to impair the exclusion from gross income under Section 103 of the Code of the interest on the Series 2024C Note. The Series 2024A-T Note is a taxable note sold to the Lender pursuant to the Note Purchase Agreement.

(k) The Borrower has not leased, sold, assigned, granted, or conveyed, and will not lease, sell, assign, grant, or convey, all or any portion of the Project, or any interest therein, to the United States or any instrumentality or agency thereof within the meaning of Section 149(b) of the Code. No proceeds of the Series 2024C Note shall be invested in investments which cause the Series 2024C Note to be federally guaranteed within the meaning of Section 149(b) of the Code.

(l) The Project is suitable for rental occupancy primarily by elderly persons, and no part of the Project which is financed with the Series 2024C Note is designed for use or will be used primarily for religious instruction or as a place for devotional activities or religious worship.

(m) In order to qualify the Series 2024C Note and this Loan Agreement under the “governmental program” provisions of Section 1.148-1(b) of the Treasury Regulations, the Borrower (and any “related person” thereto) will take no action the effect of which would be to disqualify this Loan Agreement as an “acquired program obligation” under said Section 1.148-1(b), including but not limited to entering into any arrangement, formal or informal, for the purchase by the Borrower of any portion of the Series 2024C Note.

(n) The Borrower will not otherwise use the proceeds of the Series 2024C Note, or take or fail to take any action, the effect of which would be to cause interest on the Series 2024C Note to be includable in gross income for federal income tax purposes.

(o) The Borrower has not paid or incurred any costs to be reimbursed from proceeds of the Series 2024C Note before the date sixty (60) days before May 14 2024, which is the date of adoption by the City Council of the Issuer of a written declaration of official intent to reimburse the Borrower for expenditures related to the Project which complies with the provisions of Section 1.150-2(d) and (e) of the Treasury Regulations, except for “preliminary expenditures” (within the meaning of Section 1.150-2(f)(2) of the Treasury Regulations) for the Project, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed twenty percent (20%) of the aggregate “issue price” of the Series 2024C Note, or expenditures in the de minimis amount of \$100,000 (as defined in Section 1.150-2(f)(1) of the Treasury Regulations).

(2) For the purpose of this Section, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or a change in any applicable federal statute, which holds or provides in effect that the interest payable on the Series 2024C Note is includable, for federal income tax purposes under Section 103 of the Code, in the gross income of the Lender or any other holder or prior holder of the Series 2024C Note, if the period, if any, for contest or appeal of such action, ruling, or decision by the Borrower or Lender or any other interested party has expired without any such contest or appeal having been properly instituted by the Lender, the Borrower, or any other interested party. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Lender nor the Borrower shall be required to contest or appeal any Determination of Taxability. The “Date of Taxability” shall mean that point in time, as specified in the determination, ruling, order, or decision that the interest payable on the Series 2024C Note becomes includable in the gross income of the Lender or any other holder or prior holder of the Series 2024C Note, as the case may be, for federal income tax purposes.

(3) If the Borrower receives a Determination of Taxability, it shall promptly give notice of such Determination of Taxability to the Issuer and the Lender. Upon receipt of a Determination of Taxability, at the option of the Lender, either (i) the Series 2024C Note shall be subject to mandatory redemption in accordance with the terms of the Series 2024C Note and Section 6.2 hereof; or (ii) the interest rate of the Series 2024C Note shall be increased in accordance with the terms of the Series 2024C Note from and after the Date of Taxability.

Section 5.5. Lease or Sale of Project. The Borrower shall not lease, sell, convey, or otherwise transfer the Project, in whole or part, except in the ordinary course of operating the Project, without first securing the prior written consent of the Lender; provided that in no event shall such lease, transfer, assignment, sale, or conveyance be permitted if the effect thereof would otherwise be to impair the validity or the tax-exempt status of the Series 2024C Note, nor shall any such transaction release the Borrower of any of its obligations under this Loan Agreement, unless the assignee-transferee is a surviving, resulting, or transferee entity as permitted under Section 5.2 hereof. The Borrower shall promptly notify the Issuer of any such sale, transfer, assignment, or lease.

Section 5.6. Project Operation and Maintenance Expenses. The Borrower shall pay all expenses of the operation and maintenance of the Project, including, but without limitation and in addition to the insurance requirements set forth in Section 4.4 hereof, fire and other risk insurance, public

liability insurance, and such other insurance as Lender may require with respect to the Borrower's properties and operations, in form, amounts, coverages, and with insurance companies reasonably acceptable to the Lender, and all taxes and special assessments levied upon or with respect to the Project and payable during the term of this Loan Agreement, all in conformance with the provisions of the Construction Loan Agreement and the Mortgage. Upon request of the Lender from time to time, the Borrower will deliver policies or certificates of insurance in form satisfactory to the Lender, evidencing compliance with the foregoing requirement.

Section 5.7. Notification of Changes. The Borrower covenants and agrees that it will promptly notify the Lender of:

- (1) any litigation which might materially and adversely affect the Borrower, the Guarantor, the Property and any of their other properties;
- (2) the occurrence of any Event of Default under this Loan Agreement, the other Loan Documents or under any other loan agreement, debenture, note, purchase agreement or any other agreement providing for the borrowing of money by the Borrower or any event of which the Borrower has knowledge and which, with the passage of time or giving of notice, or both, would constitute an Event of Default under this Loan Agreement, the other Loan Documents or under such other agreements;
- (3) any future event that would cause the representations and warranties contained in this Loan Agreement to be untrue when applied to the Borrower's circumstances as of the date of such event; and
- (4) any material adverse changes, either individually or in the aggregate, in the assets, liabilities, financial condition, business, operations, affairs, or circumstances of the Borrower or the Guarantor from those reflected in the Financial Statements or from the facts warranted or represented in this Loan Agreement or in the other Loan Documents.

Section 5.8. Additional Covenants. In addition to the covenants and agreements of the Borrower set forth herein and the documents related hereto, the Borrower hereby covenants and agrees, so long as the Series 2024C Note remains unpaid, as follows:

- (1) All proceeds of the Series 2024C Note shall be used to finance the Project and to pay the Issuance Expenses of the Series 2024C Note.
- (2) The Project shall comply with all applicable restrictions, conditions, ordinances, regulations, and laws of governmental departments and agencies having jurisdiction over the Project, and shall not violate any private restrictions or covenants or encroach upon or interfere with easements affecting the Property.
- (3) The Borrower shall keep, perform, enforce, and maintain in full force and effect all of the terms, covenants, conditions, and requirements of this Loan Agreement, the Series 2024C Note, and the other Loan Documents, including the Construction Loan Agreement, and shall not amend, modify, supplement, terminate, cancel, or waive any of the terms, covenants, conditions, or requirements of any of said documents without the prior written consent of the Lender.
- (4) The Borrower shall not create, permit to be created, or allow to exist liens, charges or encumbrances on the Property other than Permitted Exceptions and the lien of general

real estate taxes and the installments of special assessments payable therewith except for such liens, charges, and encumbrances which are consented to by the Lender.

(5) The Borrower shall permit the Lender, acting by and through the Lender's officers, employees, and agents, to examine all books, records, contracts, plans, drawings, permits, bills, and statements of account pertaining to the Project and to make extracts therefrom and copies thereof.

(6) The Borrower shall furnish to the Issuer and the Lender as soon as possible and in any event within seven (7) Business Days after the Borrower has obtained knowledge of the occurrence of an Event of Default, or an event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement signed by the Borrower setting forth details of such Event of Default or event and the action which the Borrower has taken, is taking, or proposes to take to correct the same.

(7) The Borrower shall hold the Issuer and the Lender harmless, and the Issuer and the Lender shall have no liability or obligation of any kind to the Borrower, creditors of the Borrower, or any third party, in connection with any defective, improper, or inadequate workmanship performed in or about, or materials supplied with respect to, the Project, or any mechanics', suppliers' or materialmen's liens arising as a result of such defective, improper, or inadequate workmanship or materials, and upon the Lender's reasonable request, to replace or cause to be replaced, any such defective, improper or inadequate workmanship or materials.

(8) The Borrower shall pay and discharge all taxes prior to the attachment of penalties with respect thereof and installments of special assessments payable therewith, and insurance premiums with respect to the insurance required to be maintained by the Borrower under the terms of any Loan Documents, and utility charges incurred by the Borrower prior to or during the term of this Loan Agreement, except if such taxes, assessments and premiums are being contested in good faith by appropriate proceedings and provided that, if requested by the Lender, the Borrower shall have deposited into escrow with the Lender an amount equal to such taxes, assessments, or premiums plus penalties accrued thereon.

(9) The Borrower shall promptly give notice in writing to the Lender of any and all litigation involving the Borrower where the amount in dispute exceeds \$100,000, and of any and all material proceedings commenced against the Borrower by or before any court or governmental or regulatory agency.

(10) The Borrower shall comply with the requirements of all applicable laws, rules, regulations, and orders of any governmental authority, a breach of which would materially and adversely affect the business or credit of the Borrower, except where diligently contested in good faith and by proper proceedings.

(11) The Borrower shall preserve and maintain all of the Borrower's rights, privileges, and franchises necessary or desirable in the normal conduct of the Borrower's business, and not to suspend business operations.

(12) The Borrower will obtain all necessary state, federal, local, and private clearances, authorizations, permits, and licenses with respect to the business operations of the Borrower, including without limitation any export and other trade licenses or permits required by law for the present or future business operations of the Borrower.

(13) The Borrower shall maintain a minimum construction contingency of five percent (5%) for both hard and soft costs.

Section 5.9. Reports; Financial Statements. The Borrower covenants that it will keep or cause to be kept proper books of records and accounts in which full, true, and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Borrower.

Section 5.10. Maintenance of Project. The Borrower shall maintain the Project in good and workable condition at all times and make all repairs, replacements, additions, and improvements to the Project reasonably necessary and proper to ensure that the business carried on in connection with the Project shall be conducted properly and efficiently at all times including, without limitation, repairing, restoring, replacing, or rebuilding any part of the Project which may be damaged or destroyed by any casualty whatsoever or which may be affected by any eminent domain or similar proceeding. The Borrower shall not in any manner commit or suffer any waste of the Project.

Section 5.11. Right to Inspect. The Lender and its agents and consultants shall have the right to enter the Project from time to time to examine the Borrower's books of record and accounts in regard to the Loan, to take copies and extracts from such books of record and accounts, and to discuss the affairs, finances, and accounts of the Borrower with the Borrower's respective officers, accountants and auditors.

Section 5.12. Insurance. The Borrower will keep the Project insured at all times for the benefit of the Issuer and the Lender pursuant to the requirements of Lender in this Loan Agreement, the Construction Loan Agreement, and other Loan Documents and the net proceeds of any such insurance shall be utilized in compliance with the requirements of the Lender under said documents.

Section 5.13. Condemnation Award. In the event of a taking of the Property through an exercise of eminent domain, the Borrower shall promptly notify the Issuer and the Lender. Any condemnation award or other proceeds received by the Borrower in connection with the taking shall be applied in accordance with the requirements of the Lender under the Loan Documents.

Section 5.14. Borrower's Business. The Borrower will conduct the same general type of business as is proposed to be conducted by the operation of the Project as set forth in the definition of "Project" and not dispose of all or substantially all of its assets or consolidate with or merge into another corporation or entity or permit any other corporation or entity to consolidate with or merge into it. No disposition of assets, consolidation or merger shall be undertaken by the Borrower if the effect thereof would be to cause the interest payable on the Series 2024C Note to become subject to income taxation. Every surviving, resulting, or transferee corporation or entity shall be bound by all of the covenants and agreements of the Borrower herein. Consent as to any one transaction by the Lender shall not be deemed a waiver of the right to require consent to future or successive transactions.

Section 5.15. Financial Information and Reporting. Except as otherwise stated in this Loan Agreement, all financial information provided to the Lender shall be compiled using GAAP. During the term of this Loan Agreement, and afterward until all amounts due under this Loan Agreement are paid in full, unless the Lender shall otherwise agree in writing, the Borrower agrees to, and will cause the Guarantor to agree to, provide the Lender with the following:

- (1) within one hundred twenty (120) days after the end of each Fiscal Year of the Guarantor, commencing the Fiscal Year ending June 30, 2024, but in no event more than thirty (30) days following the completion thereof, the annual audited Financial Statements of the Guarantor (consolidated with affiliates) for the preceding Fiscal Year, prepared by an

Independent certified public accountant of recognized standing acceptable to the Lender, covering the operations of the Borrower and the Guarantor for such Fiscal Year;

(2) within one hundred twenty (120) days after the end of each Fiscal Year of the Borrower, commencing the Fiscal Year ending June 30, 2024, the annual unaudited Financial Statements of the Borrower for the preceding Fiscal Year, including a list of contingent liabilities and schedule of cash flows, if any, in form and detail acceptable to the Lender and certified as correct by an officer of the Borrower acceptable to the Lender, which Financial Statements will be accompanied by a compliance certificate executed by an officer of the Borrower in the form attached hereto as EXHIBIT A;

(3) at least thirty (30) days prior to the beginning of each Fiscal Year, commencing with the Fiscal Year beginning July 1, 2025, an annual operating and capital budget for the Project in form and detail acceptable to the Lender;

(4) during lease-up and until stabilization is achieved, as determined by the Lender, in its sole discretion, as soon as available but in any event no later than thirty (30) days after the end of such month, a monthly occupancy and leasing activities report for the Project as of the end of each month's end; and

(5) such other information and further matters respecting the financial condition and results of operations of the Borrower, the Guarantor, the Project or the Property as the Lender may reasonably request, and permit the Lender or its agent(s) to visit and inspect the Borrower's and Guarantor's properties and examine their books and records.

Section 5.16. Parity of Series 2024 Notes. The Series 2024A Note, the Series 2024A-T Note, the Series 2024B, and the Series 2024C Note are issued on a parity and shall share equally and ratably in any payments made by the Borrower from revenues of the Property and any proceeds derived from the Security Documents. The Mortgage secures the indebtedness evidenced by the Series 2024 Notes on a parity and share the first mortgage lien position on the Property. The Guaranty provides security solely for the Project financed with the proceeds of the Series 2024 Notes.

Section 5.17. Parity Debt. The Borrower may incur additional indebtedness on a parity with the Series 2024 Notes and secured by a parity lien on the Property (the "Parity Debt") for purposes of additional improvements to the Property, construction of additional facilities on the Property, or refunding of outstanding indebtedness, provided that the ratio of Long-Term Debt to the then current appraised value of the Property or the anticipated increased appraised value of the Property based on any additional improvements to be financed does not exceed seventy-five percent (75%) and the Borrower shall furnish the Lender:

(1) either:

(a) a written report or opinion of an Independent certified public accountant stating that the Net Revenues Available for Debt Service of the Borrower for each of the last _____ (____) audited Fiscal Years preceding the date on which the proposed additional parity indebtedness is to be incurred were at least one hundred _____ percent (1____%) of the maximum Total Principal and Interest Requirements on all Long-Term Debt (including such requirements for the proposed additional parity indebtedness but excluding such requirements for any then outstanding parity indebtedness to be refinanced by the proposed additional parity indebtedness) for any Fiscal Year beginning after the Fiscal Year in which the proposed additional parity

indebtedness is to be incurred but before the final stated maturity of all then outstanding parity indebtedness; or

(b) a financial forecast prepared by an Independent certified public accountant stating that the estimated Net Revenues Available for Debt Service of the Borrower for each of the _____ () consecutive Fiscal Years beginning after the Fiscal Year in which any improvements being financed by such proposed additional parity indebtedness are to be placed in service or after funded interest relating to such proposed additional parity indebtedness has been expended, or, if no improvements are to be financed thereby, after the Fiscal Year in which the proposed additional parity indebtedness is to be incurred, will be not less than one hundred _____ percent (1____%) of the maximum Total Principal and Interest Requirements on all parity indebtedness (including such requirements for the proposed additional parity indebtedness but excluding such requirements for any then outstanding parity indebtedness to be refinanced by the proposed additional parity indebtedness) for any Fiscal Year beginning after the Fiscal Year in which any improvements being financed by such proposed additional parity indebtedness are to be placed in service or after funded interest relating to such proposed additional parity indebtedness has been expended, or, if no improvements are to be financed thereby, after the Fiscal Year in which the proposed additional parity indebtedness is to be incurred, but before the final stated maturity of all then outstanding parity indebtedness; and

(2) a current appraisal of the Property prepared by an Independent appraiser acceptable to the Lender and in compliance with all state and federal appraisal requirements applicable to the Lender and the Lender's internal underwriting requirements.

The Borrower shall provide to the Lender the first opportunity to negotiate the terms of, and provide, such additional indebtedness, whether on a parity with or subordinate to the Series 2024 Notes. The Borrower shall have satisfied this requirement if it notifies the Lender in writing at least thirty (30) days prior to contacting any other lender for such financing.

Section 5.18. Intercreditor Agreement. Following the issuance and delivery of the Series 2024 Notes and in connection with the Borrower incurring Parity Debt, the Borrower, the Lender, and the third-party lender providing the additional indebtedness shall enter into an Intercreditor Agreement, the terms of which must be satisfactory to the Borrower, Lender, and the third-party lender.

Section 5.19. Debt Service Coverage Ratios.

(a) The Borrower must cause the Guarantor to maintain the Guarantor's Debt Service Coverage Ratio of not less than 1.20 to 1.00 as of each Fiscal Year's end, commencing with the Fiscal Year ending June 30, 2024.

(b) The Borrower must achieve and maintain the Borrower's Debt Service Coverage Ratio of (i) not less than 1.10 to 1.00 for the Fiscal Year ending June 30, 2027; and (ii) not less than 1.20 to 1.00 for each Fiscal Year thereafter.

Section 5.22. [Reserved].

Section 5.23. Primary Banking Accounts. The Borrower shall maintain all demand deposit accounts, general operating accounts, and other accounts of the Borrower with the Lender during the term of the Loan.

Section 5.24. Audit Expenses. The Borrower shall reimburse the Issuer for all costs and expenses including, without limitation, attorneys' fees paid or incurred by the Issuer in connection with the Issuer's compliance with an audit, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, the Minnesota Office of the State Auditor, or any other governmental agency with respect to the Series 2024C Note, the Borrower, or the Project.

Section 5.25. Errors and Omissions Compliance. If requested by the Lender or someone acting on behalf of the Lender, the Borrower shall fully cooperate and adjust for errors and omissions, any and all Loan Documents and closing documentation deemed necessary or desirable in the reasonable discretion of the Lender to perfect its interest in such documentation, or to sell, convey or market its interest to any entity. The Borrower does hereby so agree and covenant in order to assure that the Loan Documents and closing documentation executed as of the Issue Date shall conform and be acceptable for the perfection of and in the marketplace in the instance of transfer, sale or conveyance by the Lender of its interest in and to said documentation.

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ARTICLE VI

PREPAYMENT OF LOAN

Section 6.1. Prepayment at Option of the Borrower. The principal balance of the Loan and the principal balance of the Series 2024C Note is subject to optional redemption and prepayment, in whole or in part, on any Payment Date, upon thirty (30) days' written notice from the Borrower to the Holder, at a redemption price equal to the sum of the principal amount of the Series 2024C Note to be redeemed, accrued and unpaid interest on the Series 2024C Note to the date of such prepayment, and the Prepayment Premium set forth in the Series 2024C Note.

In the event the Borrower elects to prepay the Loan, the Borrower shall cause to be given in the name of the Issuer due notice of redemption or prepayment of the Series 2024C Note as required by the Series 2024C Note, and shall pay the amount payable in connection with any such prepayment (as calculated above in this Section 6.1 and in the Series 2024C Note) when due to the Lender. The Issuer hereby authorizes the Borrower to give mailed notice of prepayment and, if required by law, published notice of prepayment of the Series 2024C Note, in the name of the Issuer, from time to time.

Section 6.2. Mandatory Redemption.

(1) At the option of the Lender, upon a Determination of Taxability: (a) the Series 2024C Note is subject to mandatory redemption on the first day of the then next succeeding month in an amount equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date plus any applicable Prepayment Premium; or (b) the interest rate on the Series 2024C Note shall be adjusted to a taxable rate in accordance with the provisions of the Series 2024C Note.

(2) The Series 2024C Note is subject to mandatory redemption in whole, on any date upon thirty (30) days' written notice from the Lender to the Borrower, from insurance proceeds in accordance with the provisions of the Mortgage or from the proceeds of a condemnation award in accordance with the provisions of the Mortgage.

(3) The Series 2024C Note are subject to mandatory redemption and prepayment at the election of the Lender following an Event of Default.

No Prepayment Premium (except for any prepayment or termination fee payable pursuant to any applicable Hedge Agreement) shall be payable in connection with a mandatory redemption pursuant to subsection (2) above. A Prepayment Premium is payable with respect to any mandatory redemption pursuant to subsection (1) or (3) above.

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ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. Any one (1) or more of the following events is an Event of Default under this Loan Agreement:

(1) If the Borrower shall fail to make (a) any payments required under Section 3.4 hereof on the date due, and such default continues for five (5) Business Days; or (b) any other payment due under this Loan Agreement on or before the date that the payment is due and such default continues for ten (10) days after written notice is given to the Borrower by the Issuer or the Lender; or (c) any other payment due under any other indebtedness owed to the Lender on or before the date that the payment is due and such default continues for ten (10) days after written notice is given to the Borrower by the Lender.

(2) If the Borrower shall fail to observe and perform any other covenant, condition, or agreement on its part under this Loan Agreement or under any Loan Document, except as provided in Section 5.4 hereof, as to the payment of obligations provided in subsection (1) above, or as to the payment of any other financial obligation of the Borrower or the Guarantor contained in this Loan Agreement, the Construction Loan Agreement, or the other Loan Documents, for a period of thirty (30) days after written notice, specifying such default and requesting that it be remedied, given to the Borrower by the Issuer or the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration, or for such longer period as may be reasonably necessary to remedy such default provided that the Borrower is proceeding with reasonable diligence to remedy the same.

(3) If any "Event of Default" shall occur and be continuing under the Mortgage, the Security Agreement, or the Guaranty.

(4) If the Borrower or Guarantor shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, shall consent to the entry of an order for relief pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall make an assignment for the benefit of their creditors or shall admit in writing their inability to pay their debts generally as they become due, or if a petition or answer proposing the entry of an order for relief of the Borrower or Guarantor under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be filed in any court and such petition or answer shall not be discharged or denied within thirty (30) days after the filing thereof, or a receiver, trustee, or liquidator of the Borrower or the Guarantor of all or substantially all of the assets of the Borrower or the Guarantor, or of the Property, shall be appointed in any proceeding brought against the Borrower or the Guarantor and shall not be discharged within thirty (30) days after such appointment or if the Borrower or the Guarantor shall consent to or acquiesce in such appointment, or if the estate or interest of the Borrower in the Property or a part thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within thirty (30) days after such levy or attachment; or if the Borrower or the Guarantor shall be dissolved or liquidated or shall be merged with or is acquired by another business entity in violation of Section 5.2 hereof.

(5) If any representation or warranty made by the Borrower herein, or by an officer or representative of the Borrower in any document or certificate furnished the Lender or the

Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made.

(6) If all or any portion of the Property, or the legal, equitable, or any other interest therein, shall be sold, transferred, assigned, leased, further encumbered, or otherwise disposed of (except for leasing activity in the normal course of business for the Project), unless the prior written consent of the Lender is first obtained; provided that nothing in this Loan Agreement prohibits the Borrower from entering into an agreement for sale of the Property where the Loan and all other amounts due under this Loan Agreement shall be paid in full at the closing of the sale.

(7) If the Project shall be materially damaged or destroyed by fire or other casualty and the loss is not adequately covered by additional equity of the Borrower or insurance proceeds actually collected or in the process of collection.

(8) If any mechanic's or materialmen's lien shall be filed against the Property or any lien, of any nature, shall be filed against the Property and is not released, satisfied, or discharged of record or bonded to the Lender's sole satisfaction within thirty (30) days after its issuance or filing.

(9) If a default shall occur under any bond, debenture, note, or other evidence of indebtedness of the Borrower, including any amounts under any indenture or other instrument under which any such evidence of indebtedness has been issued or by which it is governed and the expiration of the applicable period of grace, if any, specified in such evidence of indebtedness, indenture, or other instrument; provided, however, that if such default under such evidence of indebtedness, indenture, or other instrument shall be cured by the Borrower, or be waived by the holders of such indebtedness, in each case as may be permitted by such evidence of indebtedness, indenture, or other instrument, then the default hereunder by reason of such default shall be deemed likewise to have been thereupon cured or waived.

(10) If any judgment in excess of \$50,000, writ, warrant, attachment, garnishment, execution, or other similar processes shall be entered into or against the Borrower, the Guarantor or the Property, and is not released, satisfied, or discharged of record or bonded to the Lender's satisfaction within thirty (30) days of the filing, entering, or the levying thereof.

(11) If a foreclosure proceeding shall be commenced against the Property.

(12) If any time prior to full completion of, and payment for, the Project, the amount of undisbursed Loan funds shall become, in the Lender's sole opinion, insufficient for said purpose, and the Borrower does not deposit with the Lender funds in the amount of the insufficiency pursuant to the Construction Loan Agreement or the Disbursing Agreement within ten (10) days after the Lender makes a demand therefor.

(13) If the Borrower shall abandon the Project or for any reason delay or cease work upon which construction is commenced for a period of fifteen (15) consecutive days, or if the Borrower shall intentionally delay construction or cause construction to be delayed for any period of time for any reason so that the completion of the Project cannot, in the sole judgment of the Lender, be accomplished on or before _____, 2025; provided, however, that any delays or cessation of work because of strikes, lockouts, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, declaration of national emergencies, acts of God, epidemics,

pandemics, or other causes beyond the Borrower's reasonable control shall not be considered an "Event of Default" under this Loan Agreement.

(14) If this Loan Agreement, the Series 2024 Notes, or any of the other Loan Documents shall prove to be unenforceable or invalid and such unenforceability or invalidity materially affects the prospect of repayment of the Loan, and the Borrower fails to cooperate with the request of the Lender to correct such unenforceability or invalidity within five (5) days.

(15) If the Guarantor shall revoke or dispute the validity of, or liability, under the Guaranty.

(16) If the Borrower or the Guarantor shall fail to perform any covenant, condition, or agreement on their part under the Construction Loan Agreement, any of the other Loan Documents, or any other Security Documents, and such failure continues beyond the cure period set forth herein or in any of such other documents during which the Borrower or the Guarantor may cure the default.

(17) Notwithstanding the foregoing, a default with respect to the PACE loan documents and/or a default with respect to the Contract for Private Development related to the abatement provided by the City of St. Francis shall not be considered a default under this Loan Agreement.

Section 7.2. Remedies. Whenever any Event of Default referred to in Section 7.1 hereof shall have happened and be subsisting, any one (1) or more of the following remedial steps to the extent permitted by law may be taken by the Issuer, with the prior written consent of the Lender, or by the Lender itself:

(1) The Issuer shall, upon written direction of the Lender, or the Lender may, declare all installments of the Loan being an amount equal to that necessary to pay in full the Principal Balance plus accrued interest thereon of the Series 2024C Note at the Default Rate assuming acceleration of the Series 2024C Note under the terms thereof and to pay all other indebtedness thereunder to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower.

(2) The Issuer shall, upon written direction of the Lender (except as otherwise provided in Section 8.9 hereof), or the Lender (in either case at no expense to the Issuer) may, take whatever action at law or in equity may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Loan Agreement, the Construction Loan Agreement, and the other Loan Documents, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under this Loan Agreement, the Construction Loan Agreement, and the other Loan Documents.

(3) The Issuer or the Lender may take possession of the Property and the Project and do anything in its sole judgment to fulfill the obligations of the Borrower hereunder, including either the right to avail itself of or procure performance of existing contracts, under the assignment to the Lender or otherwise, or enter into any contracts with the same contracting parties or others.

(4) The Issuer or the Lender may perform any or all of the Borrower's covenants and agreements under any of the Loan Documents to which it is a party, and to this end, the Borrower hereby agrees as follows:

(a) The Borrower hereby constitutes and appoints the Lender, and its employees, agents and representatives, its true and lawful attorney-in-fact, with full power of substitution, in the name of the Borrowers, to (i) complete or cause to be completed all or any part of the Project; use the Plans and Specifications; make such changes, additions and corrections to the Plans and Specifications as the Lender shall deem reasonably necessary or desirable to complete all or any part of the Project (within the original scope of the Project), collect and use any funds of the Borrower; use any funds in a commercially reasonable manner which may remain unadvanced under this Loan Agreement and the other Loan Documents; employ such contractors, subcontractors, architects, inspectors, agents and other persons and parties, and enter into such contracts and arrangements, as shall be required for such purposes; pay, settle or compromise all existing bills and claims which may be or become or give rise to liens against the Project, or the payment, settlement or compromise of which are reasonably necessary or desirable for the completion of the Project or clearance of the title to the Project; examine and execute all applications, certificates and documents which may be required in connection with the Project, in the name of the Borrower; prosecute and defend all actions or proceedings in connection with the construction work on, or any other matter relating to, the Project; and do any and every act which the Borrower might do in its own behalf; (ii) lease, and/or contract to lease the Project, or any part thereof, or any appurtenances thereto, and to collect and receive all monies therefrom, and to enforce the provisions of any such lease, or contract to lease; (iii) enforce, by any means that the Lender then deems reasonably necessary or advisable, all of the terms, covenants and conditions of the Loan Documents and Construction Documents; (iv) perform each of the terms, covenants and conditions to be kept and performed by the Borrower under the Loan Documents and Construction Documents; (v) without limiting the foregoing, perform each of the terms, covenants and conditions to be kept or performed by the Borrower under this Loan Agreement; and (vi) do all things that the Lender then deems reasonably necessary or advisable, including, without limitation, the execution of instruments, in the name of the Borrower or as an attorney-in-fact for the Borrower, for the purpose of carrying out the powers enumerated in clauses (i) through (v) above.

(b) The powers herein granted to the Lender shall be deemed to be powers coupled with an interest and are irrevocable.

(5) The Issuer or the Lender may setoff any sum due to or incurred by the Lender against all deposits and credits of the Borrower with, and any and all claims of the Borrower against, the Lender. Such right shall exist whether or not the Lender shall have made any demand hereunder or under any other Loan Document, whether or not said sums, or any part thereof, or deposits and credits held for the account of the Borrower is or are matured or unmatured, and regardless of the existence or adequacy of any collateral, guaranty or any other security, right or remedy available to the Lender. The Lender will, as promptly as is reasonably possible after the exercise of any such setoff right, notify the Borrower of its exercise of such setoff right; provided, however, that the failure of the Lender to provide such notice shall not affect the validity of the exercise of such setoff rights. Nothing in this Loan Agreement shall be deemed a waiver or prohibition of or restriction on the Lender to all rights of banker's lien, setoff and counterclaim available pursuant to law.

(6) The Issuer or the Lender may exercise any or all remedies specified herein and in the other Loan Documents, including (without limiting the generality of the foregoing) the right

to foreclose the Mortgage and proceed against the collateral in any of the other Loan Documents, and/or exercise any other remedies which it may have therefor at law, in equity or under statute.

(7) The Lender may without regard to any waste, adequacy of the security, or solvency of the Borrower, apply for the appointment of a receiver to liquidate or provide for the orderly liquidation of any and all collateral, to which appointment the Borrower hereby consents.

(8) The Lender may order an update of the existing appraisal of the Property or a new appraisal of the Property for the sole benefit of the Lender, but at the sole cost and expense of the Borrower. In such event, the Borrower shall fully cooperate with the Lender and the Lender's appraiser as may be necessary and shall allow the Lender and/or the Lender's appraiser complete access to the Property and the Project for the purpose of completing such appraisal.

Section 7.3. Disposition of Funds. Notwithstanding anything to the contrary contained in this Loan Agreement, any amounts collected pursuant to action taken under Section 7.2 hereof, except for any amounts collected solely for the benefit of the Issuer under any of the provisions set forth in Section 8.9 hereof, shall, after deducting all expenses incurred in collecting the same, be delivered to the Lender.

Section 7.4. Manner of Exercise. No remedy herein conferred upon or reserved to the Issuer or the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Lender to exercise any remedy reserved to either of them in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.5. Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Loan Agreement and the other Loan Documents and the Issuer or the Lender should employ attorneys or incur other expenses for the collection of amounts due hereunder or thereunder or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand pay to the Issuer or the Lender the reasonable fee of such attorneys and such other expenses so incurred.

Section 7.6. Effect of Waiver. In the event any covenant contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.7. No Marshalling of Assets. The Lender may proceed against any collateral securing the Loan and against parties liable therefor in such order as it may elect, and neither the Borrower nor any surety or guarantor for the Borrower nor any creditor of the Borrower shall be entitled to require the Lender to marshal assets. The benefit of any rule of law or equity to the contrary is hereby expressly waived.

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ARTICLE VIII

GENERAL

Section 8.1. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, and the Lender may, by written notice given by each to the others, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates, and communications to each of them shall be addressed as follows:

To the Issuer: City of Ham Lake, Minnesota
15544 Central Avenue NE
Ham Lake, MN 66405
Attention: City Administrator

To the Borrower: Vista Prairie at Eagle Pointe, LLC
c/o Vista Prairie Communities
11180 Zealand Avenue North
Champlin, MN 55316
Attention: James E. Bettendorf

with a copy to: Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402
Attention: Dan Kaplan, Esq.

To the Lender: Sunrise Banks, National Association
2300 Como Avenue
Saint Paul, MN 55108
Attention: Pete May

with a copy to: Moss & Barnett, a Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
Attention: Christopher Ferreira, Esq.

Section 8.2. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their respective successors and assigns.

Section 8.3. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes, and Modifications. Except as otherwise provided in this Loan Agreement or in the Resolution, subsequent to the initial issuance of the Series 2024C Note and before the Series 2024C Note is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the Lender.

Section 8.5. Execution Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Limitation of Issuer's Liability. It is understood and agreed by the Borrower and the Lender that no covenant of the Issuer herein shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers. It is further understood and agreed by the Borrower and the Lender that the Issuer shall incur no pecuniary liability hereunder, and shall not be liable for any expenses related hereto, including administrative expenses and fees and disbursements of the Issuer's attorney, Bond Counsel, and fiscal consultant retained in connection therewith, all of which expenses the Borrower agrees to pay.

Section 8.7. Issuer's Fees and Costs. If, notwithstanding the provisions of Section 8.6 hereof, the Issuer incurs any expense, or suffers any losses, claims, or damages, or incurs any liabilities in connection with the transaction contemplated by this Loan Agreement, unless due to the intentional misconduct of the Issuer, the Borrower will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any reasonable legal or other expenses incurred by the Issuer in relation thereto. The Borrower shall also reimburse the Issuer for all other costs and expenses including, without limitation, reasonable attorneys' fees, paid or incurred by the Issuer in connection with (1) the discussion, negotiation, preparation, approval, execution, and delivery of this Loan Agreement, the Series 2024C Note, the Assignment of Loan Agreement, the Cooperative Agreement, and the documents and instruments related hereto or thereto; (2) any amendments or modifications hereto or to the Series 2024C Note, the Assignment of Loan Agreement, the Cooperative Agreement, and any document, instrument, or agreement related hereto or thereto, and the discussion, negotiation, preparation, approval, execution, and delivery of any and all documents necessary or desirable to effect such amendments or modifications; and (3) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the Series 2024C Note, the Assignment of Loan Agreement, the Cooperative Agreement, or any document, instrument, or agreement related hereto or thereto, including, without limitation, costs and expenses of collection upon the occurrence of an Event of Default, whether or not suit is filed with respect thereto.

Section 8.8. Release. The Borrower hereby acknowledges and agrees that the Issuer shall not be liable to the Borrower, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including reasonable attorneys' fees), damages, judgments, claims, and causes of action paid, incurred, or sustained by the Borrower as a result of or relating to any action, or failure, or refusal to act on the part of the Lender with respect to this Loan Agreement or the documents and transactions related hereto or contemplated hereby, including, without limitation, the exercise by the Lender of any of its rights or remedies under Article VII hereof, the Series 2024C Note, the Assignment of Loan Agreement, the Mortgage, or any collateral security documents. The Borrower's release of the Issuer under the terms of the preceding sentence does not extend to the Lender following the assignment of the Issuer's rights to the Lender under the terms of the Assignment of Loan Agreement.

Section 8.9. Assignment by Issuer and Survivorship of Obligations. The Issuer may assign its rights under this Loan Agreement and any related documents to the Lender to secure payment of the principal of and interest and premium, if any, on the Series 2024C Note, conditioned upon the Lender's assumption of the Issuer's and Lender's obligations to the Borrower hereunder, but any such assignment shall not operate to limit or otherwise affect the provisions of Sections 3.2, 3.6, 5.1, 5.24, 7.2, 7.5, 8.6, 8.7, 8.8, and 8.9 hereof to the extent that they run to the Issuer from the Borrower to which extent they shall survive any such assignment. The Issuer shall have the right to enforce any such retained rights without the approval of the Lender. The obligations of the Borrower running to the Issuer for the purpose

of preserving the tax-exempt status of the Series 2024C Note or otherwise for the Issuer's benefit under the foregoing sections shall survive payment of the Series 2024C Note and interest thereon.

Section 8.10. Required Approvals. Consents and approvals required by this Loan Agreement to be obtained from the Borrower or the Issuer shall be in writing and shall not be unreasonably withheld or delayed.

Section 8.11. Termination Upon Retirement of Series 2024C Note. At any time when no Principal Balance on the Series 2024C Note remains outstanding, and arrangements satisfactory to the Lender and the Issuer have been made for the discharge of all other accrued liabilities, if any, under this Loan Agreement, this Loan Agreement shall terminate.

Section 8.12. Lender's Attorneys' Fees and Costs. The Borrower agrees to pay upon demand all of the Lender's out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with this Loan Agreement, the Loan, the Series 2024C Note, and the other Loan Documents. The Lender may retain a third party to enforce or collect the Loan and to enforce this Loan Agreement and the other Loan Documents, and Borrower will pay the fees and expenses of such third party, including, subject to any limits under applicable law, the Lender's attorneys' fees and legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. The Borrower also will pay any court costs, in addition to all other sums provided by law, after the occurrence of an Event of Default.

Section 8.13. Not Partners; No Third-Party Beneficiaries. Nothing contained herein, the other Loan Documents or in any related document shall be deemed to render the Lender a partner of the Borrower for any purpose. This Loan Agreement has been executed for the sole benefit of the Issuer, the Borrower, and the Lender, and no third party is authorized to rely upon the Issuer's, the Borrower's, or the Lender's rights hereunder or to rely upon an assumption that either the Issuer, the Borrower, or the Lender has or will exercise its rights under this Loan Agreement, the other Loan Documents, or any document referred to herein.

Section 8.14. Maximum Interest Payable. None of the provisions of this Loan Agreement or the Series 2024C Note shall have the effect of, or be construed as, requiring or permitting the Borrower to pay interest in excess of the highest rate per annum allowed by the laws of the State. If, under any circumstances, the Lender shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall, ipso facto, be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest.

Section 8.15. Payment by Any Party. Any payment made in accordance with the terms of this Loan Agreement by any Person at any time liable for the payment of the whole or any part of the Loan or the Series 2024C Note, or by any subsequent owner of the Project, or by any other Person whose interest in the Project might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer, or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Project, or by any partner, limited partner, or an affiliate of any partnership which at any time may be liable for such payment or may own or have such an interest in the Project shall be deemed, as between the Lender and all Persons who at any time may be liable as aforesaid or who may own the Project, to have been made on behalf of all such Persons.

Section 8.16. Fee for Services Rendered. The Lender further reserves the right to assess the Borrower (and the latter agrees to pay) a reasonable fee for services rendered in connection with the Loan or the Series 2024C Note, including but not limited to the modification of any documents, matters

undertaken by the Lender at the request of the Borrower, collection efforts regarding payments on the Loan, reasonable attorneys' fees, as well as record-keeping costs resulting therefrom, and attorneys' fees and court costs in connection with proceedings under the Mortgage or the other Loan Documents or in pursuit of any remedies under this Loan Agreement, the Construction Loan Agreement, the Mortgage, or the other Loan Documents. After notice to the Borrower, the fees for services rendered shall become immediately due and payable to the Lender. In default of said payment, such fee shall be added to the outstanding principal balance of the Loan and shall bear interest at the Default Rate.

Section 8.17. Lender's Expenses. If the Lender shall incur or expend any sums including but not limited to reasonable attorneys' fees or costs of UCC searches in order to:

(1) maintain the security interest under this Loan Agreement, the Construction Loan Agreement, the Mortgage, the Security Agreement, or any of the other applicable Loan Documents or their priority;

(2) protect or enforce any of its rights under this Loan Agreement, the Construction Loan Agreement, the Mortgage, the Security Agreement, or any of the other applicable Loan Documents;

(3) recover amounts due under this Loan Agreement, the Construction Loan Agreement, the Mortgage, the Security Agreement, or any of the other applicable Loan Documents;

(4) recover any amounts due under the Series 2024C Note; or

(5) appear in connection with any action, suit, proceeding, hearing, motion, or application before any court or administrative body in which the Lender may be or become a party by reason of this Loan Agreement (through the appellate level), including but not limited to condemnation, bankruptcy, and administrative proceedings, as well as any of the foregoing where a proof of claim is by law required to be filed, then all such sums shall on notice and demand be paid by the Borrower, together with interest thereon at the highest interest rate for the Series 2024C Note.

Section 8.18. Jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWER HEREBY SUBMITS TO PERSONAL JURISDICTION IN MINNESOTA FOR THE ENFORCEMENT OF THE BORROWER'S OBLIGATIONS UNDER THIS LOAN AGREEMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS.

Section 8.19. Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY OTHER MATTERS RELATING THERETO.

Section 8.20. Drafting Responsibility. The parties hereto have participated jointly in the negotiation and drafting of this Loan Agreement and the other Loan Documents. In the event an ambiguity or question of intent or interpretation arises, this Loan Agreement and the other Loan

Documents shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Loan Agreement and the other Loan Documents.

Section 8.21. Electronic Signatures. The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. For purposes hereof, (a) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English; and (b) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective names all as of the date and year first written above.

CITY OF HAM LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

(Execution page of the Issuer to the Loan Agreement
related to the Series 2024C Note)

Execution page of the Borrower to the Loan Agreement, dated as of the date and year first written above.

VISTA PRAIRIE AT EAGLE POINTE, LLC

By _____
Its _____

(Execution page of the Borrower to the Loan Agreement
related to the Series 2024C Note)

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

[on Borrower's letterhead]

To: Sunrise Banks, National Association
2300 Como Avenue
Saint Paul, MN 55108
Attention: Pete May

Re: Compliance Certificate, dated _____, 20 __, for \$10,000,000 City of Ham Lake, Minnesota Senior Housing Revenue Note (Vista Prairie at Eagle Pointe Project), Series 2024C

Ladies and Gentlemen:

Reference is made to that certain Loan Agreement, dated as of June 1, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), between the City of Ham Lake, Minnesota (the "Issuer") and Vista Prairie at Eagle Pointe, LLC, a Minnesota limited liability company (the "Borrower"), the sole member of which is Governmental and Educational Assistance Corporation, an Arkansas nonprofit corporation doing business as Vista Prairie Communities, the interest of the Issuer under which has been pledged and assigned to Sunrise Banks, National Association, a national banking association (the "Lender"), pursuant to an Assignment of Loan Agreement, dated as of June 1, 2024, between the Issuer and the Lender. Capitalized terms used in this Compliance Certificate have the meanings set forth in the Loan Agreement unless specifically defined herein.

Pursuant to Section 5.15 of the Loan Agreement, the undersigned officer of the Borrower hereby certifies that:

1. The financial information furnished to Lender pursuant to Section 5.15 of the Loan Agreement fairly presents in all material respects the financial condition of the Borrower and the Guarantor.
2. Such officer has reviewed the terms of the Loan Agreement and has made, or caused to be made under the supervision of such officer, a review in reasonable detail of the transactions and condition of Borrower and Guarantor during the accounting period covered by the financial statements delivered pursuant to Section 5.15 of the Loan Agreement.
3. Such review has not disclosed the existence on and as of the date hereof, and the undersigned does not have knowledge of the existence as of the date hereof, of any event or condition that constitutes an Event of Default.
4. The representations and warranties of Borrower set forth in the Loan Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof (except to the extent they relate to a specified date).

5. The Guarantor is in compliance with the Guarantor's Debt Service Coverage Ratio covenant contained in Section 5.19(a) of the Loan Agreement as set forth on Schedule 1 hereof. **[REPORTED ONLY ON FISCAL YEAR THAT ENDS JUNE 30, 20____]**

5. The Borrower is in compliance with the Borrower's Debt Service Coverage Ratio covenant contained in Section 5.19(b) of the Loan Agreement as set forth on Schedule 1 hereof. **[REPORTED ONLY ON FISCAL YEAR THAT ENDS JUNE 30, 20____]**

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned as of the date and year first written above.

VISTA PRAIRIE AT EAGLE POINTE, LLC .

By _____
Its _____

SCHEDULE 1

1. Guarantor's Debt Service Coverage Ratio. The Guarantor's Debt Service Coverage Ratio measured on a fiscal year-end basis for the twelve (12) month period ending on June 30 is _____ to 1.00 which is, is not equal to or greater than the minimum required Debt Service Coverage Ratio for such period of at least 1.____ to 1.00. **[REPORTED ONLY AFTER FISCAL YEAR THAT ENDS JUNE 30, 20____]**

2. Borrower's Debt Service Coverage Ratio. The Borrower's Debt Service Coverage Ratio measured on a fiscal year-end basis for the twelve (12) month period ending on June 30 is _____ to 1.00 which is, is not equal to or greater than the minimum required Debt Service Coverage Ratio for such period of at least 1.____ to 1.00. **[REPORTED ONLY AFTER FISCAL YEAR THAT ENDS JUNE 30, 20____]**

AFFIDAVIT OF PUBLICATION



STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 05/31/2024	KENNEDY & GRAVEN	1000024146	489624

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$173.80**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

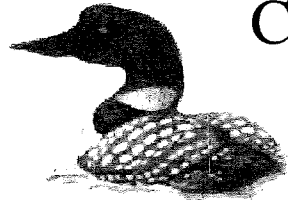
Terri Swanson

Subscribed and sworn to before me on: 05/31/2024

Diane E. Rak Kleszyk



Notary Public



CITY OF HAM LAKE

15544 Central Avenue NE
Ham Lake, Minnesota 55304
(763) 434-9555
info@ci.ham-lake.mn.us

CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES MONDAY, JUNE 3, 2024

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, June 3, 2024 at 6:00 p.m. in the Council Chambers at the Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

MEMBERS PRESENT: Mayor Brian Kirkham and Councilmembers Gary Kirkeide, Jim Doyle, Jesse Wilken and Al Parranto

MEMBERS ABSENT: None

OTHERS PRESENT: City Attorney, Mark Berglund; City Engineer, Dave Krugler; City Administrator, Denise Webster; and Deputy City Clerk, Dawnette Shimek

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

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

2.0 PUBLIC COMMENT

Joel Marleau, 15522 Jackson Street NE, stated that when there are ball tournaments at Lion's Park where people are parking on 157th Avenue NE and this is dangerous. Mr. Marleau stated that there are no parking signs posted and why is it not being enforced. Administrator Webster stated she has talked to SBAA (Soderville Blaine Athletic Association) and told them that the no parking on 157th Avenue NE is going to be enforced and has directed Deputies to tag vehicles parked on 157th Avenue NE.

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS

3.1 Senator Michael Kreun and Representative Nolan West – Post Legislative Session update

Senator Kreun was present before the City Council to give a recap of the recent legislative session. Senator Kreun updated the City Council on bills regarding the budget, transportation, housing, paid Family leave bill, DNR (Department of Natural Resources) endangered species requirements for small property owners and small developers. Senator Kreun stated that there was a massive omnibus bill that was passed in the last 30 minutes of the session, without allowing time for review. Senator Kreun urged the City Council to contact him with any concerns. The Mayor and City Council thanked Senator Kreun.

Representative West was present before the City Council to also give a recap of the recent legislative session. Representative West updated the City Council on transportation, Uber/Lyft provisions, Highway 65 NE construction updates, greenhouse emissions, gun control and other miscellaneous items. Representative West stated that the proposed housing bill reducing minimum lot size and allowing multi-family units in commercial zoning was not passed; and he would proposed that any city that does not use public water be exempt. The Mayor and City Council thanked Representative West.

3.2 6:01 P.M. – Public Hearing – to consider the vacation of a portion of the right-of-way on Lot 1, Block 2, Constance Boulevard Terrace and adoption of Resolution No. 24-25

Mayor Kirkham opened the public hearing for comment at 6:38 p.m.

Robin Manthei, 3603 Constance Boulevard NE, questioned what was being vacated. Engineer Krugler stated that the existing graveled area of Tippecanoe Street NE would be turned to grass, but the City would maintain the drainage and utility easement.

Mayor Kirkham asked for further public comment and with there being none, he closed the public hearing at 6:42 p.m.

Motion by Kirkham to adopt Resolution No. 24-25 approving the vacation of a portion of the Tippecanoe Street NE right-of-way located on Lot 1, Block 2, Constance Boulevard Terrace. Discussion followed: Councilmember Kirkeide asked if the gravel material being removed would have any value for Public Works and can the City retain it. Engineer Krugler stated that he would look into it as he currently does not know if the developer still owns the lot. **Said motion was seconded by Councilmember Kirkeide. All in favor, motion carried.**

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 May 20, 2024

4.2 Approval of claims in the amount of \$161,463.63

4.3 Approval of Ordinance No. 24-02 regarding Article 11-1400 Shade Tree Damage

4.4 Approval of Resolution No. 24-26 accepting a donation from the Ham Lake Senior Center

4.5 Approve the fiscal year 2026 Local Partnership Program grant application for construction of the 162nd Lane NE and Buchanan Street NE backage road and adoption of Resolution No. 24-27

4.6 Approval of allowing the one-year warranty period to expire for the Lund's Lakeview Forest Street Reconstruction Project

Motion by Wilken, seconded by Doyle, to approve the Consent Agenda as written. All in favor, motion carried.

5.0 PLANNING COMMISSION RECOMMENDATIONS – None

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES – None

8.0 CITY ATTORNEY

8.1 Discussion of the First Reading of an Ordinance amending Article 7-1200 Lawful Gambling, relating to Conditions and Organizations Eligible for License

Attorney Berglund stated that members of the Ham Lake Area Chamber of Commerce approached the City Council at its last meeting to discuss the City of Ham Lake's Lawful Gambling Ordinance. Attorney Berglund stated that they are requesting the City add more restrictive requirements to mirror the code of neighboring cities and add that that first priority be given to organizations whose main office location is within the corporate limits of the City of Ham Lake. Attorney Berglund stated that the ordinance copy to

the City Council is in draft form and there may be other subsequent criteria in the ordinance that should also be reviewed. **It was the consensus of the City Council to ask for additional feedback from the Ham Lake Area Chamber of Commerce regarding the amendments to Article 7-1200 Lawful Gambling.**

9.0 CITY ENGINEER – None

10.0 CITY ADMINISTRATOR – None

11.0 COUNCIL BUSINESS

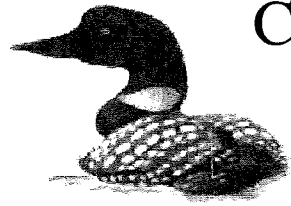
11.1 Committee Reports

Councilmember Parranto stated that they are in the process of forming the Ham Lake Emergency Response Team (HLERT) and an announcement was placed in the Ham Laker looking for volunteers. Councilmember Parranto stated that the team would be similar to the FEMA (Federal Emergency Management Agency) CERT (Community Emergency Response Team) program. Councilmember Parranto stated that HLERT will be at the Freedom Festival at Ham Lake Lions Park on June 29, 2024.

11.2 Announcements and future agenda items – None

Motion by Kirkeide, seconded by Parranto, to adjourn the meeting at 6:53 p.m. All in favor, motion carried.

Dawnette Shimek, Deputy City Clerk



CITY OF HAM LAKE

15544 Central Avenue NE
Ham Lake, Minnesota 55304
(763) 434-9555
info@ci.ham-lake.mn.us

CITY OF HAM LAKE CITY COUNCIL BUDGET WORKSHOP MINUTES TUESDAY, JUNE 3, 2024

The Ham Lake City Council met for a budget workshop meeting on Tuesday, June 3, 2024 at 5:15 p.m. in the Conference Room at the Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

MEMBERS PRESENT: Mayor Brian Kirkham and Councilmembers Jim Doyle, Gary Kirkeide, Al Parranto and Jesse Wilken

MEMBERS ABSENT: None

OTHERS PRESENT: Finance Director, Andrea Murff; City Administrator, Denise Webster; Fire Chief, Mike Raczkowski; City Engineer, Tom Collins; Public Works Superintendent, John Witkowski; and Deputy City Clerk, Dawnette Shimek

1.0 Call to Order

Mayor Kirkham called the meeting to order at 5:15 p.m.

2.0 Discussion of the Proposed 2025 Budget and CIP Review

Finance Director Murff gave an overview of the 2023 Audit stating it was underway with Fixed Assets and Accounts Receivables still outstanding, but those items were being done and would be complete in the next couple of weeks. Finance Director Murff then commented there was approximately \$1.4 million spent last year in ARPA funding. Finance Director Murff stated the contract with our auditors ends this year and we need to send out an RFP for new proposals. Finance Director Murff then commented on the status of the Finance Department as a whole and said deficiencies have been found since her departure in August but are in the process of being corrected.

Finance Director Murff moved on to explain the budget process and how the budget is created by going over budget workpapers, tax capacity rate calculations, and the fund balance. She then went over the CIP stating the items listed for the budget year are not authorized for purchase and would need Council approval per the Purchase Policy and its parameters.

The 2025 Budget expenditures were then discussed. The fire department will be asking for \$40,000 for basic landscaping and sprinkler system at Fire Station #3. Administrator Webster stated the roof at City Hall needs to be replaced due to leaking in several areas of the building and that she is working on quotes. Public Works Superintendent Witkowski stated it might be a possible insurance claim and Finance Director Murff will investigate if a claim can be filed with the League of Minnesota Cities. There was also discussion of repairing the east side vestibule at City Hall due to structural damage and it being a future needed cost. Public Works Superintendent Witkowski stated the Snowplow trucks that were ordered in 2022 should be coming in the next 6 months to a year. City Engineer Collins stated he did projections for the Revolving Street Fund using an increase in costs of seven percent year over year and the fund is once again in a deficit in the next five years. City Engineer Collins is

requesting going back to the accelerated transfers from the General Fund to help alleviate the deficit. Conversations over the Anoka County Sheriff's contract then ensued with consensus to meeting with the Anoka County's Sheriff Office to get more information concrete data and information on why increases were needed.

Finance Director Murff stated she did a calculation of a three percent increase to the levy and it would increase the levy to \$188,000, but wanted more direction on what to provide in the next budget meeting. Mayor Kirkham instructed to do the 3 percent budget and then a comparison with just actual expenditures and increases. Councilmember Kirkeide requested a projection of the budget if CARES and ARPA funding were not received.

Motion by Kirkham, seconded by Parranto, to adjourn the meeting at 5:51 p.m. All in favor, motion carried.

Andrea Murff, Finance Director

CITY OF HAM LAKE
CLAIMS SUBMITTED TO COUNCIL
June 17, 2024

CITY OF HAM LAKE

EFTS, CHECKS, AND BANK DRAFTS		06/04/24 - 06/17/24	
EFT	# 2071 - 2079		\$ 62,844.74
REFUND CHECKS	# 66152, 66154-66161		\$ 3,520.82
CHECKS	# 66162 - 66203		\$ 1,461,235.59
BANK DRAFTS	DFT0002726 -DFT0002730		\$ 29,145.95
TOTAL EFTS, CHECKS, AND BANK DRAFTS			<u>\$ 1,556,747.10</u>
PAYROLL CHECKS			
06/14/24	Direct Deposits		\$ 40,138.79
06/14/24	CK#66153		\$ 698.29
TOTAL PAYROLL CHECKS			<u>\$ 40,837.08</u>
VOID CHECKS			
CHECKS			\$ -
ZERO CHECKS	#66177 - 66178, 66187		\$ -
ZERO EFT	#2076		\$ -
BANK DRAFTS			\$ -
TOTAL VOIDS			<u>\$ -</u>
TOTAL OF ALL PAYMENTS			<u>\$ 1,597,584.18</u>

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 17TH DAY OF JUNE 2024

MAYOR

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER



City of Ham Lake, MN

Refund Check Register

Packet: ARPKT01102 - 06/04/24 TRUST REFUND

Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00465	PREMIER CUSTOM HOMES	6/4/2024	66152	2,600.00
Total Refund Amount:				2,600.00

Revenue Totals

Revenue Code	Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS	2,600.00
Revenue Totals:	2,600.00

General Ledger Distribution

Posting Date: 06/04/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 890 - TRUST FUND			
890-10101	Cash-claim on pooled cash	-2,600.00	Yes
890-11501	Misc receivables	2,600.00	
	890 Total:	0.00	
Fund: 999 - POOLED CASH			
999-10100	Pooled Cash	-2,600.00	
999-20702	Due to other funds	2,600.00	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	



Packet: ARPKT01115 - 06/12/24 TRUST REFUNDS

Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00410	BRENT FOGAL	6/12/2024	66154	46.00
00425	TOM ELWELL	6/12/2024	66155	58.46
00437	HIDDEN FOREST NORTH PROPERTIES LLC	6/12/2024	66156	66.36
00480	SHANA HOHN	6/12/2024	66157	150.00
00481	BRANDY ZENK	6/12/2024	66158	150.00
00482	MIKE WOLF	6/12/2024	66159	150.00
00547	TARA JOHNSTON	6/12/2024	66160	150.00
00554	JENNIFER JOCHUM	6/12/2024	66161	150.00
Total Refund Amount:				920.82

Revenue Totals

Revenue Code	Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS	920.82
Revenue Totals:	920.82

General Ledger Distribution

Posting Date: 06/12/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 890 - TRUST FUND			
890-10101	Cash-claim on pooled cash	-920.82	Yes
890-11501	Misc receivables	920.82	
	890 Total:	<u>0.00</u>	
Fund: 999 - POOLED CASH			
999-10100	Pooled Cash	-920.82	
999-20702	Due to other funds	920.82	Yes
	999 Total:	<u>0.00</u>	
	Distribution Total:	<u>0.00</u>	



Payment Dates 6/4/2024 - 6/17/2024

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
2071	BLAINE BROTHERS INC	#75 POCKET FOLDING LIGHTS	Operating supplies	100-43101-2290	73.48
2072	KILLMER ELECTRIC CO INC	REPLACE ELECTRICAL PLUG	Building repair & maintenanc	100-43104-3420	278.00
2073	MOBILE HEALTH SERVICES LLC	SCBA EXAM - AS	Personnel testing & recruitme	100-42201-3150	135.00
2074	O'REILLY AUTOMOTIVE STORE	#99 FUEL FILTER , BATTERY	Equipment parts & supplies	100-44101-2320	173.14
2074	O'REILLY AUTOMOTIVE STORE	#99 CORE	Equipment parts & supplies	100-44101-2320	22.00
2074	O'REILLY AUTOMOTIVE STORE	DUAL BALL & CHANNEL MOU	Equipment parts & supplies	100-44101-2320	259.98
2074	O'REILLY AUTOMOTIVE STORE	#65 OIL FILTER RETURN	Equipment parts & supplies	100-44101-2320	-7.93
2074	O'REILLY AUTOMOTIVE STORE	#62 OIL FILTER RETURN	Equipment parts & supplies	100-44101-2320	-7.93
2074	O'REILLY AUTOMOTIVE STORE	#99 CORE RETURN	Equipment parts & supplies	100-44101-2320	-22.00
2074	O'REILLY AUTOMOTIVE STORE	ROCKER SWITCH	Equipment parts & supplies	100-42201-2320	16.99
2074	O'REILLY AUTOMOTIVE STORE	#99 HYDRAULIC FILTER	Equipment parts & supplies	100-44101-2320	23.35
2074	O'REILLY AUTOMOTIVE STORE	REC TUBE	Operating supplies	100-44101-2290	34.99
2074	O'REILLY AUTOMOTIVE STORE	REC TUBE RETURN	Operating supplies	100-44101-2290	-34.99
2074	O'REILLY AUTOMOTIVE STORE	RCVR BUSHING	Operating supplies	100-44101-2290	22.99
2074	O'REILLY AUTOMOTIVE STORE	SPRAY PAINT	Operating supplies	100-43101-2290	19.98
2074	O'REILLY AUTOMOTIVE STORE	#51 RAPID FIRE	Equipment parts & supplies	100-44101-2320	22.17
2074	O'REILLY AUTOMOTIVE STORE	GAP GAUGE	Small tools	100-43101-2410	3.99
2074	O'REILLY AUTOMOTIVE STORE	#51 RELAY SWITCH, PIGTAIL S	Equipment parts & supplies	100-44101-2320	17.01
2074	O'REILLY AUTOMOTIVE STORE	ANTIFREEZE, TOGGLE COVER	Operating supplies	100-43101-2290	25.98
2074	O'REILLY AUTOMOTIVE STORE	ANTIFREEZE	Operating supplies	100-43101-2290	-11.99
2074	O'REILLY AUTOMOTIVE STORE	#51 MULTI RELAY	Equipment parts & supplies	100-44101-2320	-9.55
2074	O'REILLY AUTOMOTIVE STORE	#51 RELAY, CABLE	Equipment parts & supplies	100-44101-2320	117.99
2074	O'REILLY AUTOMOTIVE STORE	#51 CABLE CONNECTOR, BATT	Equipment parts & supplies	100-44101-2320	21.98
2075	RFC ENGINEERING, INC.	LUND'S LAKEVIEW FOREST	Engineering	431-43301-3135	381.40
2075	RFC ENGINEERING, INC.	MEADOW PARK RECONSTRUC	Engineering	431-43301-3135	2,918.59
2075	RFC ENGINEERING, INC.	CREEK VALLEY RECONSTRUCTI	Engineering	431-43301-3135	1,800.15
2075	RFC ENGINEERING, INC.	CROSSTOWN BUSINESS PARK	Capital assets	262-46101-5110	5,530.87
2075	RFC ENGINEERING, INC.	CROSSTOWN SHOPPING CENT	Engineering	431-43301-3135	7,711.91
2075	RFC ENGINEERING, INC.	2023 ASSETS	Engineering	100-41101-3135	1,317.33
2075	RFC ENGINEERING, INC.	COUNCIL MEETINGS	Engineering	100-41101-3135	134.62
2075	RFC ENGINEERING, INC.	2024 ASSETS	Engineering	100-41101-3135	29.40
2075	RFC ENGINEERING, INC.	LIVE WIRE	Engineering	100-41101-3135	67.30
2075	RFC ENGINEERING, INC.	CITY CODE UPDATE	Engineering	100-41102-3135	1,329.00
2075	RFC ENGINEERING, INC.	PLANNING COMMISSION MEE	Engineering	100-41601-3135	53.84
2075	RFC ENGINEERING, INC.	PLANNING/POTENTIAL DEVEL	Engineering	100-41601-3135	1,323.18
2075	RFC ENGINEERING, INC.	ZONING MAP	Engineering	100-41601-3135	220.02
2075	RFC ENGINEERING, INC.	L6 B1 CROSSTOWN ROLLING	Engineering	100-42401-3135	40.38
2075	RFC ENGINEERING, INC.	HAM LAKE BUILDING PERMIT	Engineering	100-42401-3135	224.05
2075	RFC ENGINEERING, INC.	5-YEAR PLAN	Engineering	100-43101-3135	2,234.70
2075	RFC ENGINEERING, INC.	SWPPP UPDATE	Engineering	100-43103-3135	102.91
2075	RFC ENGINEERING, INC.	CCWD RULES AMENDMENTS	Engineering	100-43201-3135	53.84
2075	RFC ENGINEERING, INC.	CCWD JURISDICTIONAL BOUN	Engineering	100-43201-3135	68.54
2075	RFC ENGINEERING, INC.	NPDES	Engineering	230-43201-3135	73.51
2075	RFC ENGINEERING, INC.	STREET LIGHT MAILING LIST	Other professional services	232-43701-3190	134.61
2075	RFC ENGINEERING, INC.	FIRE #3	Capital assets	420-42201-5110	955.87
2075	RFC ENGINEERING, INC.	2024 REHAB	Engineering	431-43301-3135	4,644.38
2075	RFC ENGINEERING, INC.	162ND/BUCHANAN STREET	Engineering	431-43301-3135	12,112.51
2075	RFC ENGINEERING, INC.	COUNTY DITCH #58 CROSS CU	Engineering	431-43301-3135	2,921.82
2075	RFC ENGINEERING, INC.	181ST, CONCORD - 65	Engineering	431-43301-3135	205.83
2075	RFC ENGINEERING, INC.	BUNKER LAKE BOULEVARD IN	Engineering	431-43301-3135	14.70
2075	RFC ENGINEERING, INC.	STREET INVENTORY & UPDAT	Engineering	431-43301-3135	385.12
2075	RFC ENGINEERING, INC.	2023 REHAB	Engineering	431-43301-3135	249.93
2075	RFC ENGINEERING, INC.	BUNKER, JEFFERSON - HWY 6	Engineering	431-43301-3135	44.11
2075	RFC ENGINEERING, INC.	HIDDEN FOREST EAST WETLA	Engineering	440-44103-3135	14.70

Council Approval List

Payment Dates: 6/4/2024 - 6/17/2024

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
2075	RFC ENGINEERING, INC.	15155 UNIVERSITY AVE LOT LI	Engineering	890-90001-3135	408.98
2075	RFC ENGINEERING, INC.	ALLSTATE DISTRIBUTIONS CBP	Engineering	890-90001-3135	14.70
2075	RFC ENGINEERING, INC.	SWEDISH CHAPLE ESTATES LA	Engineering	890-90001-3135	25.00
2075	RFC ENGINEERING, INC.	TIPPECANOE VACATION (AR-5	Engineering	890-90001-3135	25.00
2075	RFC ENGINEERING, INC.	FLAMINGO TERRACE	Engineering	890-90001-3135	53.84
2075	RFC ENGINEERING, INC.	HIDDEN FOREST EAST 4TH	Engineering	890-90001-3135	80.76
2075	RFC ENGINEERING, INC.	EVERGREEN ESTATES	Engineering	890-90001-3135	406.69
2075	RFC ENGINEERING, INC.	MAGNUSTON ESTATES	Engineering	890-90001-3135	367.55
2075	RFC ENGINEERING, INC.	CONSTANCE BOULEVARD TER	Engineering	890-90001-3135	684.64
2075	RFC ENGINEERING, INC.	ENCHANTED ESTATES 4TH	Engineering	890-90001-3135	140.82
2075	RFC ENGINEERING, INC.	ELEVATE HOPE HOUSE	Engineering	890-90001-3135	176.42
2075	RFC ENGINEERING, INC.	SWEDISH CHAPLE ESTATES	Engineering	890-90001-3135	2,690.10
2075	RFC ENGINEERING, INC.	LINCOLN ST COMMERCIAL (A	Engineering	890-90001-3135	231.51
2075	RFC ENGINEERING, INC.	TIPPECANOE VACATION (AR-5	Engineering	890-90001-3135	235.23
2075	RFC ENGINEERING, INC.	WHITE & SABLE	Engineering	890-90001-3135	242.30
2075	RFC ENGINEERING, INC.	CREEKSIDE FARMS	Engineering	890-90001-3135	1,022.39
2075	RFC ENGINEERING, INC.	MAGERS MEADOWS	Engineering	890-90001-3135	126.11
2075	RFC ENGINEERING, INC.	L13 B4 CONSTANCE ESTATES E	Engineering	890-90001-3135	519.15
2075	RFC ENGINEERING, INC.	GROUP PERMIT BILLING	Engineering	100-43501-3135	3,793.11
2075	RFC ENGINEERING, INC.	MSA GROUP BILLING	Engineering	431-43301-3135	108.92
2077	STAR TRIBUNE MEDIA COMPA	L11B1 CONSTANCE BOULEVA	Legal notices/publications/bid	890-90001-3950	79.00
2077	STAR TRIBUNE MEDIA COMPA	SWEDISH CHAPEL ESTATES	Legal notices/publications/bid	890-90001-3950	199.08
2077	STAR TRIBUNE MEDIA COMPA	ORD.23-10 ENTSMINGER FAR	Legal notices/publications/bid	890-90001-3950	251.22
2077	STAR TRIBUNE MEDIA COMPA	ORD. 24-01 16759 POLK REZO	Legal notices/publications/bid	890-90001-3950	257.64
2077	STAR TRIBUNE MEDIA COMPA	ORD. 23-09 HIDDEN FOREST E	Legal notices/publications/bid	890-90001-3950	69.52
2078	UNLIMITED SUPPLIES INC	MISC PARTS	Operating supplies	100-43101-2290	284.40
2078	UNLIMITED SUPPLIES INC	FUSES, MISC	Operating supplies	100-43101-2290	32.91
2079	WRUCK SEWER & PORTABLE	FREEDOM FEST TOILET RENTA	Rentals-other	100-44101-3390	675.00
2079	WRUCK SEWER & PORTABLE	LION'S PARK TOILET RENTALS	Rentals-other	100-44101-3390	158.00
2079	WRUCK SEWER & PORTABLE	SBAA HAM LAKE BALL FIELD T	Rentals-other	100-44101-3390	39.50
2079	WRUCK SEWER & PORTABLE	HAM LAKE BOAT LANDING TO	Rentals-other	100-44101-3390	79.00
2079	WRUCK SEWER & PORTABLE	LION'S PARK PLAYGROUND TO	Rentals-other	100-44101-3390	79.00
2079	WRUCK SEWER & PORTABLE	SBAA SODERVILLE PARK TOILE	Rentals-other	100-44101-3390	54.00
2079	WRUCK SEWER & PORTABLE	SODERVILLE PARK TOILET REN	Rentals-other	100-44101-3390	54.00
2079	WRUCK SEWER & PORTABLE	BLUEGRASS ESTATES TOILET R	Rentals-other	100-44101-3390	50.00
2079	WRUCK SEWER & PORTABLE	CONSTANCE ESTATES PARK TO	Rentals-other	100-44101-3390	50.00
2079	WRUCK SEWER & PORTABLE	GRANT PARK	Rentals-other	100-44101-3390	50.00
2079	WRUCK SEWER & PORTABLE	LARSON'S HERITAGE OAKS TOI	Rentals-other	100-44101-3390	50.00
2079	WRUCK SEWER & PORTABLE	TENNIS COURT TOILET RENTA	Rentals-other	100-44101-3390	108.00
2079	WRUCK SEWER & PORTABLE	HAM LAKE BALL FIELD TOILET	Rentals-other	100-44101-3390	39.50
2079	WRUCK SEWER & PORTABLE	SBAA LION'S PARK TOILET REN	Rentals-other	100-44101-3390	158.00
2079	WRUCK SEWER & PORTABLE	PINGER'S PARK TOILET RENTA	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	SBAA PATRICIA'S WILDERNESS	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	PATRICIA'S WILDERNESS TOILE	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	SBAA TWIN BIRCH PARK TOILE	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	TWIN BIRCH PARK TOILET REN	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	SBAA WISEN'S PARK TOILET R	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	WISEN'S PARK TOILET RENTAL	Rentals-other	100-44101-3390	25.00
2079	WRUCK SEWER & PORTABLE	SBAA PINGER'S PARK TOILET R	Rentals-other	100-44101-3390	25.00
66162	ACCESS	SPRING RECYCLING DAY SHRE	Waste management & recycli	231-43601-3630	576.34
66162	ACCESS	MAY SHREDDING	Waste management & recycli	231-43601-3630	146.42
66163	ACE SOLID WASTE INC	JUNE ORGANICS	Waste management & recycli	231-43601-3630	363.14
66164	ACE SOLID WASTE INC	MAY YARDWASTE	Waste management & recycli	231-43601-3630	3,003.96
66165	ADAM'S PEST CONTROL, INC	CITY HALL PEST CONTROL	Building repair & maintenanc	100-41702-3420	219.00
66166	ALEX AIR APPARATUS 2 LLC	COMPRESSOR CHARGING AD	Equipment repair & maintena	100-42201-3440	850.00
66167	ANOKA CONSERVATION DISTR	RARE PLANT TAKING PERMIT -	Other professional services	262-46101-3190	36,000.00
66167	ANOKA CONSERVATION DISTR	RARE PLANT TAKING PERMIT -	Other professional services	431-43301-3190	24,000.00
66168	ANOKA COUNTY PROPERTY	L3B5 EVERGREEN ESTATES SEP	Filing fees	100-41101-3980	46.00
66169	BERGLUND, BAUMGARTNER,	5/6 CC MTG	Attorney	100-41101-3110	485.40
66169	BERGLUND, BAUMGARTNER,	5/20 CC MTG	Attorney	100-41101-3110	264.74

Council Approval List

Payment Dates: 6/4/2024 - 6/17/2024

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
66169	BERGLUND, BAUMGARTNER,	GOOD FELLAS	Attorney	100-41101-3110	237.63
66169	BERGLUND, BAUMGARTNER,	LAW ENFORCEMENT MTG	Attorney	100-41101-3110	118.82
66169	BERGLUND, BAUMGARTNER,	BLIGHT PROPERTIES	Attorney	100-41101-3110	67.90
66169	BERGLUND, BAUMGARTNER,	LIVEWIRE	Attorney	100-41101-3110	1,120.28
66169	BERGLUND, BAUMGARTNER,	GAMBLING ORDINANCE	Attorney	100-41102-3110	712.91
66169	BERGLUND, BAUMGARTNER,	PRSECUTIONS	Attorney	100-41501-3110	6,895.85
66169	BERGLUND, BAUMGARTNER,	FIRE #3 FLOORS	Attorney	100-42201-3110	254.61
66169	BERGLUND, BAUMGARTNER,	OSBORNE EASEMENT	Capital assets	262-46101-5110	101.84
66169	BERGLUND, BAUMGARTNER,	CRAWFORD EASEMENT	Attorney	431-43301-3110	84.87
66169	BERGLUND, BAUMGARTNER,	HIDDEN FOREST EAST WETLA	Attorney	440-44103-3110	84.87
66169	BERGLUND, BAUMGARTNER,	EVERGREEN ESTATES	Attorney	890-90001-3110	458.29
66170	BJORKLUND TRUCKING LLC	10.1 TN CLASS 5	Operating supplies	100-43101-2290	246.95
66171	BLUE CROSS BLUE SHIELD OF	JULY VISION	Vision Insurance	100-21715	37.98
66172	BUREAU OF CRIMINAL APPRE	CHILD BACKGROUND CHECK -	Personnel testing & recruitme	100-44101-3150	15.00
66173	CENTERPOINT ENERGY	CITY HALL	Natural gas	100-41702-3620	198.77
66173	CENTERPOINT ENERGY	FIRE #2	Natural gas	100-42202-3620	157.82
66173	CENTERPOINT ENERGY	FIRE #1	Natural gas	100-42202-3620	121.03
66173	CENTERPOINT ENERGY	PW	Natural gas	100-43104-3620	283.70
66173	CENTERPOINT ENERGY	H.L. PARK PAVILION	Natural gas	100-44102-3620	54.47
66173	CENTERPOINT ENERGY	H.L. PARK BUILDING	Natural gas	100-44102-3620	159.96
66173	CENTERPOINT ENERGY	SR CENTER	Natural gas	100-44202-3620	107.03
66174	CITY OF COLUMBUS	MAY SIGNAL LEXINGTON & BR	Electricity	100-43401-3610	23.26
66175	CITY OF ST PAUL	3 TN ASPHALT MIX	Street repair & maintenance s	100-43101-2330	258.90
66176	CONNEXUS ENERGY	CITY HALL	Electricity	100-41702-3610	814.52
66176	CONNEXUS ENERGY	GARAGE	Electricity	100-41702-3610	29.70
66176	CONNEXUS ENERGY	SOUTH WELCOME	Electricity	100-41703-3610	15.30
66176	CONNEXUS ENERGY	CITY SIGN	Electricity	100-41703-3610	228.55
66176	CONNEXUS ENERGY	FIRE #3	Electricity	100-42202-3610	231.36
66176	CONNEXUS ENERGY	FIRE #2	Electricity	100-42202-3610	197.78
66176	CONNEXUS ENERGY	FIRE #1	Electricity	100-42202-3610	430.66
66176	CONNEXUS ENERGY	SIRENS	Electricity	100-42302-3610	68.25
66176	CONNEXUS ENERGY	PW	Electricity	100-43104-3610	624.72
66176	CONNEXUS ENERGY	STREET LIGHTS #2	Electricity	100-43401-3610	263.31
66176	CONNEXUS ENERGY	HWY 65/BUNKER SIGNALS	Electricity	100-43401-3610	75.67
66176	CONNEXUS ENERGY	RADISSON/BUNKER SIGNALS	Electricity	100-43401-3610	70.56
66176	CONNEXUS ENERGY	CROSSTOWN/HWY 65 SIGNAL	Electricity	100-43401-3610	69.43
66176	CONNEXUS ENERGY	STREET LIGHTS #1	Electricity	100-43401-3610	22.89
66176	CONNEXUS ENERGY	HWY 65/ANDOVER BLVD SIGN	Electricity	100-43401-3610	69.19
66176	CONNEXUS ENERGY	BUNKER/LEXINGTON SIGNALS	Electricity	100-43401-3610	61.03
66176	CONNEXUS ENERGY	HWY 65/CONSTANCE SIGNALS	Electricity	100-43401-3610	107.34
66176	CONNEXUS ENERGY	BUNKER/JEFFERSON SIGNALS	Electricity	100-43401-3610	56.95
66176	CONNEXUS ENERGY	LEXINGTON/CROSSTOWN SIG	Electricity	100-43401-3610	42.76
66176	CONNEXUS ENERGY	SODERVILLE PARK	Electricity	100-44101-3610	35.35
66176	CONNEXUS ENERGY	HAM LAKE AERATOR	Electricity	100-44101-3610	14.50
66176	CONNEXUS ENERGY	SODERVILLE PARK WELL	Electricity	100-44101-3610	14.50
66176	CONNEXUS ENERGY	HAM LAKE WELL	Electricity	100-44101-3610	73.86
66176	CONNEXUS ENERGY	HAM LAKE PARK	Electricity	100-44101-3610	118.91
66176	CONNEXUS ENERGY	HAM LAKE PARK SHELTER	Electricity	100-44102-3610	27.55
66176	CONNEXUS ENERGY	HAM LAKE PARK BUILDING	Electricity	100-44102-3610	80.32
66176	CONNEXUS ENERGY	LION'S PARK PAVILION	Electricity	100-44102-3610	154.32
66176	CONNEXUS ENERGY	LION'S PARK CONCESSION	Electricity	100-44102-3610	57.40
66176	CONNEXUS ENERGY	HAM LAKE PARK CONCESSION	Electricity	100-44102-3610	89.63
66176	CONNEXUS ENERGY	SR CENTER	Electricity	100-44202-3610	438.58
66176	CONNEXUS ENERGY	STREET LIGHTS	Electricity	232-43701-3610	4,442.29
66179	DEHN OIL CO	282.4 GAL GASOLINE	Fuel	100-43101-2230	767.76
66179	DEHN OIL CO	281 GAL DIESEL	Fuel	100-43101-2230	724.70
66180	EMBEDDED SYSTEMS INC	JAN - JUNE SIREN MAINTENA	Equipment repair & maintena	100-42302-3440	3,897.66
66181	FLEETPRIDE	#71 FILTERS	Equipment parts & supplies	100-43101-2320	70.77
66181	FLEETPRIDE	#71 FILTER	Equipment parts & supplies	100-43101-2320	33.88
66181	FLEETPRIDE	#71 FILTERS	Equipment parts & supplies	100-43101-2320	15.82

Council Approval List

Payment Dates: 6/4/2024 - 6/17/2024

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
66182	GWORKS	ROWEMAP SUPPORT 1/25 - 6	Prepaid expense	100-15501	67.50
66182	GWORKS	SIMPLE SIGNS SUPPORT 1/25	Prepaid expense	100-15501	202.00
66182	GWORKS	ROWEMAP SUPPORT 6/24 - 1	Computer & software support	100-43401-3120	67.50
66182	GWORKS	SIMPLE SIGNS SUPPORT 6/24	Computer & software support	100-43401-3120	202.00
66183	HAM LAKE HARDWARE INC	WEED WHIP SERVICE	Equipment repair & maintena	100-44101-3440	91.98
66183	HAM LAKE HARDWARE INC	WEED WHIP SERVICE	Equipment repair & maintena	100-44101-3440	95.34
66184	LINCOLN NATIONAL LIFE INSU	JUNE LT DISABILITY - AB	STD/LTD	100-21713	-166.01
66184	LINCOLN NATIONAL LIFE INSU	MAR - JUN LT DISABILITY - DS	STD/LTD	100-21713	-334.80
66184	LINCOLN NATIONAL LIFE INSU	JULY LT DISABILITY	STD/LTD	100-21713	685.18
66184	LINCOLN NATIONAL LIFE INSU	JUNE ST DISABILITY - AB	STD/LTD	100-21713	-61.00
66184	LINCOLN NATIONAL LIFE INSU	JULY ST DISABILITY	STD/LTD	100-21713	891.61
66184	LINCOLN NATIONAL LIFE INSU	MAR - JUN LT DISABILITY - MR	STD/LTD	100-21713	-149.06
66185	MARTIN MARIETTA MATERIAL	4.1 TN ASPHALT	Street repair & maintenance s	100-43101-2330	311.81
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41201-2510	40.43
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41301-2510	32.13
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41401-2510	55.95
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41601-2510	23.83
66186	METRO - INET	PHONES	Phones/radios/pagers	100-41701-3210	72.78
66186	METRO - INET	IT SUPPORT	Computer & software support	100-41707-3120	2,870.99
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-42201-2510	55.95
66186	METRO - INET	IT SUPPORT	Computer & software support	100-42201-3120	1,310.29
66186	METRO - INET	PHONES	Phones/radios/pagers	100-42201-3210	30.32
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-42401-2510	96.38
66186	METRO - INET	IT SUPPORT	Computer & software support	100-42401-3120	794.91
66186	METRO - INET	PHONES	Phones/radios/pagers	100-42401-3210	36.39
66186	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-43101-2510	22.33
66186	METRO - INET	IT SUPPORT	Computer & software support	100-43101-3120	801.81
66186	METRO - INET	PHONES	Phones/radios/pagers	100-43101-3210	18.19
66186	METRO - INET	PHONES	Phones/radios/pagers	100-44101-3210	6.06
66186	METRO - INET	PHONES	Phones/radios/pagers	100-44201-3210	24.26
66186	METRO - INET	WIRELESS ACCESS POINTS	Controllable assets	100-41701-5120	2,292.27
66186	METRO - INET	WIRELESS ACCESS POINT	Controllable assets	100-42201-5120	764.09
66186	METRO - INET	WIRELESS ACCESS POINT	Controllable assets	100-42201-5120	764.09
66188	MINNESOTA EQUIPMENT	RING SUPERLUBE	Operating supplies	100-44101-2290	28.50
66188	MINNESOTA EQUIPMENT	AIR, OIL &, HYDRAULIC FILTER	Equipment parts & supplies	100-44101-2320	305.49
66188	MINNESOTA EQUIPMENT	OIL, FUEL, & OTHER FILTERS	Equipment parts & supplies	100-44101-2320	212.04
66188	MINNESOTA EQUIPMENT	WEED WHIP TRIMMER HEADS	Operating supplies	100-44101-2290	55.98
66188	MINNESOTA EQUIPMENT	FLT ASSEMBLY	Equipment parts & supplies	100-44101-2320	83.52
66188	MINNESOTA EQUIPMENT	FILTER ELEMENTS	Equipment parts & supplies	100-44101-2320	110.87
66188	MINNESOTA EQUIPMENT	AIR FILTERS	Operating supplies	100-44101-2290	123.34
66189	MINNESOTA OCCUPATIONAL	VACCINE - JL	Personnel testing & recruitme	100-42201-3150	196.00
66190	MN FIRE SERVICE CERT BOAR	FFI AND FFI EXAMS	Training/conferences/schools	100-42201-3510	2,142.00
66191	MN PEIP	MAY & JUNE HEALTH INSURA	Health Insurance	100-21710	-1,469.64
66191	MN PEIP	JULY HEALTH INSURANCE	Health Insurance	100-21710	10,771.98
66191	MN PEIP	JUNE HEALTH INSURANCE - A	Health Insurance	100-21710	1,344.48
66192	NCPERS GROUP LIFE INSURAN	JULY LIFE	Life Insurance	100-21714	96.00
66193	ON-SITE HOSE INC	#75 HOSE REPAIR	Vehicle repair & maintenance	100-43101-3470	281.33
66194	PREMIUM WATERS INC	MAY WATER & BOTTLE DEPOS	Equipment rentals	100-41701-3320	86.40
66194	PREMIUM WATERS INC	JUNE WATER COOLER RENTAL	Equipment rentals	100-41701-3320	14.00
66195	PTL TIRE INC	#65 TIRE MOUNT	Equipment repair & maintena	100-44101-3440	40.88
66195	PTL TIRE INC	TUR TEQ MACHINE TIRE REPAI	Equipment repair & maintena	100-44101-3440	25.10
66196	RECYCLE TECHNOLOGIES INC	RECYCLING DAY	Waste management & recycli	231-43601-3630	450.00
66196	RECYCLE TECHNOLOGIES INC	CITY'S RECYCLED ITEMS	Waste management & recycli	231-43601-3630	165.00
66197	RIVARD COMPANIES	LION'S PARK MULCH	Operating supplies	100-44101-2290	239.40
66197	RIVARD COMPANIES	STORM CLEAN UP DISPOSAL	Waste management & recycli	231-43601-3630	62.50
66197	RIVARD COMPANIES	LION'S PARK MULCH	Operating supplies	100-44101-2290	199.50
66197	RIVARD COMPANIES	TREE WASTE DISPOSAL - STOR	Waste management & recycli	231-43601-3630	375.00
66198	S & S INDUSTRIAL SUPPLY INC	LOCK NUT, BOLT	Operating supplies	100-43101-2290	3.50
66199	THE MPX GROUP	JUNE HAM LAKER DELIVERY	Other services and charges	211-41704-3990	400.00
66200	VERIZON WIRELESS	MR	Phones/radios/pagers	100-42201-3210	41.22

Council Approval List

Payment Dates: 6/4/2024 - 6/17/2024

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
66200	VERIZON WIRELESS	TD, MJ & 2 LAPTOPS	Phones/radios/pagers	100-42401-3210	162.46
66200	VERIZON WIRELESS	JK, JW, JC, CS, EH, & 2 LAPTOP	Phones/radios/pagers	100-43101-3210	294.13
66200	VERIZON WIRELESS	DH, AC, MS	Phones/radios/pagers	100-44101-3210	123.64
66201	WRIGHT-HENNEPIN COOPERA	JUNE ELEVATOR MONITORING	Monitoring	100-41702-3145	10.00
66201	WRIGHT-HENNEPIN COOPERA	JUNE SECURITY MONITORING	Monitoring	100-41702-3145	33.95
66201	WRIGHT-HENNEPIN COOPERA	JUNE PW FIRE PANEL MONIT	Monitoring	100-43104-3145	52.95
66202	XCEL ENERGY	MAY FIRE #3 NATURAL GAS	Natural gas	100-42202-3620	31.51
66203	GMH ASPHALT CORPORATION	2024 BITUMINOUS OVERLAY	Contractors	431-43301-3810	1,339,829.55
DFT0002726	COMPENSATION CONSULTAN	Health Savings Account	HSA Account	100-21712	150.00
DFT0002727	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	2,260.00
DFT0002727	EMPOWER	Roth IRA	Deferred compensation	100-21704	200.00
DFT0002728	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	6,230.56
DFT0002728	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,786.78
DFT0002728	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	7,102.18
DFT0002729	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,780.81
DFT0002730	PERA	Retirement-Coordinated	PERA	100-21703	7,355.09
DFT0002730	PERA	Retirement-Police & Fire	PERA	100-21703	1,280.53
Grand Total:					1,553,226.28

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Robert & Wilma Burbach Bike Foundation Previous Gambling Permit Number: X- 95020-23-002

Minnesota Tax ID Number, if any: 46-0547813 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 1207 Constance Boulevard NE

City: Ham Lake State: MN Zip: 55304 County: Anoka

Name of Chief Executive Officer (CEO): _____

CEO Daytime Phone: _____ CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): julie@gothammail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

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

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

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Bikes 4 Kids

Physical Address (do not use P.O. box): 16501 Buchanan Street NE

Check one:
 City: Ham Lake Zip: 55304 County: Anoka
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 14, 2024

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

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

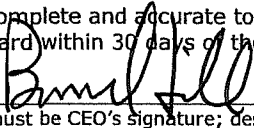
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 5/23/2024

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

Print Name: _____

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

This form will be made available in alternative format (i.e. large print, braille) upon request.

Meeting Date: June 15, 2024



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

To: Mayor and Councilmembers

From: Dawnette Shimek, Deputy City Clerk

Item/Title/Subject: Hiring Absentee Voting Election Staff

Introduction/Discussion: Early voting for the Primary Election will begin on Friday, June 28, 2024 and continue until Monday, August 12, 2024. Over the past several years, it has become apparent that City staff is unable to continue with their normal work duties and also assist absentee voters.

Recommendation: I am recommending hiring Terry Berglin, Olivia Nkata and Shannon Southerland as Absentee Voting Election Staff to assist with the Primary Election early voting as needed from June 28, 2024 through Monday, August 12, 2024 at the payrate of \$15.00 per hour.

Meeting Date: June 17, 2024

CITY OF HAM LAKE
STAFF REPORT

To: Mayor and Councilmembers
From: John Witkowski, Public Works Superintendent
Subject: Hiring Seasonal Maintenance Workers

Introduction: I am recommending the hiring of a part-time seasonal maintenance worker. At this time, we are still actively seeking applicants, and in the future, may recommend additional personnel to fill open spots.

Recommendation: Listed below is the individual that is being recommended for the Public Works part-time seasonal maintenance position.

Michael Richmond is a new employee at a pay rate of \$15.00 per hour.

Meeting Date: June 17, 2024



**CITY OF HAM LAKE
STAFF REPORT**

To: Mayor and Councilmembers

From: Dawnette Shimek, Deputy City Clerk

Item/Title/Subject: Vacation of a portion of a Drainage and Utility Easement on Lot 13, Block 4, Constance Estates (3717 165th Avenue NE)

Introduction/Discussion:

Nathan Orr is requesting to vacate a portion of the Drainage and Utility Easement on Lot 13, Block 4, Constance Estates. Engineer Krugler has reviewed the legal description and has no issue with this vacation being there is no public need for the easement.

Recommendation:

I recommend approval of the Resolution scheduling a Public Hearing for July 15, 2024 at 6:01 p.m. to vacate a portion of the drainage and utility easement on Lot 13, Block 4, Constance Estates.

RESOLUTION NO. 24-

WHEREAS, the Ham Lake City Council, on its own motion, wishes to consider the vacation of the following described land in the City of Ham Lake, pursuant to Minnesota Statutes Chapter 412.851:

Area: 1,594 SQUARE FEET OR 0.04 ACRES

That part of Lot 13, Block 4, CONSTANCE ESTATES, Anoka County, Minnesota, described as follows:

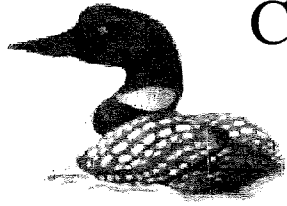
Commencing at the northeast corner of said Lot 13;
thence South 0 degrees 38 minutes 39 seconds East, assumed bearing, along the east line of said Lot 13, a distance of 17.57 feet;
thence South 89 degrees 12 minutes 47 seconds West, a distance of 11.60 feet to the point of beginning;
thence South 0 degrees 49 minutes 48 seconds East, a distance of 32.40 feet;
thence South 89 degrees 21 minutes 21 seconds West, a distance of 49.15 feet;
thence North 1 degrees 23 minutes 44 seconds West, a distance of 32.28 feet;
thence North 89 degrees 12 minutes 47 seconds East, a distance of 49.48 feet to the point of beginning;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ham Lake, that the City Clerk is directed to post in a conspicuous place in the City Hall between the dates of June 20, 2024 and July 15, 2024 and to cause publication of a NOTICE OF PUBLIC HEARING, a copy of which is attached to this Resolution, for a public hearing to be held on July 15, 2024, with publication to occur in the Star Tribune on June 20 and June 27, 2024.

Adopted by the City Council of the City of Ham Lake this 17th day of June, 2024.

Brian Kirkham, Mayor

Denise Webster, City Clerk



CITY OF HAM LAKE

15544 Central Avenue NE
Ham Lake, Minnesota 55304
(763) 434-9555
info@ci.ham-lake.mn.us

NOTICE OF PUBLIC HEARING VACATION OF PUBLIC LAND

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held before the Ham Lake City Council on July 15, 2024 at 6:01 p.m. in the City Council Chambers, City Hall, 15544 Central Avenue N.E. Ham Lake, Minnesota 55304, to hear comments and questions concerning the proposed vacation of the following described land within the City of Ham Lake, Minnesota:

Area: 1,594 SQUARE FEET OR 0.04 ACRES

That part of Lot 13, Block 4, CONSTANCE ESTATES, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 13;
thence South 0 degrees 38 minutes 39 seconds East, assumed bearing, along the east line of said Lot 13, a distance of 17.57 feet;
thence South 89 degrees 12 minutes 47 seconds West, a distance of 11.60 feet to the point of beginning;
thence South 0 degrees 49 minutes 48 seconds East, a distance of 32.40 feet;
thence South 89 degrees 21 minutes 21 seconds West, a distance of 49.15 feet;
thence North 1 degrees 23 minutes 44 seconds West, a distance of 32.28 feet;
thence North 89 degrees 12 minutes 47 seconds East, a distance of 49.48 feet to the point of beginning;

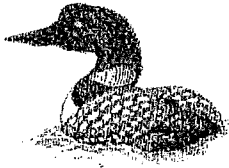
Said hearing is conducted pursuant to Minnesota Statutes Chapter 412.851.

Dated: June 20, 2024

Dawnette Shimek, Deputy City Clerk

Posted at City Hall between the dates of June 20, 2024 and July 15, 2024.

Published in the Star Tribune on June 20 and June 27, 2024



RECEIVED
 JUN 12 2024
 By:

Receipt 99946
 \$400⁰⁰

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 6/12/24
 Date of City Council appearance June 17th / P.H. / July 15th
 60-day review deadline _____

APPLICANT'S NAME Nathan Orr

STREET ADDRESS 3717 165th Ave NE

CITY, STATE ZIP Ham Lake, MN

PHONE (daytime) 612-554-2635

NATURE OF REQUEST

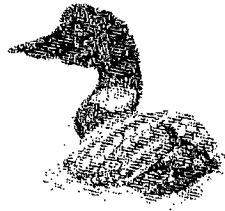
we are requesting modification to current utility/drainage easement+
 to accommodate existing garage structure. The non-conformity was
 identified while performing the title search as part of new purchase agreement

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.

Nathan Orr 6/12/24
 Signature of Applicant 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.



**NOTICE TO ALL APPLICANTS FOR MUNICIPAL
PERMITS, LICENSES,
OR OTHER MUNICIPAL ACTION**

- 1. If you are requesting municipal action on any request for any of the above, you will be required to furnish certain information about yourself, the project you are involved in, or other matters pertaining to the subject. Some of the information you are asked to provide is classified by state law as either private or confidential. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data.*
- 2. The purpose of this information is to enable the City Staff, Commissions, Council or other government agencies to evaluate relevant factors in considering your request. You are not legally required to provide this information. If you do not provide the requested information, the City may not act upon your request.*
- 3. The information you supply will be public and available to any entity requesting to inspect the information.*

**DATA PRACTICES ADVISORY
TENNESSEN WARNING**

REQUIRED BY MINNESOTA STATUTES CHAPTER 13.04

SIGNED BY



COMPANY/TITLE:

Home owner

DATE:

6/12/21

**CITY OF HAM LAKE
ACKNOWLEDGMENT OF RESPONSIBILITY
TO REIMBURSE EXPENSES**

The undersigned, Nathan Orr, having applied to the City of Ham Lake for consideration of a planning and zoning request, or any other permit, license, or action requiring review and/or approval of the City, as follows:

vacating portion of easement

Type of Application

acknowledges that the sum of \$ 400, has been deposited with the City of Ham Lake to reimburse the City of Ham Lake for any out of pocket expenses incurred by the City in reviewing the proposal, including but not limited to a staff review fee, any signage required by ordinance, and City Engineer and City Attorney's fees for their review, in amounts which are not known to the City at this time. The applicant acknowledges that it is the responsibility of the undersigned to reimburse the City for any such engineering or attorney's fees incurred in review of the applicant's request, or any other expenses incurred by the City in connection with this requires, and further acknowledges that in the event that the undersigned fails to promptly remit any amounts incurred by the City in excess of the deposit, the City shall have the right to discontinue further consideration or action upon the undersigned's request, shall have the right to rescind any approvals, withdraw any permits, licenses or other consents, shall have the right to vacate any street or road, plat or other dedication, and the undersigned waives the right to claim damages arising out of any such act by the City. Furthermore, the applicant agrees that in the event that the City is required to take legal action in order to effect recovery of any of the expenses incurred by the City from the undersigned, the City shall be entitled, in addition to principle and interest, to recover its reasonable attorney's fees incurred in collecting said sums from the undersigned.

Applicant Signature

Nathan Orr

Dated

6/12/21

The following statement must be signed if the applicant is not the property owner:

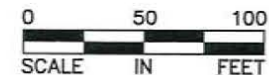
_____, as owner of the property involved in the foregoing application, agrees to be jointly and severally liable for payment of the foregoing fees.

Property Owner Signature

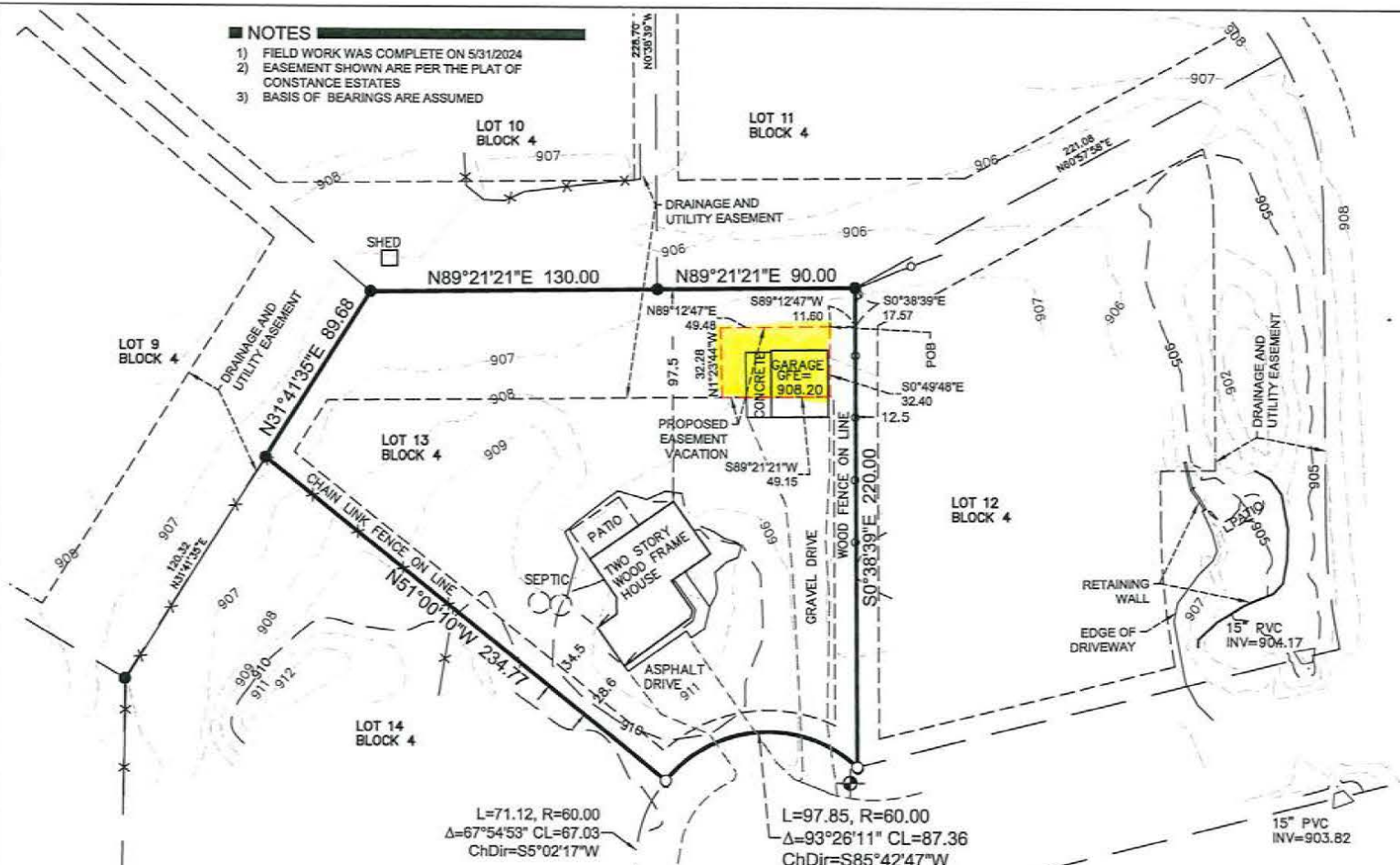
Nathan Orr

Dated

6/12/21



- NOTES**
- 1) FIELD WORK WAS COMPLETE ON 5/31/2024
 - 2) EASEMENT SHOWN ARE PER THE PLAT OF CONSTANCE ESTATES
 - 3) BASIS OF BEARINGS ARE ASSUMED



DESCRIPTION
LOT 13, BLOCK 4, CONSTANCE ESTATES, PLAT RECORDS OF ANOKA COUNTY, MN

DATUMS
Initial site control established by MnDOT GNSS CORS Network.
Station: GSID #62910
Anoka Benchmark 12 NW

Northing: 185281.84
Easting: 523645.82
Height: 910.78 Feet

Datums:
Horizontal: Anoka County Coordinate System, NAD83 (1996 Adj), Lambert Conformal Conic, Minnesota.

PROPOSED VACATION DESCRIPTION
That part of Lot 13, Block 4, CONSTANCE ESTATES, Anoka County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 13; thence South 0 degrees 38 minutes 39 seconds East, assumed bearing, along the east line of said Lot 13, a distance of 17.57 feet; thence South 89 degrees 12 minutes 47 seconds West, a distance of 11.60 feet to the point of beginning; thence South 0 degrees 49 minutes 48 seconds East, a distance of 32.40 feet; thence South 89 degrees 21 minutes 21 seconds West, a distance of 49.15 feet; thence North 1 degrees 23 minutes 44 seconds West, a distance of 32.28 feet; thence North 89 degrees 12 minutes 47 seconds East, a distance of 49.48 feet to the point of beginning;

- LEGEND**
- ⊕ BENCH MARK
 - FOUND IRON PIPE
 - SET IRON PIPE
 - ⊕ TELEPHONE PEDESTAL
 - BM BENCHMARK
 - FD FOUND
 - IP IRON PIPE (CAP AS NOTED)
 - IP SET IRON PIPE SET
 - IR IRON ROD
 - NG NATURAL GROUND
 - CHAIN LINK FENCE
 - WOOD FENCE
 - - - PROPOSED VACATED EASEMENT AREA

PROJECT
BEEBE LOT SURVEY

LOCATION
3717 165TH AVE NE
HAM LAKE MN

#	DATE	DESCRIPTION
1	6.2.24	Update per Comments
2	6.12.24	Proposed Vacation

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SCOTT ALWIN
DATE: 6/03/2024
LICENSE NUMBER: 53528

DRAWN BY
VZ

CHECKED BY
SCA

DATE
06.02.2024

PROJECT #
2024-085

SHEET NAME
CERTIFICATE OF SURVEY

SHEET NUMBER
1 OF 1

Meeting Date: June 17, 2024

CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Denise Webster, City Administrator
Dave Krugler, RFC Engineering

Item/Title/Subject: Approval of a Resolution requesting use of HRA funds to pay for the 2040 Comprehensive Plan

Introduction:/ Discussion:

The City Council approved Resolution No. 21-38 in 2021 adopting the 2040 City of Ham Lake Comprehensive Plan update, which was being completed by RFC Engineering. Included in the update of the Comprehensive Plan is the requirement to update the Surface Water Management Plan (SWMP) and the Stormwater Pollution Prevention Program (SWPPP) documents and revising the SWMP and SWPPP based on incorporating the 2024 Coon Creek Watershed District Comprehensive Plan.

In the past, the City has requested funds from the Anoka County Housing and Redevelopment Authority (HRA) to pay for the update to the Comprehensive Plan.

Recommendation:

I recommend approving a Resolution requesting the use of HRA funds to pay for the update to the 2040 Comprehensive Plan, revised Surface Water Management Plan and Stormwater Pollution Prevention Program in the amount of \$200,000.

RESOLUTION NO. 24-XX

WHEREAS, section 473.858 and 473.864 of the Metropolitan Land Planning Act requires metropolitan-area communities to review and, if necessary, update their comprehensive plans by December 2018; and

WHEREAS, Ham Lake received a metropolitan systems statement from the Metropolitan Council in September 2016 including new information to update its comprehensive plan in conjunction with the statutory decennial review process; and

WHEREAS, Ham Lake has entered into an Agreement for Professional Planning Services with RFC Engineering, Inc.; and

WHEREAS, the Anoka County Housing and Redevelopment Authority has funding available for planning activities;

NOW THEREFORE, BE IT RESOLVED that the Ham Lake City Council is requesting funding from the Anoka County Housing and Redevelopment Authority in an amount of \$200,000 to cover the cost of the contract with RFC Engineering, Inc., and to cover the cost of the City's consultant engineer and attorney in updating the Comprehensive Plan, and the required updates to the Surface Water Management Plan and Stormwater Pollution Prevention Program Plan.

Adopted by a unanimous vote of the City Council this 17th day of June, 2024.

Brian Kirkham, Mayor

Denise Webster, City Clerk

CITY OF HAM LAKE

RESOLUTION NO. 21-38

A RESOLUTION ADOPTING THE 2040 CITY OF HAM LAKE COMPREHENSIVE PLAN UPDATE, A COMPILATION OF POLICY STATEMENTS, GOALS, STANDARDS, AND MAPS FOR GUIDING THE OVERALL DEVELOPMENT AND REDEVELOPMENT OF THE LOCAL GOVERNMENTAL UNIT

WHEREAS, Minnesota Statutes section 473.864 requires each local governmental unit to review and, if necessary, amend its entire comprehensive plan and its fiscal devices and official controls at least once every ten years to ensure its comprehensive plan conforms to metropolitan system plans and ensure its fiscal devices and official controls do not conflict with the comprehensive plan or permit activities that conflict with metropolitan system plans; and

WHEREAS, Minnesota Statutes sections 473.858 and 473.864 require local governmental units to complete their “decennial” reviews by December 31, 2018; and

WHEREAS, the City of Ham Lake authorized the review and update of its Comprehensive Plan; and

WHEREAS, the proposed City of Ham Lake’s 2040 Comprehensive Plan is a planning tool intended to guide the future growth and development of the City of Ham Lake in a manner that conforms with metropolitan system plans and complies with the Metropolitan Land Planning Act and other applicable planning statutes; and

WHEREAS, the proposed City of Ham Lake’s 2040 Comprehensive Plan reflect a community planning process conducted in the years 2016 through 2018 involving elected officials, appointed officials, city staff, community organizations, the public at large, developers, and other stakeholders; and

WHEREAS, pursuant to Minnesota Statutes section 473.858, the proposed 2040 Comprehensive Plan was submitted to adjacent governmental units and affected special districts and school districts for review and comment on May 20, 2021, and the statutory six-month review and comment period has elapsed; and

WHEREAS, the Planning Commission has considered the proposed 2040 Comprehensive Plan and all public comments, and thereafter submitted its recommendations to the Ham Lake City Council; and

WHEREAS, on November 12, 2019, the Planning Commission conducted a public hearing(s) on the proposed 2040 Comprehensive Plan; and

WHEREAS, the Ham Lake City Council approved Resolution No. 19-67 authorizing the proposed 2040 Comprehensive Plan to be submitted to the Metropolitan Council for review; and

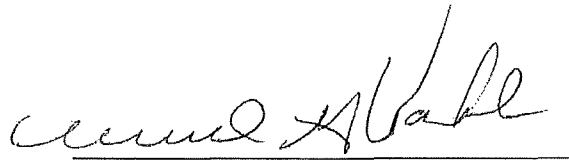
WHEREAS, at its regular meeting on September 22, 2021, the Metropolitan Council completed its review of the proposed 2040 Comprehensive Plan and found that the Plan meets the requirements of the Metropolitan Land Planning Act; conforms to the metropolitan system plans for transportation (including aviation), water resources, and parks; is consistent with *Thrive MSP 2040*; and is compatible with the plans of adjacent jurisdictions and affected special districts and school districts; and

WHEREAS, the 2040 proposed Comprehensive Plan includes all revisions made during the review process and responds to additional advisory comments that are part of the Metropolitan Council's actions authorizing the City of Ham Lake to place its proposed 2040 Comprehensive Plan into effect.


NOW THERE, BE IT RESOLVED BY THE [GOVERNING BODY OF THE LOCAL GOVERNMENTAL UNIT], MINNESOTA, that the City of Ham Lake's 2040 Comprehensive Plan is adopted and is effective as of the date of this resolution.

BE IT FURTHER RESOLVED that, pursuant to sections 473.864 and 473.865 of the Metropolitan Land Planning Act, the City of Ham Lake will: (1) review its fiscal devices and official controls; (2) if necessary, amend its fiscal devices and official controls to ensure they do not conflict with the 2040 Comprehensive Plan or permit activity in conflict with metropolitan system plans; and (3) submit amendments to fiscal devices or official controls to the Metropolitan Council for "information purposes."

Adopted by a unanimous vote of the City Council of the City of Ham Lake this 18th day of October 2021.



Michael G. Van Kirk, Mayor


Denise Webster, City Clerk

Meeting Date: June 17, 2024

CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers
From: Andrea Murff, Finance/HR Director
Subject: Postage Meter

Introduction/Discussion:

The postage meter lease agreement is up for renewal. The current postage machine has been leased since 2019 and the contract is set to expire 7/31/2024. Each year there are approximately 4,500 pieces of mail mailed out. Staff has found that the best machine for sending out this volume of mail is a machine that comes with an autofeeder, sealer and catch tray.

I compared our current vendor, Quadiant, to American Mailing Machines when looking into replacing the postage machine and services. It was found both provided similar equipment that was needed; however, price and services provided seemed more beneficial to the City with American Mailing Machines. They would be able to handle our mailing needs for \$160.95 per month compared to \$169.33 per month from Quadiant and were more locally based.

Recommendation:

I recommend approval of the 63-month lease agreement with American Mailing Machines to provide mailing services to the City.



Price & Considerations for: City of Ham Lake

Current System: IN-600

End Date: July 31st 2024

Proposed System: (Includes: State/Non-Profit Program)

FP PostBase Vision A5 Automatic Mailing Machine: \$160.95 per month for 63 months (Includes PostBase Vision A5 Automatic Mailing Machine, meter rental, USPS rate updates, Vision 360 Postal Accounting, USPS Parcel Shipping Program, IMI ready, ongoing training and maintenance.)

Features of Postage Machine:

- **IMI Ready** Technology (meets all current and future requirements from the post office)
- **Sealing in progress display:** (illuminated in blue) to minimize feeding and sealing errors. When operators process mail, they will be able to easily see whether they are in seal or none seal mode. There will be a bright blue display light to indicate when you are in sealing mode.
- **Intelligent Sealing and Printing:** Mailing System will automatically detect any envelope unsealed or without postage. This prevents mail from entering the mail stream without being sealed or without proper postage. ****Only mailing machine with this technology**

- Positive flow envelope feed system with **weighted feed arm and adjustable feed deck**, to ensure first and last envelope feeding. ****Only mailing machine with this technology**
- Customer programmable shortcut keys which allow for easy operation
- **ERR** (Electronic Return Receipt for Certified Mail) services included
- **USPS Parcel Shipping** (Ship packages and large envelopes with a 4x6 label at Commercial Plus Pricing Discount from the post office)
- Touch screen operation
- High-capacity ink delivery system.
- Whisper quiet running. Postage machine keeps sound to a minimum allowing operation by receptionist desk without disrupting phone calls.
- Fast machine wake up time
- **Local support and service provided for all customer service needs. Local phone contact for service, supplies and any customer service issue that may be needed. This means you can call our local number for ANY issue that might arise, so you can be off the phone quickly, which allows you to get back to your duties.**



**UNITED STATES
POSTAL SERVICE®**
Approved IMI Postage Solution

 **AMERICAN**
MAILING MACHINES



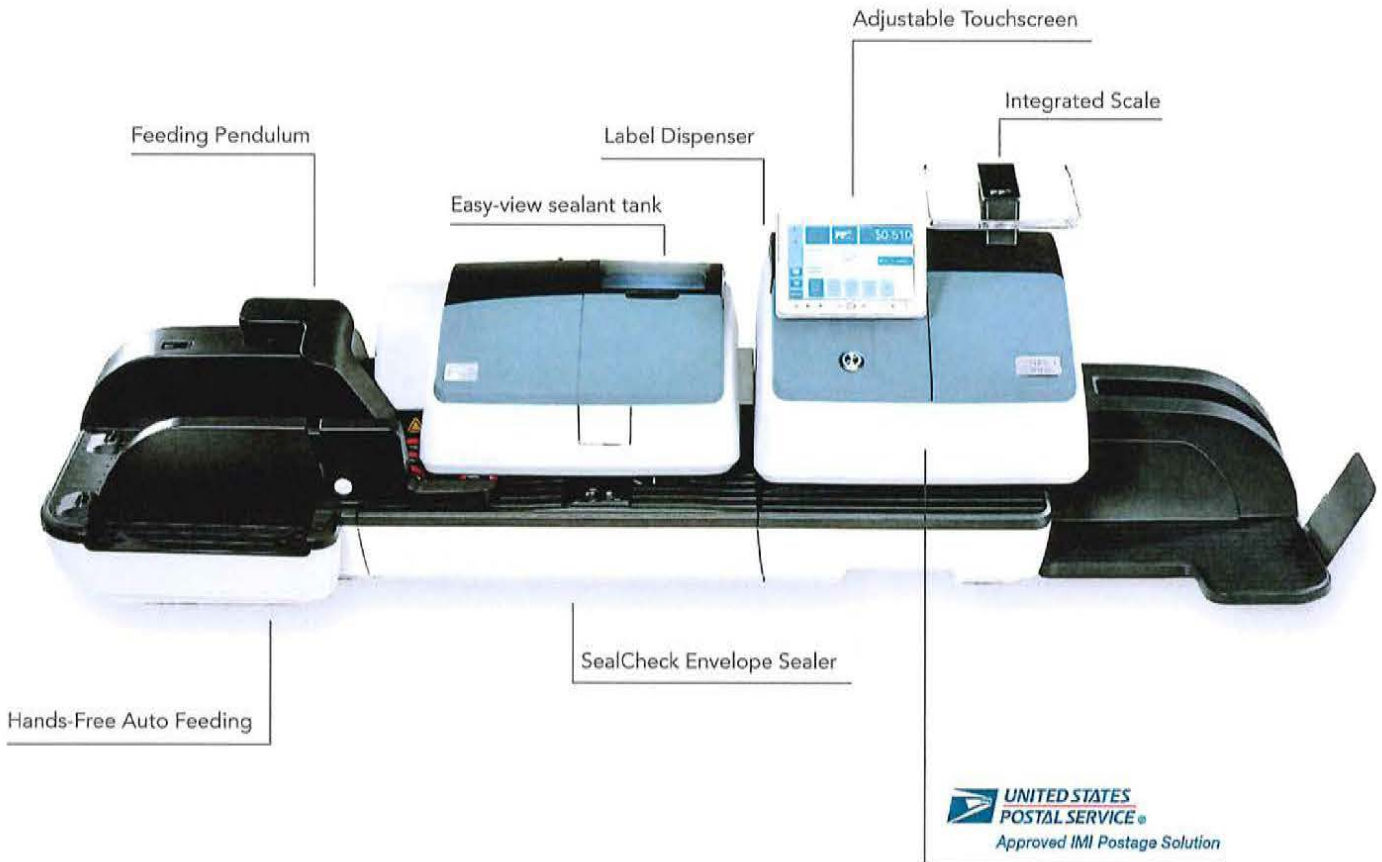
PostBase® vision Auto



PostBase® vision Auto

Stylish. Secure. Connected

The PostBase® vision Auto is equipped with hands-free auto feeding, SealCheck envelope security, and top-of-the-line technology such as cloud-based analytics, advanced online account management, and scalable digital solutions. Meticulously engineered with users in mind, the PostBase® vision Auto is intuitive to use with an icon-driven interface so that any operator can process mail with ease. In addition to a professional business image, the PostBase® vision Auto offers new marketing opportunities with an integrated text message and QR code generator to print alongside your postage. This mail machine embodies an award-winning design that integrates perfectly into any office environment, available in five designer colors to best suit your style.



MyFP Customer Portal

Advanced portal options offer full online control of your mailing system. Including meter operator and cost account management, orders and invoices, support and FP digital products and services.



USPS® IMI Approved

Equipped with the most up-to-date USPS® Intelligent Mail Indicia (IMI) technology. The PostBase® vision is designed to fully meet all USPS® standards and requirements.



SealCheck Sensor

Exclusive to FP's PostBase® line, SealCheck envelope sealers ensure security by validating that each envelope flap passes through the sealer.

FP Parcel Shipping

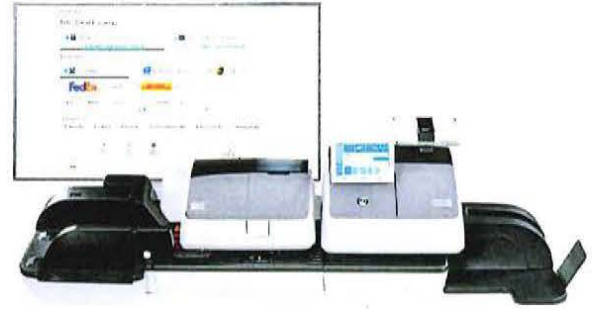
Ship. Track. Save.

Paired with the PostBase® vision, FP Parcel Shipping is the perfect companion to send packages. FP Parcel Shipping comes equipped with the USPS® shipping rates with the option to add multi-carrier shipping, giving you the power to select the best rate for the day you want your package to arrive.

Saving time and money while sending packages has never been simpler. This online shipping application allows you to easily compare rates and print shipping labels with the tracking barcodes for the carrier and service selected.

FP Parcel Shipping also offers:

- Discounted Commercial Plus® Pricing
- Free insurance on Priority Mail® and Priority Mail Express® (up to \$100 value)
- CASS address correction and validation
- Package tracking dashboard with email notifications
- Add-on multi-carrier rate shopping option



Label Printer
(optional)



External Scale
(optional)



Prints IMpb compliant tracking labels on letter size paper or 4" x 6" thermal shipping labels



Vision360

Postal Analytics and Reporting

Created with exclusive technology, the PostBase® vision offers advanced postal analytics and reporting through Vision360. Accessible through the MyFP Customer Portal, Vision360 provides companies a 360-degree view of postal usage to better monitor, manage, and control postal expenditures.

With the Vision360 analytics dashboard, you can get an operational overview of postal expenses, ink and postage on the machine, and postage downloads for better budgeting and planning. Getting the right report you need in the format required is easy. Report types are displayed on-screen as tiles or in a list view that can be sorted by favorites, alphabetical, report type or subscription level.

Reporting Metrics Available:

- Postage Download
- Postal Usage
- Cost Accounts
- Postal Class (Advanced & Professional)
- Meter Operators (Advanced & Professional)



The Essential subscription is included with your PostBase® vision mailing system and offers basic reports. Optionally, the Advanced subscription tier unlocks additional reports while the Professional subscription allows you to combine multiple metrics into a single report, in addition to unlocking additional reports.



PostBase[®] vision Auto

Features

- Automatic envelope feeding
- Feeding pendulum for thin letter stacks
- SealCheck envelope security with sealing status light
- Adjustable 5" touchscreen with motorized tilting
- Rates up to 10 lbs. with integrated scale
- Prints up to 50 letters per minute
- Up to 250 Cost Accounts
- Cost Account Printing (via Vision360)
- Up to 20 quick select rate shortcuts
- Rate Wizard for selecting USPS[®] Postal Products
- Full set of USPS[®] rates and Extra Services
- Automatic postal rate downloads
- Integrated Label dispenser
- PIN code access protection
- Envelope graphics - 6 std., 30 custom
- Integrated text message and QR code generator - 12 custom
- "Feed-Only" count mail pieces stamp
- Easy ink replacement
- Vision360 - Essential Subscription (3 Cost Accounts)
- FP Parcel Shipping online application - USPS[®]



FP is a proud partner of NBCF[®]

12223 Wood Lake Dr Burnsville
MN, 55337

Ph:952-333-4020

americanmailingmachines.com



Specifications

Dimensions	37"L x 16"D x 11.3-12.9"H
Expandable catch tray length	12.6"-17.5"
System weight	55.8 lbs.
Catch tray weight	2.2 lbs.
Maximum letter thickness	0.40"
Envelope sizes	4" x 6" to 10" x 14"
Ink cartridge capacity (up to)	12,000 imprints
Noise	<70 dB(A)

Certifications

- USPS[®] IMI Approved Postage Solution
- Energy Star 3.0

Connectivity

Built in Wi-Fi connectivity and LAN

Options

- External PC scale - 30 or 70 lbs.
- Differential Weighing Scale
- Vision360 - Advanced Subscription (20 Cost Accounts)
- Vision360 - Professional Subscription (250 Cost Accounts)
- FP Parcel Shipping - multi carrier option
- FP Parcel Shipping 10 or 70 lb. capacity USB scale
- 4" x 6" shipping label printer
- Choose from 5 designer colors - Satin Steel std. (examples below)



Learn more at: www.fp-usa.com/postbase-vision-auto

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City of Ham Lake

BUSINESS CASE

iX-5 Auto-Feed Mailing Machine

Prepared for: **City of Ham Lake**

Proposal date: **6/10/2024**

Valid until: **7/31/2024**

Submitted by: **Brian Dykhuizen**
Senior Account Executive
b.Dykhuizen@quadiant.com
(320) 282-2305



Executive Summary

The City of Clear Lake and Quadiant have been business partners for almost 20 years. I spoke with Angela about the current mailing process for the city to discover if there were any plans to change how they send out communications with the residents. We determined that the process that is being used now will stay constant for the future. I also explained the new USPS requirements of needing an IMI barcoded meter and their current machine will soon be non-compliant with the new rules. The lease on the current machine expires on 8/1/2024 and will need to be upgraded to the new iX-5 model that meets all the new USPS requirements.

Challenges

- The current machine will soon be non-compliant with the new USPS requirements of an IMI bar coded meter.
- Looking to upgrade the current machine with one that meets the new USPS barcode meter requirements.
- Upgrade the lease early to avoid any lapse in the lease coverage.

Recommendations

- Quadiant recommends the iX-5 Auto-feed mailing machine with a 5lb. Scale
- The iX-5 is the new model of your current machine so using it will be almost the same.
- Utilize the current NASPO state contract negotiated pricing to provide the max discount
- The iX-5 meets all new USPS requirements of the IMI barcoded meter
- Quadiant has excellent service history with 5 service techs in the area and a local sales staff

Impact

- Upgrading your current Quadiant mailing machine to the new and improved version means there will be a seamless transition to the new one.
- Staying with Quadiant also means the service technician will be able to transfer the postage funds from the current meter to the new machine.
- The service tech will also help package the old equipment to be shipped back at no charge.
- Upgrading to the new IMI barcoded meter early will eliminate any disruption in the mail process when the old equipment is deemed non-compliant.
- Quadiant service technicians have earned an industry leading 97.5% customer satisfaction rating meaning that if you need to call for service you can be confident the issue will be resolved quickly.



Financial Considerations

Product Summary

- iX-5 Auto-feed mailing machine/5lb. scale
- IMI Barcode meter is compliant with the new USPS requirements
- **State of MN negotiated contract pricing (NASPO)**
- **1st year of maintenance is free and calculated into the lease amount using the NASPO contract**
- Current lease #N19072097 matures on 8/1/2024 and is \$155/mo.

Investment Summary: iX-5 Mailing Machine

Valid Until: 07/31/2024

01	60-month lease	\$169.33 per month
02	Freight, delivery & installation	Included
03	Meter rental	Included
04	Equipment maintenance	Included
05	Software license & support	Included
Total Monthly Cost		\$169.33 per month

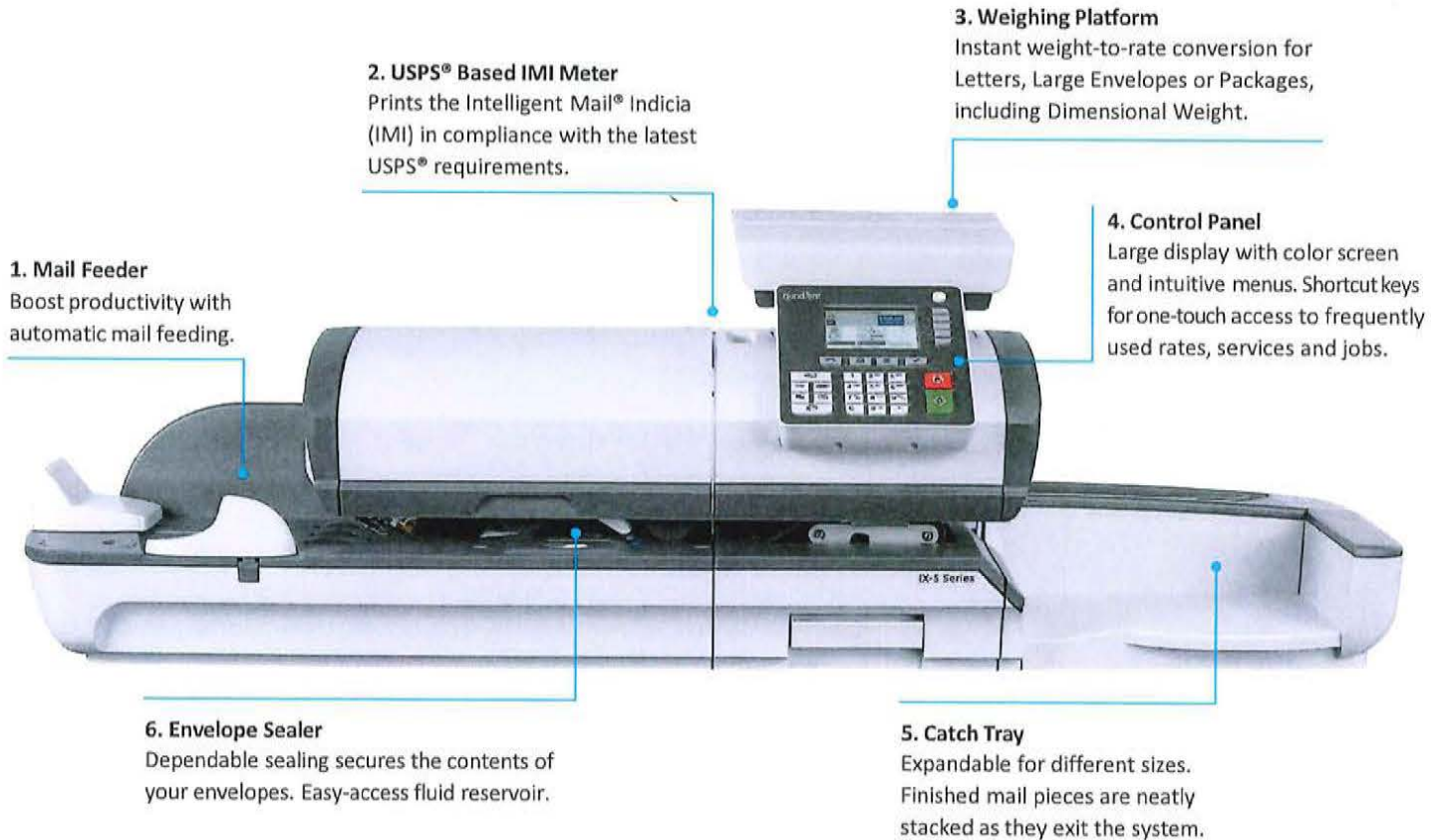
Installation Process

- The lease amount includes professional installation and expert training.
- The equipment is shipped to your location and then a service tech will contact you to schedule the install and training.
- Quadiant service technicians have earned a 97.5% customer satisfaction rating.



Product Overview

iX-5 SERIES



Key Specifications

iX-5 AF

Processing speed: Up to 110 lpm

Weighing platform capacity: 5, 10, 30 or 70 lb.

Envelope thickness: Up to 1/2"

Accounts/departments: 100 standard, up to 500 optional

Online expense reporting (Neostats Basic): Standard

Connectivity: LAN standard, Wireless LAN optional

Postage labels: Self-adhesive with automatic dispenser

Security: 4-digit operator PIN codes

Job presets (imprint memories): Up to 9

Envelope printing: Graphics (10), Text messages (10)

Ink supply: Quick-change cartridge, up to 15,850 imprints

Neoship online shipping software: Available

Maximize productivity and efficiency with proven customer support

With 95 years of experience and a robust nationwide network, Quadiant is the right business partner to keep your mail and parcel operations running smoothly.

Comprehensive support includes:

- **US-Based Customer Service**
Local support staff with the knowledge and resources to answer your questions and schedule on-site service.
- **Support Options**
Choose self-help, assisted help, or speak live with trained experts.
- **Large Installation Project Management**
Coordination, site preparation, equipment delivery, and training to ensure successful implementation of new technology.
- **Customer Satisfaction**
The highest customer satisfaction index in the industry, as indicated by the statistics below:

Overall Customer Satisfaction Index

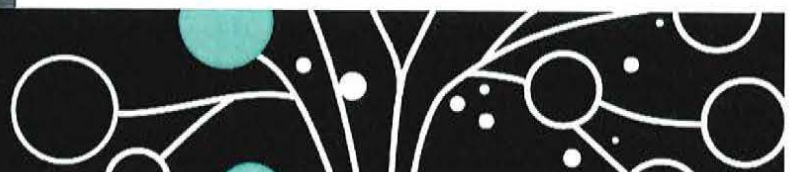
Customer Care, Dispatch, Service, Software Support & Project Mgmt.	95.5%
-----------------------------------------------------------------------	--------------

Customer Satisfaction Survey Results

Field service technicians	97.5%
Customer service department	91.0%
Project implementation team	97.3%

*"We don't call Quadiant service often,
but when we do they are here and
resolve our issue in no time flat!"*

For more information about Quadiant
solutions, visit mail.quadiant.com





With Quadi7ent's Why Wait Customer Loyalty Program, you can have your cake and eat it too! Why Wait to get today's technology at yesterday's rates?

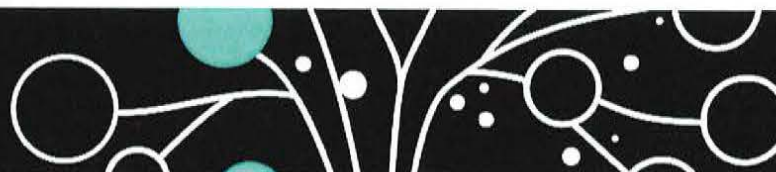
Here's how it works:

- Renew your lease and Quadi7ent will remove your old equipment and install a new, state-of-the-art system that perfectly matches your current business requirements.
- Enjoy the benefits of new equipment while making payments at your existing rate until your current lease terminates.
- Transition automatically to your new lease when your current lease terminates. No hidden costs or overlapping invoices; a seamless upgrade guaranteed.

Quadi7ent's Why Wait Program entitles you to upgrade your current Quadi7ent system up to six months prior to the end date of your existing lease, regardless of the original lease term or type of equipment. That means you can reap the benefits of the latest technology for up to 180 days with no change in your periodic lease payment.

So Why Wait?

The sooner you act, the longer you benefit!



Starting in 2024, postage meters that print the Information-Based Indicia (IBI) will be decertified and must be replaced by meters with Intelligent Mail Indicia (IMI) technology.



OUTGOING - IBI Example



NEW - IMI Example (iX Series Meter)

Benefits of the new IMI standards

Accurate postage



The most careful manual rate entry can still produce errors. With IMI, the postage is automatically calculated after you select the required Service Class. Using IMI saves money, and mail is never returned for insufficient postage.

Automatic updates



Per USPS requirements, IMI meters must connect to manufacturer servers every 72 hours. With better data, the USPS can manage mail flow more effectively. Plus, meter updates arrive exactly on time, including rate changes and other enhancements that keep you compliant.

Stronger security



Federal Information Processing (FIP) is the organization that creates standards for data encryption. IMI adheres to their standards to ensure that information transmits securely, whether it is going to or from the postage meter.

Greater connectivity



A constant internet connection via LAN or Wireless LAN enable faster system updates, quicker data uploads to your Myquadi^{ent} account, and instant postage refills.



Customer Quotes

Government – Quadi7ent customers tell an independent third party what they think about us:

QUADIENT CUSTOMER SURVEILLANCE REPORT

Angelia Stovall, an Operations Manager at City of Los Angeles, would be very likely to recommend Quadi7ent for this reason:

“The team has provided excellent service over the years.”

Source: Angelia Stovall, Operations Manager, City of Los Angeles

Validated | 100% | 10/10/2021 | 10/10/2021

quadi7ent | TechniSIS

QUADIENT CUSTOMER SURVEILLANCE REPORT

Tony Brito, a Compliance Officer at New Jersey Local Government – Contract, would be very likely to recommend Quadi7ent for this reason:

“The system is easy to operate and it’s more affordable than the competitor.”

Source: Tony Brito, Compliance Officer, New Jersey Local Government – Contract

Validated | 100% | 10/10/2021 | 10/10/2021

quadi7ent | TechniSIS

QUADIENT CUSTOMER SURVEILLANCE REPORT

Adolfo Castano, a Supervisor Reprographcis / IT at City of Beverly Hills, would be likely to recommend Quadi7ent for this reason:

“Because the Tech’s are great and friendly!”

Source: Adolfo Castano, Supervisor Reprographcis / IT, City of Beverly Hills

Validated | 100% | 10/10/2021 | 10/10/2021

quadi7ent | TechniSIS

QUADIENT CUSTOMER SURVEILLANCE REPORT

Carl Larkerbrink, a Business Professional at City of Warrensburg, would be very likely to recommend Quadi7ent for this reason:

“Reliable equipment”

Source: Carl Larkerbrink, Business Professional, City of Warrensburg

Validated | 100% | 10/10/2021 | 10/10/2021

quadi7ent | TechniSIS

QUADIENT CUSTOMER SURVEILLANCE REPORT

Gary Easton, a Procurement Director at Lapeer County Medical Care Facility, would be very likely to recommend Quadi7ent for this reason:

“I would be very likely to recommend Quadi7ent because of their professional customer service and ease of use of the product.”

Source: Gary Easton, Procurement Director, Lapeer County Medical Care Facility

Validated | 100% | 10/10/2021 | 10/10/2021

quadi7ent | TechniSIS

QUADIENT CUSTOMER SURVEILLANCE REPORT

“Automated absentee ballot insertion will revolutionize our operations”

— Andy Lokken, Director, Dakota County

Source: Andy Lokken, Director, Dakota County

Validated | 100% | 10/10/2021 | 10/10/2021

quadi7ent | TechniSIS



Quadrat at a Glance



\$1.06BN
REVENUE



~440K
CUSTOMERS
WORLDWIDE



~5,000
PASSIONATE
EMPLOYEES



LEADERS
A CENTURY OF
INNOVATION



96%
SATISFACTION
RATE

#1 GLOBAL
SUPPLIER OF
CUSTOMER
COMMUNICATIONS
SOLUTIONS

#2 GLOBAL
SUPPLIER
OF MAILING
EQUIPMENT AND
SOFTWARE

#2 GLOBAL
SUPPLIER OF
PARCEL LOCKER
SOLUTIONS

Driving Business Results That Matter



CUSTOMER & EMPLOYEE ENGAGEMENT

- ✓ Personalize the communications experience for each customer
- ✓ Remove workflow complexities that discourage employees



REVENUE GROWTH

- ✓ Speed up document delivery and increase on-time payments
- ✓ Turn more customer communications into marketing opportunities



RISK MITIGATION

- ✓ Eliminate mail assembly errors that compromise privacy or compliance
- ✓ Ensure inbound packages are delivered without loss or delay

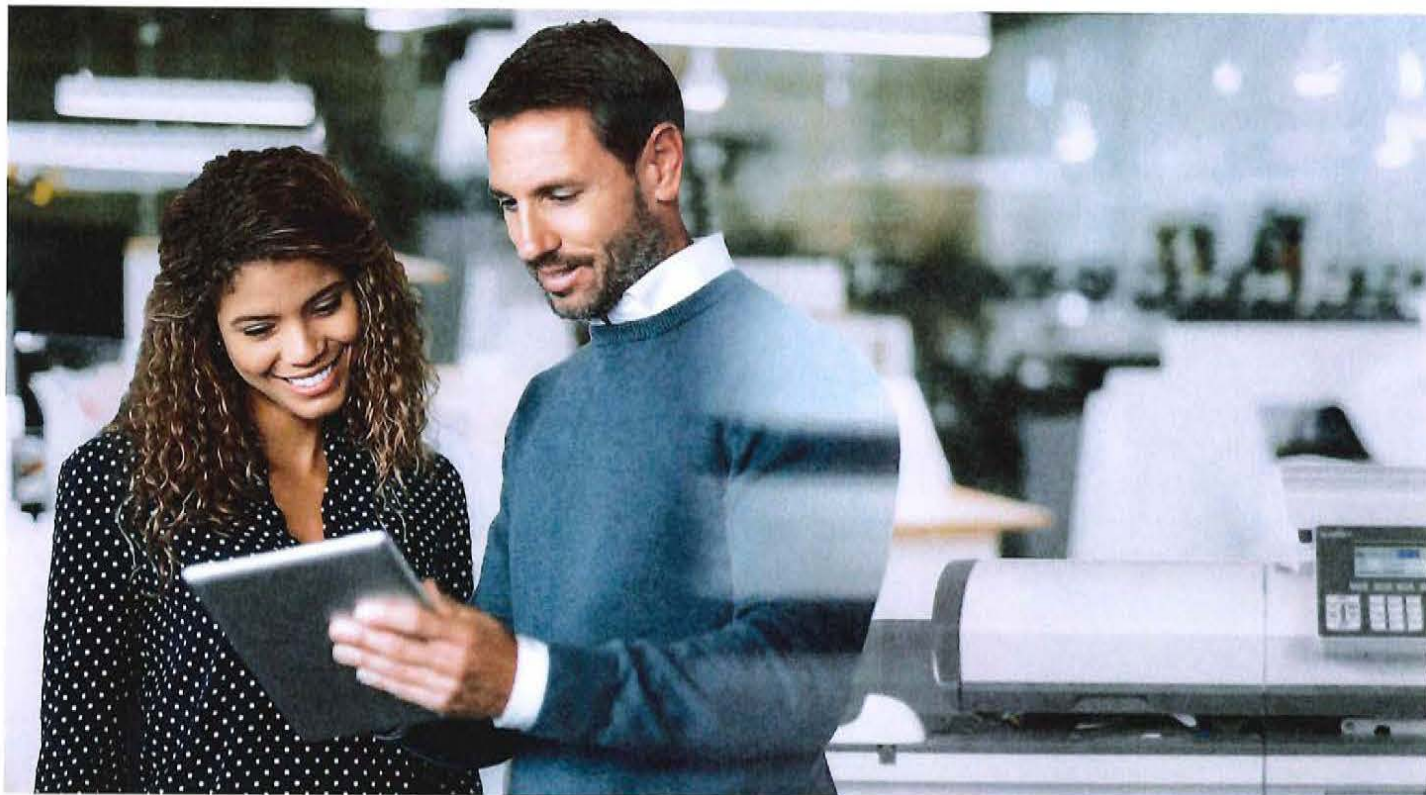


EXPENSE CONTROL

- ✓ Reduce operational costs by automating physical mail processing
- ✓ Choose the optimal carrier and service for every package you ship

BUSINESS ACCELERATED

Simple. Flexible. Reliable.



iX-5 Series

The iX-5 offers flexibility and efficiency while maintaining job integrity every step of the way. Ideal for mid-level mail volumes, the iX-5 is available in two models, a power-assisted hand feed (iX-5 HF) or with auto-feed technology (iX-5 AF).

The iX-5 boasts a modern design with a color screen and easy-to-use control panel. The system meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements. The contemporary design of the iX-5 Series depicts clean lines and bold edges while maintaining Quadient's commitment to build and ship products in the most ecological manner.



EXPERIENCE
A rich history of world-class leadership



PROVEN RESULTS
96% customer satisfaction rate

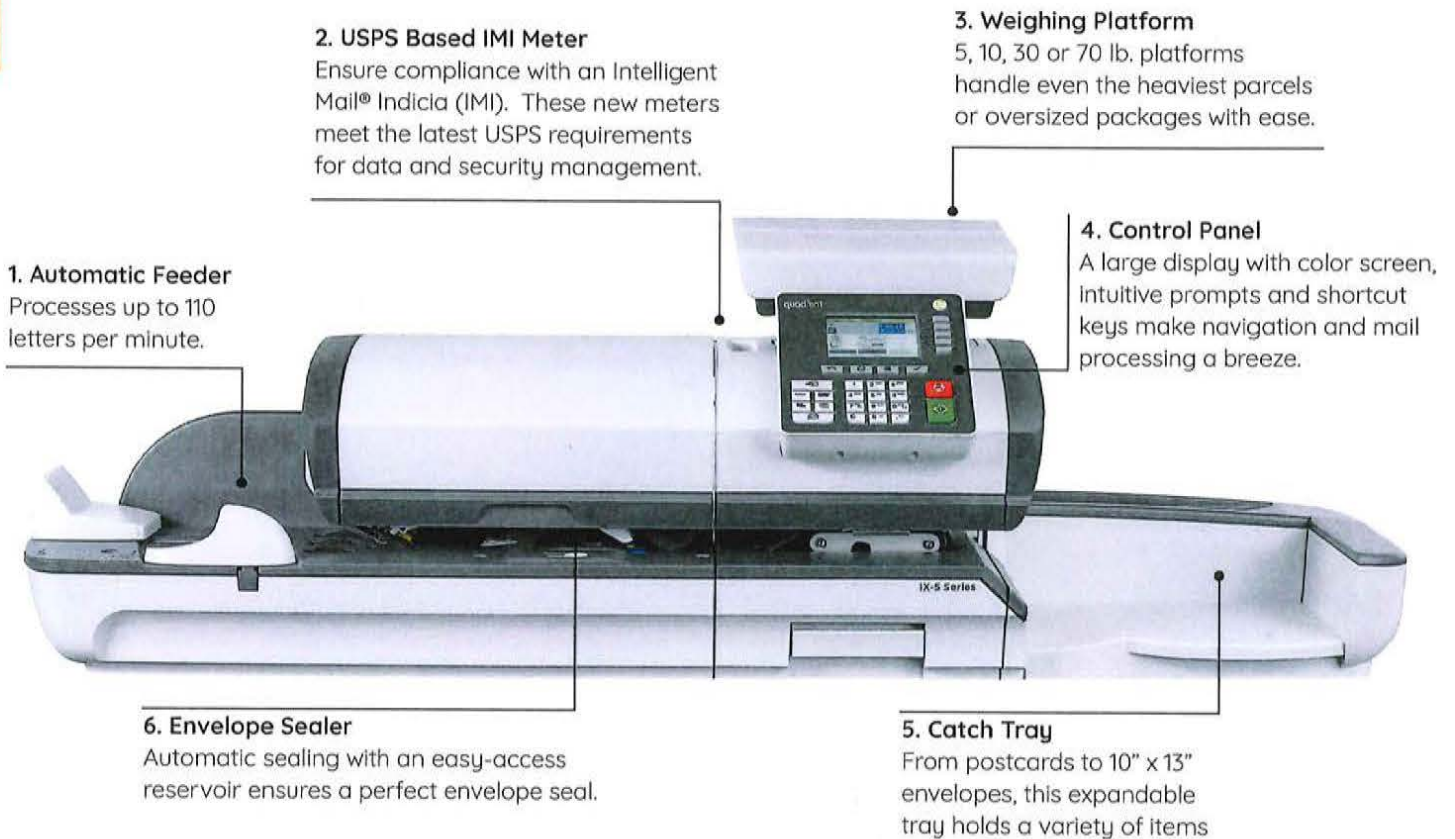


EXPERTISE
8 billion personalized experiences annually



BACKED BY THE EXPERTS
Gartner, Forrester, and Aspire

INNOVATION DRIVEN BY EXPERIENCE



OPTIMIZING EFFICIENCY

The iX-5 HF offers a power-assisted hand feeder/moistener combination and processes up to 75 lpm. All other components of the mailing system are shared with the iX-5 AF system.



MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED

Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.



- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
 - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis
- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis

This flexible solution supports predefined and user-defined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.



SPECIFICATIONS

USPS based IMI meter	Standard
Processing speed IX-5 HF	Up to 75 lpm
Processing speed IX-5 AF	Up to 110 lpm
Feeding capability IX-5 HF	Semi-automatic hand feed
Feeding capability IX-5 AF	Automatic feed
Color display	Standard
On-screen DIM calculations	Standard
Weighing platform	5 lb. Standard
Accounts/departments	100 Standard
Envelope minimum	3.5" X 5"
Envelope maximum	10" x 13"
Envelope thickness	Up to ½"
Envelope orientation	Landscape or portrait
Connectivity	LAN Standard
Job imprint memories	9
Neoslogan	Standard
Postage meter tapes	Yes, integrated automatic dispenser
4-digit PIN code	Standard
Neostats Basic postage expense reporting	Standard

OPTIONS

Differential weighing	Available
External weighing platform	Available 10, 30 or 70 lb.
Accounts/departments upgrade	300 or 500
E-Services with Electronic Return Receipt	Available
Neostats Enhanced postage expense reporting	Available
Neostats Consolidated postage expense reporting	Available
Neoship PLUS online shipping software (USPS only)	Available
Neoship ADVANCED multi-carrier online shipping software	Available
IPV6	Available

SYSTEM DIMENSIONS

IX-5 HF with envelope tray	33" x 15" x 12"
IX-5 AF with envelope tray	47" x 15" x 12"

Guided by Quadient's Sustainable Design and Responsible Manufacturing Policy, our products may contain reused components. For more information, visit www.quadient.com/about-us/sustainable-design-and-manufacturing.

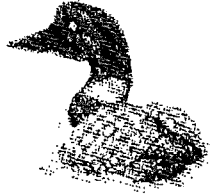


About Quadient®

Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on four key solution areas including Customer Experience Management, Business Process Automation, Mail-related Solutions, and Parcel Locker Solutions, Quadient helps simplify the connection between people and what matters. Quadient supports hundreds of thousands of customers worldwide in their quest to create relevant, personalized connections and achieve customer experience excellence. Quadient is listed in compartment B of Euronext Paris (QDT) and belongs to the SBF 120 index.

For more information about Quadient, visit www.quadient.com

Meeting Date: June 17, 2024



CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Dawnette Shimek, Deputy City Clerk

Subject: Outdoor Street Light Proposal for Swedish Chapel Estates

Introduction/Discussion: Attached is the Energy and Maintenance Agreement with Connexus Energy for street lights in Swedish Chapel Estates. The system includes 13 fixtures for the development in accordance with requirements for street lighting in new subdivisions.

Recommendation: I recommend approval of the Outdoor Lighting Energy and Maintenance Agreement for Swedish Chapel Estates.

Outdoor Lighting

your most powerful membership[®]

Energy and Maintenance Agreement

CITY OF HAM LAKE
15544 CENTRAL AVENUE NE
HAM LAKE MN 55304

Account #411023-240512



Location: SWEDISH CHAPEL ESTATES (Service order: SORD000W2400809)

Connexus Energy shall provide the energy and maintenance for the outdoor lighting system as detailed below:

- (13) LED Outdoor Traditionaire Light fixture installed on a Smooth Fiberglass pole

The current energy and maintenance rate for these fixtures is \$7.00 per month, per fixture. This rate adheres to Connexus Energy's published rate schedule and is subject to change.

Maintenance of the fixtures, including lamp replacement, will be provided by Connexus Energy for a period of 25 years (According to Connexus Energy's Outdoor Lighting Guidelines). If, in Connexus Energy's opinion, after 25 years, the condition of the outdoor lighting system is such that replacement or significant renovation is necessary (due to deterioration from age), the customer will be responsible for the replacement cost.

Please indicate your acceptance of this monthly Energy and Maintenance Agreement by signing on the line below and return in the envelope provided.

Sincerely,

Candi Swenson
Engineering Services Specialist

June 4, 2024

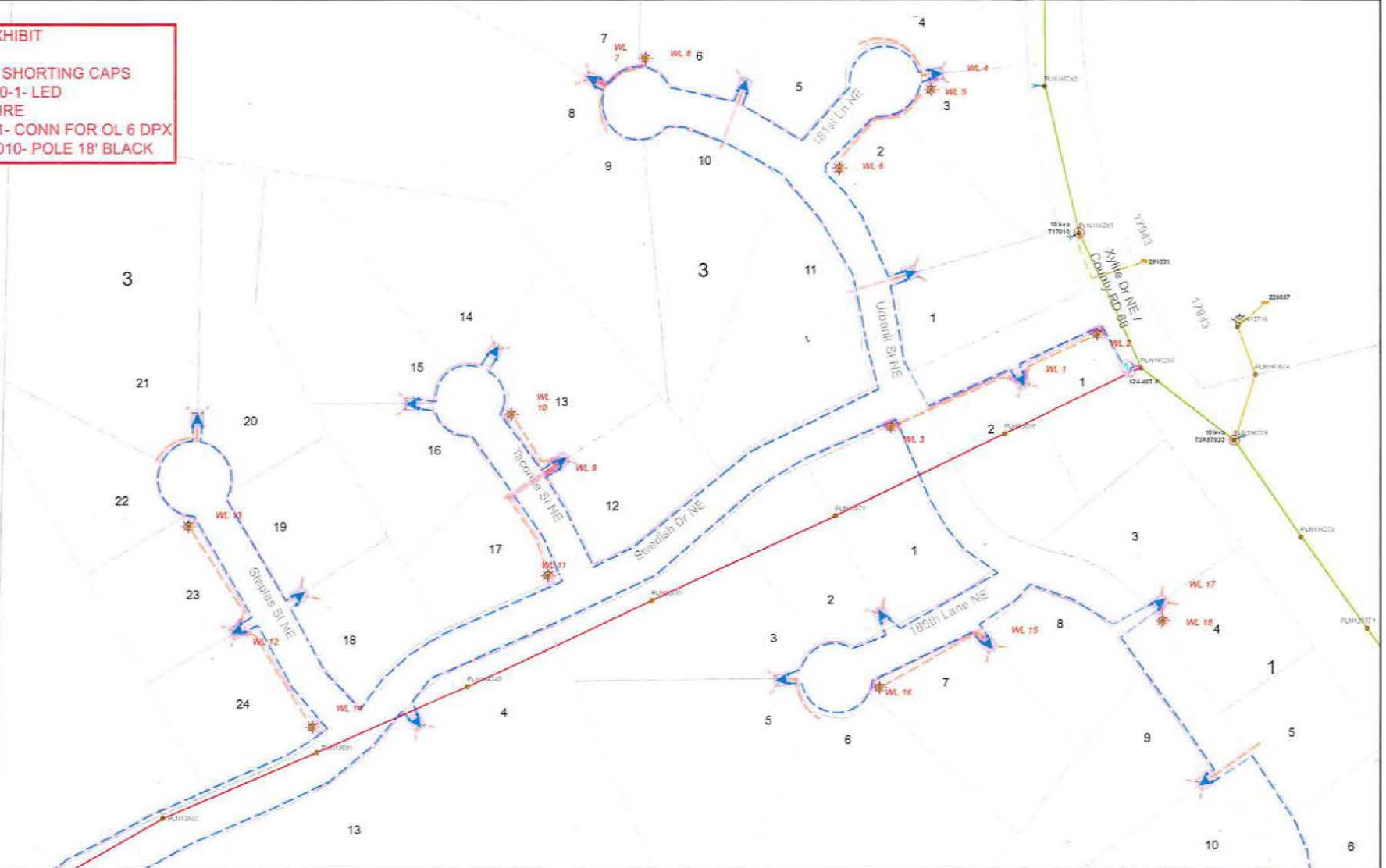
(Accepted By)

(Date)

(Print Name)

(Title)

LIGHTING EXHIBIT
IN:
 (13) I.10191 - SHORTING CAPS
 (13) UM26.120-1- LED TRADITIONAIRE
 (13) UM26.1-1- CONN FOR OL 6 DPX
 (13)- UM26.1010- POLE 18' BLACK



CONNEXUS ENERGY
 14601 Ramsey Blvd.
 Ramsey, MN 55303

THIS PRINT REPRESENTS THE LOCATION OF ELECTRICAL FACILITIES AS OF THE PRINTED DATE TO THE BEST OF OUR KNOWLEDGE. THIS INFORMATION IS INTENDED FOR GENERAL USE ONLY AND IS NOT TO BE USED FOR EXCAVATION PURPOSES. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATION OF ALL UTILITIES. CALL GOPHER STATE ONE CALL FOR A FIELD LOCATION AT 1-800-252-1186.

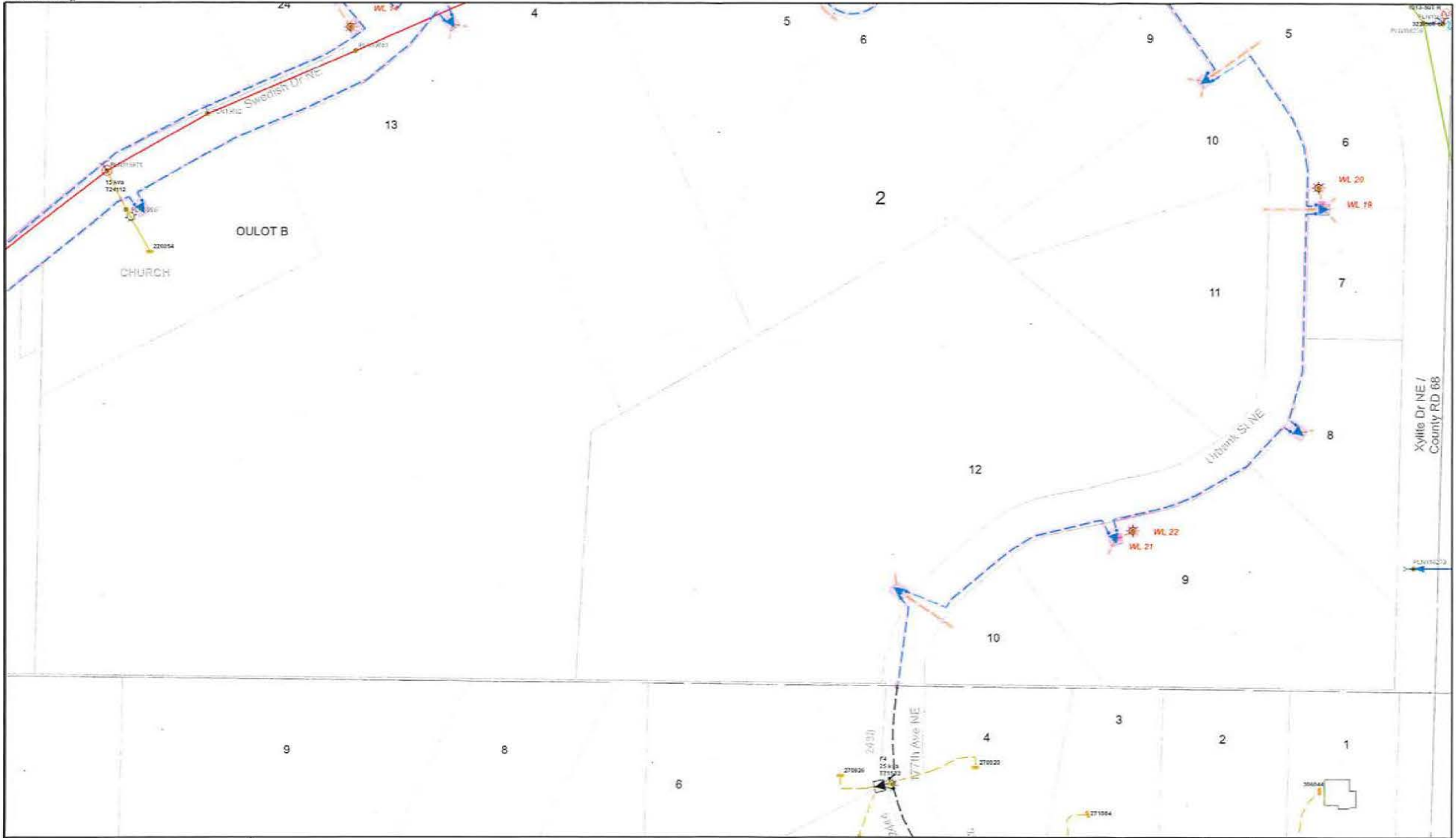
SWEDISH CHAPEL ESTATES LIGHTING
 Addr: SWEDISH CHAPEL ESTATES
 City: HAM LAKE
 T/R/S: T32 R23 S04
 Crew Sign Off: _____

Date: _____



WO#: W2400809
 Date: 6/3/2024
 Designer: JENNIE WEISS
 763-286-1322

1:1,800



14501 Ramsey Blvd.
Ramsey, MN 55303

SWEDISH CHAPEL ESTATES LIGHTING

Addr: SWEDISH CHAPEL ESTATES

City: HAM LAKE

T/R/S: T32 R23 S04

Crew Sign Off: _____

Date: _____



WO#: W2400809
Date: 6/3/2024
Designer: JENNIE WEISS
763-286-1322

1:1,800

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Outdoor Lighting New Construction

Bill To: MN DEVELOPMENTS LLC
 17404 Ward Lake Drive NW

 ANDOVER MN 55304

Quote Number	LGT0001107
Date	6/4/2024
Customer ID	882538
Service Order	SORD000W2400809
Representative	jennweis
Page	1

Re: Outdoor Lighting System at: SWEDISH CHAPEL ESTATES

Thank you for your Outdoor Lighting request. Listed below are the estimated charges that includes the cost of all materials and labor. Payment is required upfront before construction will be scheduled. Installation of your outdoor lighting system is subject to the enclosed Conditions of Service. Please review the documents and include a signed copy along with your payment. Winter construction fees may apply between November 1st and April 1st. To avoid fees, requirements must be met prior to November 1st. Payment must be made by check or money order. ****Do not combine payment for this invoice with electric service payments or application may be delayed.****



Quantity	U of M	Unit Price	Description	Ext. Price
13	EA	\$1,847.00	COMPLETE LIGHT FIXTURE(S)	\$24,011.00
1,635	EA	\$3.20	LIGHTING CONDUCTOR	\$5,232.00

Subtotal:	\$29,243.00
Tax:	\$0.00
Total:	\$29,243.00

----- Detach Along Line -----

Please Remit with Payment!

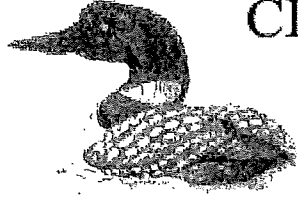
Customer Number: 882538
Amount Due: \$29,243.00

Quote: LGT0001107
Service Order: SORD000W2400809
Due Date: Upon Receipt

MN DEVELOPMENTS LLC
 17404 Ward Lake Drive NW

 ANDOVER MN 55304

Remit To: Connexu Energy
 Attn: AR Accounting
 14601 Ramsey Blvd
 Ramsey, MN 55303



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, JUNE 10, 2024

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES: May 13, 2024

PUBLIC HEARING:

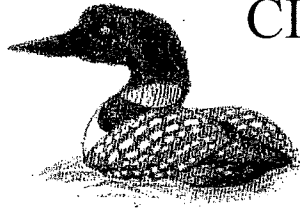
6:01 p.m. Jeff Stalberger, MN Developments LLC, requesting Preliminary Plat approval and rezoning from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) of the plat Swedish Chapel Estates located at 2506 Swedish Drive NE (47 Single Family Residential lots and 3 outlots) in Section 4.

NEW BUSINESS:

1. None

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, JUNE 10, 2024

The Ham Lake Planning Commission met for its regular meeting on Monday, June 10, 2024 in the Council Chambers at Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

MEMBERS PRESENT: Commissioners Brian Pogalz, Kyle Lejonvarn, Jeff Entsminger, David Ross, Jonathan Fisher and Erin Dixon

MEMBERS ABSENT: Commissioner Dave Ringler

OTHERS PRESENT: City Engineer Dave Krugler 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 Lejonvarn, seconded by Ross, to approve the minutes of the May 13, 2024 Planning Commission meeting as written. All present in favor, motion carried.

PUBLIC HEARING:

Jeff Stalberger, MN Developments LLC, requesting Preliminary Plat approval and rezoning from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) of the plat Swedish Chapel Estates located at 2506 Swedish Drive NE (47 Single Family Residential lots and 3 outlots) in Section 4

Mr. Jeff Stalberger was present. Mr. Stalberger stated the layout of the plat is essentially the same as it was when the sketch plan was approved. Mr. Stalberger stated he has had several conversations with the Anoka County Highway Department (ACHD) about the Xylite Street NE and Swedish Drive NE intersection and access to the development from that intersection. Mr. Stalberger stated the ACHD's proposal was focused on safety but wasn't practical as it did not allow access to the development from both lanes of traffic on Xylite Street NE. Mr. Stalberger stated the ACHD has now agreed to allow access to the development, via turning lanes, from both the northbound and southbound lanes of Xylite Street NE. Mr. Stalberger stated two additional outlots were added to the plans; Outlot B, which will be donated to the Swedish Evangelical Lutheran Church (2200 Swedish Drive NE), borders the northeast portion of the church property and Outlot C consists of an eight-foot wide strip of land to the west of PID# 04-32-23-13-0003 that will

be given to the property owner of 2217 Swedish Drive NE. Commissioner Ross asked Mr. Stalberger who will pay for the roadwork that will be done. Mr. Stalberger stated he will pay for the road but the cost of construction will be reflected in the cost of the lots so ultimately the consumer will be paying for the roadwork. Chair Pogalz asked Engineer Krugler to comment on the plat. Engineer Krugler stated the plan shows Swedish Drive NE will be realigned to maximize the buildable area. Engineer Krugler stated the developer will need to provide a legal description of right-of-way that will need to be vacated due to the street realignment. Engineer Krugler stated Mr. Stalberger mentioned the outlots; the City does not want lots created that are not buildable. Engineer Krugler stated Outlot A has a great deal of wetland and unless the developer can prove that it is buildable, the outlot will need to be combined with an adjacent parcel. Engineer Krugler stated some delineations for the water table are still in process. Engineer Krugler stated the developer continues to work with the ACHD and is shifting construction of the turn lanes to the west so wetlands, or property of other landowners to the east, are not impacted. Engineer Krugler stated both the City of Ham Lake and the City of East Bethel show a future County bike path along Xylite Street NE so the developer will need to provide a 20-foot trail easement along the west side of Xylite Street NE. Engineer Krugler stated some proposed lots are within the flood zone, FEMA Letters of Map Amendments will be required on those lots before construction can begin. Engineer Krugler stated Swedish Drive NE is currently a hydrologic boundary between the Upper Rum River Watershed Organization (URRWMO) and the Coon Creek Watershed District (CCWD). Engineer Krugler stated the CCWD currently has jurisdiction over the entire development but the portion north of Swedish Drive NE will comply with the URRWMO Watershed Management Plan; CCWD has tentatively approved the plans. Engineer Krugler stated reports have been received from the MN DNR on endangered plants, however the survey is incomplete. Engineer Krugler stated there is an eagle's nest in a dead tree within the proposed development but it appears to be inactive. Engineer Krugler stated the setback for an inactive nest is 75-feet and is shown on the plans. *(Engineer Krugler had further discussion about the eagle's nest with the US Fish and Wildlife Service, after the Planning Commission meeting, and it was determined the setback or buffer zone is to be 100 feet.)* Commissioner Fisher asked if the eagle's nest is the nest mentioned in the email message sent by a resident. Engineer Krugler stated it is. Commissioner Dixson completed the inspection; a copy which is on file. Commissioner Dixson stated she did see the eagle's nest on the property but did not observe any activity in the nest. Commissioner Dixson stated road improvements that will be done with the development will be good for residents.

Chair Pogalz opened the public hearing at 6:17 p.m.

Lowell Friday, 18215 Greenbrook Drive, Wyoming, MN 55092. Mr. Friday has property to the east of the plat. Mr. Friday commented on tree removal that was being done along County Highway 68 and 182nd Avenue NE and County Road 22. Mr. Friday stated he would like to keep some blue spruce and a large maple tree on his property. Chair Pogalz informed Mr. Friday that tree removal in the right-of-way will need to be discussed with the ACHD or the Public Works Departments of East Bethel or Ham Lake. Mr. Lowell stated he wanted to create awareness of the need to clear some of the trees in the right-of-way for safety.

Robert Quinn, 17943 Xylite Street NE. Mr. Quinn asked if the ACHD turned the developer down on having a left turn lane. Chair Pogalz stated the ACHD initially wanted to only have a right turn in and right turn out, at the Swedish Drive NE and Xylite Street NE intersection, but have agreed to allow both left and right turns into and out of the development. Mr. Quinn stated he heard there was going to be a center lane. Engineer Krugler stated there will be a through lane and a left turn lane northbound and a through lane and right turn lane southbound on Xylite Street NE. Mr. Quinn asked if the road would interfere with any land of neighboring landowners. Engineer Krugler stated the road construction will encroach into the development to the west and not require any additional land from the parcels to the east.

Colin Jorgenson, 2217 Swedish Drive NE. Mr. Jorgenson stated he is curious about the comment made about the easement and his driveway and asked if Swedish Drive NE will be a dirt road or a paved road. Chair Pogalz clarified that Mr. Jorgenson's property is west of the proposed development, north of Swedish Drive NE. Engineer Krugler stated there is an eight-foot strip of land north of Swedish Drive NE between both parcels owned by Mr. Jorgenson that will be transferred to him as the property is not a buildable lot. Engineer Krugler stated upgrading Swedish Drive NE would require a petition signed by at least thirty-five percent of the property owners abutting Swedish Drive NE, who would be assessed for the improvement of the road, or, a developer would need to develop additional land along other portions of Swedish Drive NE in order for it to be improved. Engineer Krugler stated there are no current plans to upgrade Swedish Drive NE. Mr. Jorgenson asked when work would begin on Mr. Stalberger's development. Mr. Stalberger stated it will start on approximately July 4th. Mr. Stalberger also stated when Mr. Jorgenson's parcel was created years ago, there was an error in the survey description that was discovered with the title paperwork that caused the eight-foot strip of land (Outlot C) to remain under Dosedel ownership. Mr. Stalberger stated Mr. Jorgenson's driveway crosses that land. Mr. Stalberger stated Mr. Jorgenson will need to contact him in the fall to work through the process of transferring the property.

Mike Schwalbe, 2258 176th Avenue NE. Mr. Schwalbe asked if the intersection of Crosstown Boulevard NE and Xylite Street NE will be upgraded as traffic volume increases with the new development. Mr. Schwalbe stated there was a terrible accident at the intersection last year with many other close calls. Chair Pogalz stated the ACHD would determine if the intersection would need to be upgraded. Engineer Krugler stated the next step may be to add a traffic light to the intersection but there has not been any discussion on that. Engineer Krugler suggested Mr. Schwalbe contact ACHD to learn what future plans the County may have for the intersection.

Ken Peterson, 17833 Xylite Street NE. Mr. Peterson stated an eagle built the nest approximately six or seven years ago. Mr. Peterson stated eagles may not like dead trees and the tree will come down one way or another. Mr. Peterson stated if there are special provisions for protection of the eagles, some research should be done. Engineer Krugler stated the US Fish and Wildlife Agency may consider the nest abandoned and, if it is abandoned, there are different buffer distances and rules. Mr. Stalberger asked how

long ago the tree died. Mr. Peterson stated he believes it was approximately two years ago.

Chair Pogalz read a message submitted by Jodie Pett, 17958 Coral Sea Street NE, who was not able to attend the meeting. Ms. Pett asked if an environmental study had been done. Chair Pogalz stated the MN DNR has been surveying the property. Ms. Pett also asked what the plan is so to not disturb the nest area and asked if a permit was needed to disturb the nest. Chair Pogalz stated the plans do include a 100-foot buffer around the nest as required.

Chair Pogalz closed the public hearing at 6:41 p.m.

Motion by Dixson, seconded by Fisher, to recommend Preliminary Plat approval and rezoning from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) of the plat Swedish Chapel Estates located at 2506 Swedish Drive NE (47 Single Family Residential lots and 3 outlots) in Section 4 subject to meeting the requirements of the City Engineer which are obtaining signed certifications of valid septic fields for the proposed 47 lots, supplying the final Geotechnical Report, obtaining Anoka County Highway Department approval, providing a 20-foot bike path easement along the west side of Xylite Street NE (Part of the parkland dedication requirement), obtaining approval from the MN DNR, meeting the requirements of the Coon Creek Watershed District and meeting all City, County and State requirements. All present in favor, motion carried. *This application will be placed on the City Council's Monday, June 17, 2024 agenda.*

NEW BUSINESS: None

COMMISSION BUSINESS:

City Council Update

Chair Pogalz stated the City Council concurred with the Planning Commission's recommendations to approve the sketch plans presented by Lincoln Street Commercial and Elevate Hope House. A planning commissioner will not be present at the June 17, 2024 City Council meeting.

ADJOURNMENT:

Motion by Fisher, seconded by Dixson, to adjourn the Planning Commission meeting at 6:44 p.m. All present in favor, motion carried.

Jennifer Bohr
Building and Zoning Clerk

ORDINANCE NO. 24-XX

AN ORDINANCE AMENDING A PORTION OF CHAPTER 9 OF THE CITY OF HAM LAKE, COUNTY OF ANOKA, STATE OF MINNESOTA.

The City Council of the City of Ham Lake does hereby ordain as follows, pursuant to Article 9 of the Ham Lake City Code.

That the zoning classification for the following described property situated in the City of Ham Lake, Anoka County, Minnesota is hereby designated from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) (Swedish Chapel Estates) in Section 4.

The Northeast Quarter of Section 4, Township 32, Range 23, except the following described tracts of land:

The West 15 acres of the said Northeast Quarter of Section 4, Township 32, Range 23, heretofore sold and deeded to the Swedish Lutheran Society.

AND a plot of ground, commencing at a point 23.49 chains South and 5.15 chains East (Variation 8 degrees 51 minutes in 1887) of Quarter corner on North side of Section 4, Township 32, Range 23; thence South 29 degrees East (Variation 8 degrees 51 minutes in 1887) 9 1/2 rods, to a tamarac stake; thence North 64 degrees East, 14 1/2 rods; thence North 29 degrees West, 10 1/2 rods; thence South 60 1/2 degrees West, 14 1/2 rods to point of commencement, containing 1 acres, more or less, being a part of the Southwest Quarter of Northeast Quarter of Section 4, Township 32, Range 23.

AND commencing at the Northeast corner of Section 4, Township 32, Range 23 and running thence West on and along town line between Towns of Bethel and Ham Lake a distance of 37 1/2 rods to East boundary line of Bethel and Minneapolis Road so called; thence in a Southerly direction on and along East road limit of said Bethel and Minneapolis Road as now located a distance of about 43 rods; thence in an Easterly direction a distance of about 24 1/2 rods to intersect the Section line running North and South between Sections 3 and 4 in said Township 32 and Range 23 at a point on said Section line a distance South from said Northeast corner of said Section 4, 34 rods; thence North on and along said Section line to place of commencement being a part of the Northeast Quarter of Northeast Quarter of Section 4, Township 32, Range 23, containing about 7 acres.

AND that part of the Northeast Quarter of Section 4, Township 32, Range 23, described as follows: Commencing at a point 289 feet East and 732 feet North of the Southwest corner of said Northeast Quarter; thence Northeasterly along the center of the road 424 feet; thence Northwesterly 701 feet to the point, which is 289 feet East of the West line of the said Northeast Quarter; thence South to the point of beginning.

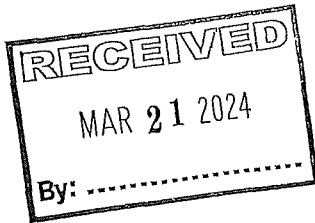
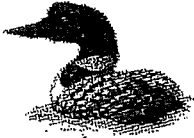
AND commencing at a point 1550.34 feet (23.49 chains) South and 339.9 feet (5.15 chains) East of the Quarter corner on the North side of Section 4; thence South 29 degrees East for 156.75 feet; thence South 64 degrees West for 187.4 feet; thence North, parallel with and 247.5

feet East of the Quarter Section line for 142.15 feet to the Southerly line of a public road; thence North 50 degrees 10 minutes East along said Southerly road line to the point of beginning, also all right of title in said adjacent public road to the center line thereof, Anoka County, Minnesota.

Presented to the Ham Lake City Council on June 17, 2024 and adopted by a unanimous vote this ____ day of ____, 2024.

Brian Kirkham, Mayor

Denise Webster, City Clerk



PLANNING REQUEST

CITY OF HAM LAKE

15544 Central Avenue NE

Ham Lake, MN 55304

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

Date of Application 3/21/2024

Date of Receipt 3-21-2024

Receipt # _____

Meeting Appearance Dates:

Planning Commission 6-10-24

City Council 6-17-24

Please check request(s):

- Metes & Bounds Conveyance
- Sketch Plan
- Preliminary Plat Approval*
- Final Plat Approval
- Rezoning*
- Multiple Dog License*

- Commercial Building Site
- Certificate of Occupancy
- Home Occupation Permit
- Conditional Use Permit (New)*
- Conditional Use Permit (Renewal)
- 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: Mn. Development LLC

Address/Location of property: Xylite & Swedish Dr.

Legal Description of property: Metes & Bounds

PIN # 04-32-23-14-0001 Current Zoning RA Proposed Zoning R1

Notes: 47 single family lots / 3 out lots

Applicant's Name: JEFF STALBURGER

Business Name: Mn Development LLC

Address 17404 WARD LK. DR. NW

City Andover State MN Zip Code 55304

Phone 612-799-1471 Cell Phone _____ Fax _____

Email address STALLY68@MSN.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.

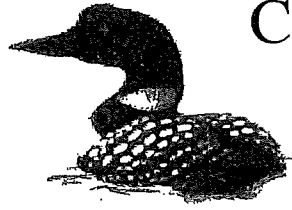
SIGNATURE Jeff Stalburger DATE 3-21-2024

- FOR STAFF USE ONLY -

ACTION BY: Planning Commission 6-10-24

City Council _____

PROPERTY TAXES CURRENT YES NO



CITY OF HAM LAKE

15544 Central Avenue NE
Ham Lake, Minnesota 55304
(763) 434-9555
info@ci.ham-lake.mn.us

NOTICE OF PUBLIC HEARING CITY OF HAM LAKE COUNTY OF ANOKA STATE OF MINNESOTA

TAKE NOTICE, that pursuant to the requirements of Minnesota Law, a public hearing shall be held before the Ham Lake Planning Commission on Monday, June 10, 2024 at 6:01 p.m. at the City Hall located at 15544 Central Avenue NE for the purpose of considering the application of Jeff Stalberger, MN Developments LLC, requesting preliminary plat approval and rezoning of land from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) for the development of Swedish Chapel Estates (47 single family residential lots and 3 out lots) located in Section 4, parcels of certain land situated in the City of Ham Lake, Anoka County, Minnesota and which are described as follows to wit:

The Northeast Quarter of Section 4, Township 32, Range 23, except the following described tracts of land:

The West 15 acres of the said Northeast Quarter of Section 4, Township 32, Range 23, heretofore sold and deeded to the Swedish Lutheran Society.

AND a plot of ground, commencing at a point 23.49 chains South and 5.15 chains East (Variation 8 degrees 51 minutes in 1887) of Quarter corner on North side of Section 4, Township 32, Range 23; thence South 29 degrees East (Variation 8 degrees 51 minutes in 1887) 9 1/2 rods, to a tamarac stake; thence North 64 degrees East, 14 1/2 rods; thence North 29 degrees West, 10 1/2 rods; thence South 60 1/2 degrees West, 14 1/2 rods to point of commencement, containing 1 acres, more or less, being a part of the Southwest Quarter of Northeast Quarter of Section 4, Township 32, Range 23.

AND commencing at the Northeast corner of Section 4, Township 32, Range 23 and running thence West on and along town line between Towns of Bethel and Ham Lake a distance of 37 1/2 rods to East boundary line of Bethel and Minneapolis Road so called; thence in a Southerly direction on and along East road limit of said Bethel and Minneapolis Road as now located a distance of about 43 rods; thence in an Easterly direction a distance of about 24 1/2 rods to intersect the Section line running North and South between Sections 3 and 4 in said Township 32 and Range 23 at a point on said Section line a distance South from said Northeast corner of said Section 4, 34 rods; thence North on and along said Section line to place of commencement being a part of the Northeast Quarter of Northeast Quarter of Section 4, Township 32, Range 23, containing about 7 acres.

AND that part of the Northeast Quarter of Section 4, Township 32, Range 23, described as follows: Commencing at a point 289 feet East and 732 feet North of the Southwest corner of said Northeast Quarter; thence Northeasterly along the center of the road 424 feet; thence Northwesterly 701 feet to the point, which is 289 feet East of the West line of the said Northeast Quarter; thence South to the point of beginning.

AND commencing at a point 1550.34 feet (23.49 chains) South and 339.9 feet (5.15 chains) East of the Quarter corner on the North side of Section 4; thence South 29 degrees East for 156.75 feet; thence South 64 degrees West for 187.4 feet; thence North, parallel with and 247.5 feet East of the Quarter Section line for 142.15 feet to the Southerly line of a public road; thence North 50 degrees 10 minutes East along said Southerly road line to the point of beginning, also all right of title in said adjacent public road to the center line thereof, Anoka County, Minnesota.

At such hearing both written and oral comments will be heard.

DATED: May 31, 2024

Jennifer Bohr
Building & Zoning Clerk
City of Ham Lake

Jennifer Bohr

From: Jodie Pett <jodiepett1@gmail.com>
Sent: Sunday, June 9, 2024 7:49 PM
To: Jennifer Bohr
Subject: Written Comment for June 10, 2024 - Swedish Chapel Estates
Attachments: EagleNest_IMG_9951.jpg; EagleWetlandAcrossStreet_IMG_9852.jpg

You don't often get email from jodiepett1@gmail.com. [Learn why this is important](#)

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

Hi Jennifer,

I am providing a written comment (actually question) for the public hearing on June 10, 2024 regarding the Swedish Chapel Estates.

I am wondering if an environmental study has been done? I believe there is at least 1 bald eagle nest on that property. (See attached photo of the nest, as well as a Bald Eagle that was in the wetland just across the street from it ~2 weeks ago.)

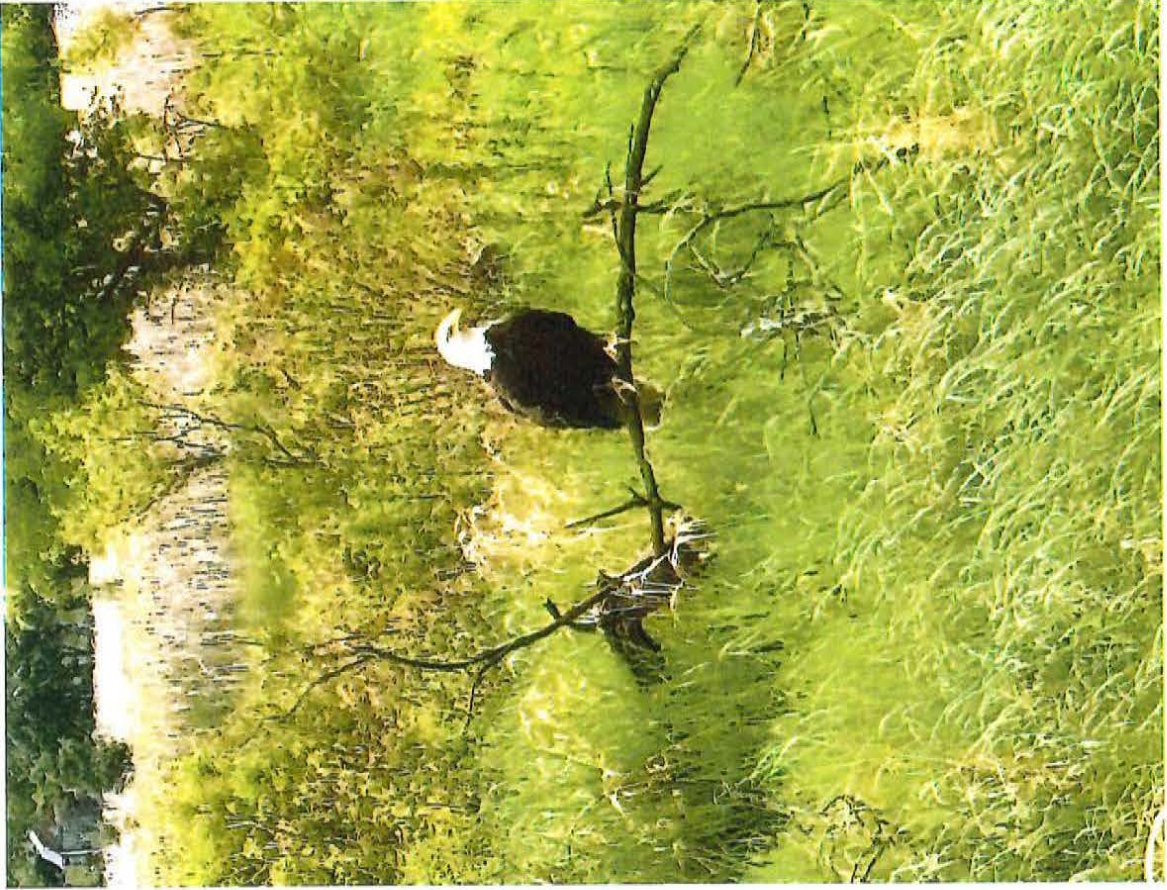
If an environmental study has been done, I am also wondering what the plan is to ensure it is not "disturbed" or if a permit has been obtained to disturb it?

<https://www.fws.gov/law/bald-and-golden-eagle-protection-act#:~:text=The%20Bald%20and%20Golden%20Eagle,%2C%20nests%2C%20or%20eggs.>

Please let me know.

Thank you,


Jodie Pett
17958 Coral Sea St NE, Ham Lake, MN 55304
612-554-5644



Memorandum

Date: June 6, 2024

To: Planning Commissioners

From: David A. Krugler, City Engineer 

Subject: Swedish Chapel Estates

Introduction:

The proposed 47 lot residential development, formally known as the Dosedel Parcel, is located on the 111.42-acre 04-32-23-14-0001 parcel. The parcel is currently zoned Rural Single Family Residential (R-A) and the proposed zoning is Single Family Residential (R-1). A 500-scale aerial photo, 400-scale half-section map and 500-scale zoning map are attached.

Discussion:

The Title Sheet, Preliminary Plat, Grading, Erosion Control and Tree Protection Plan, Livability Plan, Livability Chart, Removals Plan, SWPPP, Details and Left & Right Turn Lane Plan received May 28th and Preliminary Utility Plan received May 29th address prior review comments.

Swedish Drive shows to be realigned with this project. The developer will need to provide a legal description of the right-of-way to be vacated by City public hearing. All utilities within the existing right-of-way will need to be relocated by the Developer prior to the vacation.

Three outlots are shown on the preliminary plat. The 3.47-acre Outlot A will need to be combined with either 03-32-23-22-0003 to the east or 17943 Xylite Street to the north. The 1.45-acre Outlot B will need to be combined with the adjacent 2200 Swedish Drive. The 0.08-acre Outlot C will need to be combined with either the parcel of 2217 Swedish Drive or 04-32-23-13-0003. The Development Agreement will include the conveyance of the outlots to the adjacent properties.

The Revised Braun Geotechnical Exploration Report, dated February 2, 2024, is still under revision. Preliminary results identify proposed low floor elevations for the proposed lots. A final Report is required. The November 1st 2023 Tradewell soil borings logs show the completed borings to identify potential septic fields for the proposed lots. A signed certification by a licensed septic evaluator that support two standard septic systems for each lot in accordance with Minnesota Rules 7080 is required.

The initial Anoka County Transportation Division review letter, dated May 13, 2024, is attached. Anoka County is requiring a southbound right-turn lane and a northbound left-turn lane onto Swedish Drive from Xylite Street (County Road 68). The plan shows the lanes provided and will not require additional right-of-way from the adjacent parcels to the east. The County outlined corrections required for the southbound right-turn lane which have been revised and

submitted to Anoka County. Anoka County approval is required.

The Future Trails Maps for both Ham Lake and East Bethel identify Xylite Street/Greenbrook Drive as a future bike path. Per the attached memo, the Park Committee recommended that a trail easement be dedicated along the west side of Xylite Street for a future bike path. A 20-foot trail easement should be required adjacent to the 10-foot drainage and utility easement along Xylite Street. In addition, parkland dedication fees will be collected rather than parkland dedication. The Developer will be credited for land dedicated for the trail easement.

An Encroachment Agreement will be required due to the Lot 6, Block 3 septic crossing the drainage and utility easement. FEMA Letter of Map Amendments are required for Lot 8 of Block 1, Lots 4, 5, 6, 7, 11, 12 and 13 of Block 2, and Lots 13, 14, and 15 of Block 3.

Swedish Drive is the hydrological boundary between the Coon Creek Watershed District (CCWD) and the Upper Rum River Watershed Management Organization (URRWMO). The parcels are within a drainage sensitive area, however since they will be regraded, CCWD has removed increased stormwater treatment requirements. Lots 4, 6, 12 and 13 of Block 2 are adjacent to County Ditch #58 which requires a 100-foot easement (50-foot either side of the ditch centerline) which is shown on the Preliminary Plat. The City of Ham Lake waived Wetland Conservation Act jurisdiction to the CCWD for that portion of the project located within the URRWMO. That portion of the plans outside of the CCWD have been reviewed for compliance with URRWMO Watershed Management Plan. A 16.5-foot buffer is required adjacent to all wetlands with the URRWMO. Any areas where vegetation is removed within the buffer area during construction must be reseeded with native seed mix and the Developer is responsible for maintenance or reseeded for 3 years. Stormwater Ponds 2 and 7 show grading within the proposed buffers and requirements of maintenance will be included in the Development Agreement.

The Natural Resources Inventory and Assessment (NRIA) completed in 2008 by the Anoka Conservation District (Appendix S of the Storm Water Pollution Prevention Plan) does not identify any portion of the proposed development area as being within a Major Natural Resource Concentration per the attached Map 3. A Natural Heritage Information System data review by the DNR was performed. A survey for endangered species was conducted, however comments from the MnDNR have outlined that the survey is incomplete. Further revision to the endangered plant report is required. There is an eagle's nest on Lot 3 Block 1. Proper setbacks have been provided.

A MPCA Construction Stormwater Permit is required due to the disturbance of at least one acre. An MPCA Permit will be required prior to construction commencement.

The preliminary plat was granted contingent approval at the May 13th CCWD Board of Managers meeting, per the attached Notice of Permit Application Status. In addition to paying the \$19,000 performance escrow, the Developer needs to verify the Wetland Bank Credit Withdrawal. Construction cannot commence until the CCWD Permit is issued.

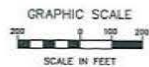
Recommendations:

It is recommended that the Preliminary Plat of Swedish Chapel Estates be recommended for approval contingent on providing the following:

- Signed certifications of valid septic fields for the proposed 47 lots.
- The final Geotechnical Report being supplied
- Anoka County Transportation Division approval.
- 20-foot bike easement to be provided along Xylite Street (CR 68)
- Encroachment Agreement for Lot 6 Block 3 for proposed septic crossing
- FEMA Letter of Map Amendment Lot 8 of Block 1, Lots 4, 5, 6, 7, 11, 12 and 13 of Block 2, and Lots 13, 14, and 15 of Block 3.
- Obtain a MPCA Construction Stormwater Permit prior to construction.
- Obtain approval from MnDNR regarding endangered plants that may be on site.
- Meet all CCWD permit requirements.

N 1/2 SECTION 4, 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

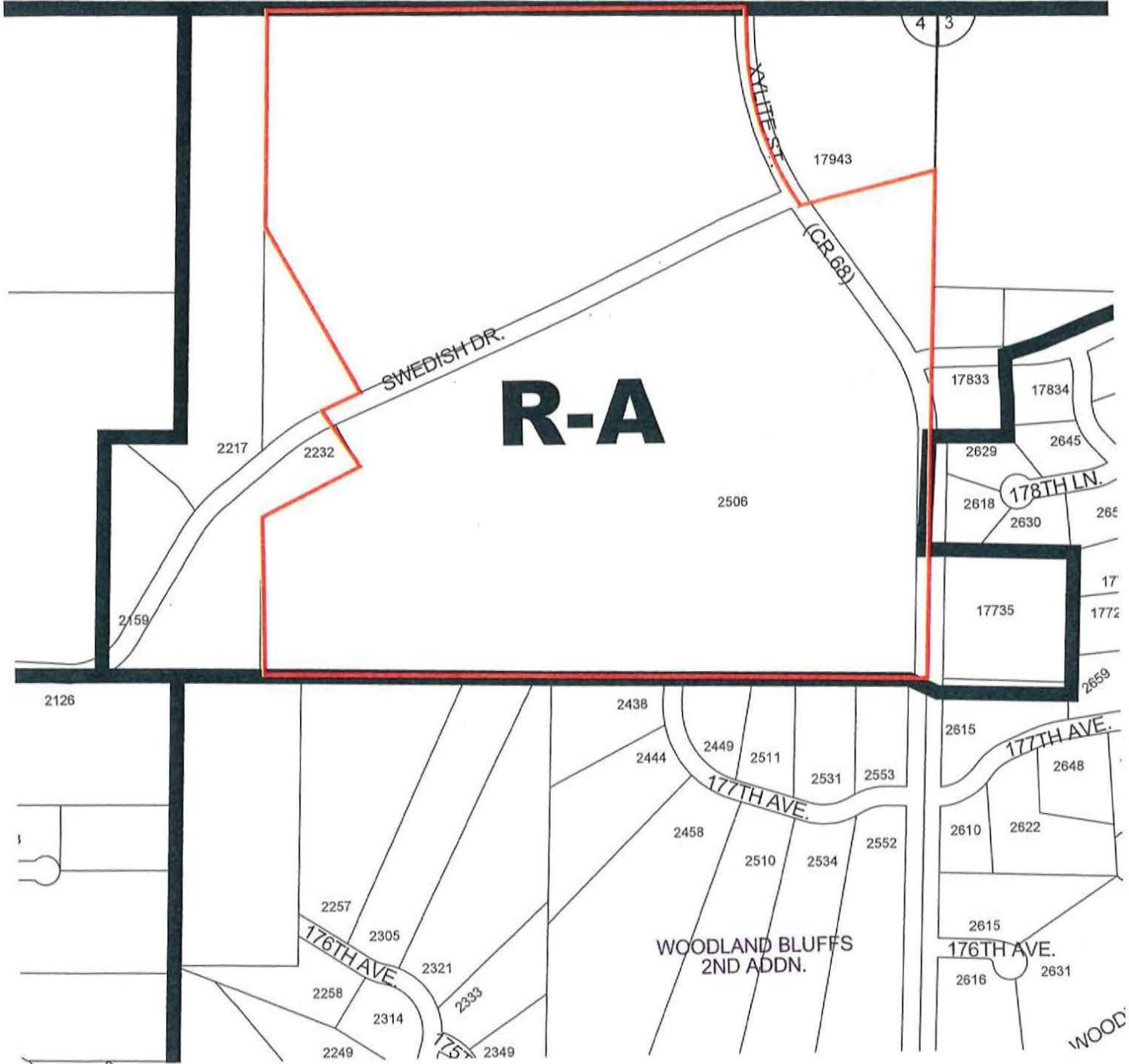
22	21	12	11
23	24	13	14
NORTH HALF OF SECTION			
32	31	42	41
33	34	43	44
SOUTH HALF OF SECTION			

PROPERTY IDENTIFICATION NUMBER

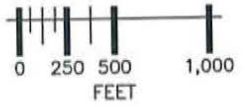
Section Number	Township Number	Range Number	Quarter Number	Specific Parcel
XX	XX	XX	XX	XXXX

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS: [1]
EXAMPLE OF PIN NUMBER: 04-32-23-13-0001

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.



R-A



TITLE SHEET

-of- SWEDISH CHAPEL ESTATES
 -for- MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471

VICINITY MAP

PART OF SEC. 4, TWP. 32, RING. 23



ANOCA COUNTY, MINNESOTA
 (NO SCALE)

SHEET INDEX

- | | |
|-------------|--------------------------------------|
| T1 | TITLE SHEET |
| 2-3 | PRELIMINARY PLAT |
| 4-7 | GRADING PLAN |
| 8-11 | LIVABILITY PLAN |
| 12-14 | LIVABILITY CHART |
| R | REMOVALS PLAN |
| C1.1 - C1.3 | PRELIMINARY UTILITY PLAN |
| C2.1 - C2.2 | STORMWATER POLLUTION PREVENTION PLAN |
| C3.1 - C3.3 | DETAILS |
| C4.1 - C4.3 | TURN LANE PLAN |

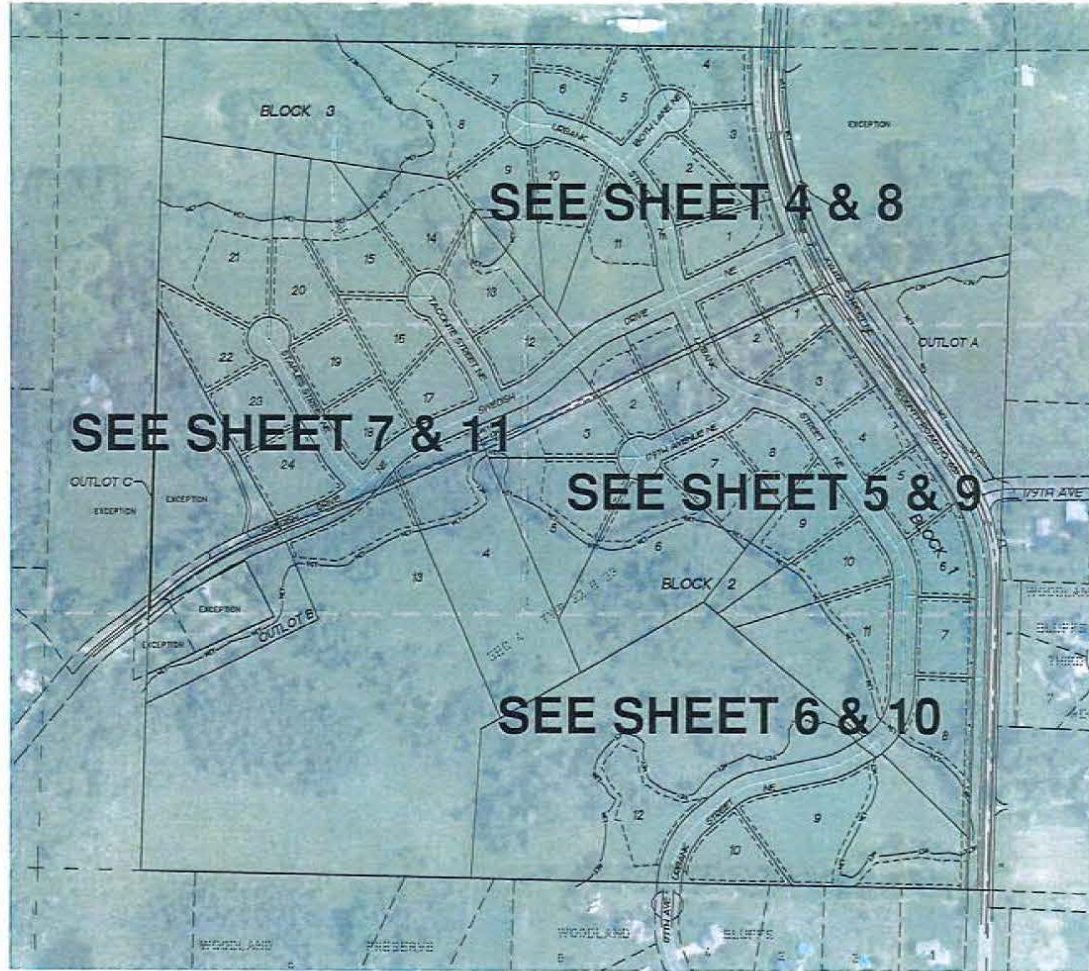
POWING CALCULATIONS AND STORM SEWER DESIGN BY PLONE ENGINEERING, INC.

PLONE ENGINEERING, INC.
 8778 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014

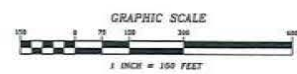
SITE PLANNING & ENGINEERING PHONE (612) 261-8210 FAX (612) 261-8211

I HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT AND GRADING REPORT FOR THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Adam G. Plone
 ADAM G. PLONE
 DATE: 05/28/2024 LIC. NO. 43983



E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-9200 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.

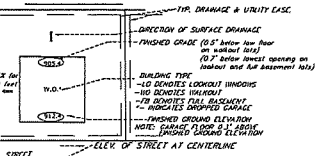
JASON E. BAJO
 DATE: 05/28/2024 License No. 41378

REVISION NO.	DATE	BY	DESCRIPTION
1	05/28/24	JEB	VICINITY MAP
2	04/12/24	JEB	CITY COORDINATES
3	02/22/24	JEB	CITY COORDINATES

GRADING, EROSION CONTROL AND TREE PROTECTION PLAN

-of- SWEDISH CHAPEL ESTATES
 -for- MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471

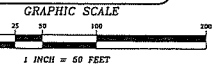
TYPICAL LOT



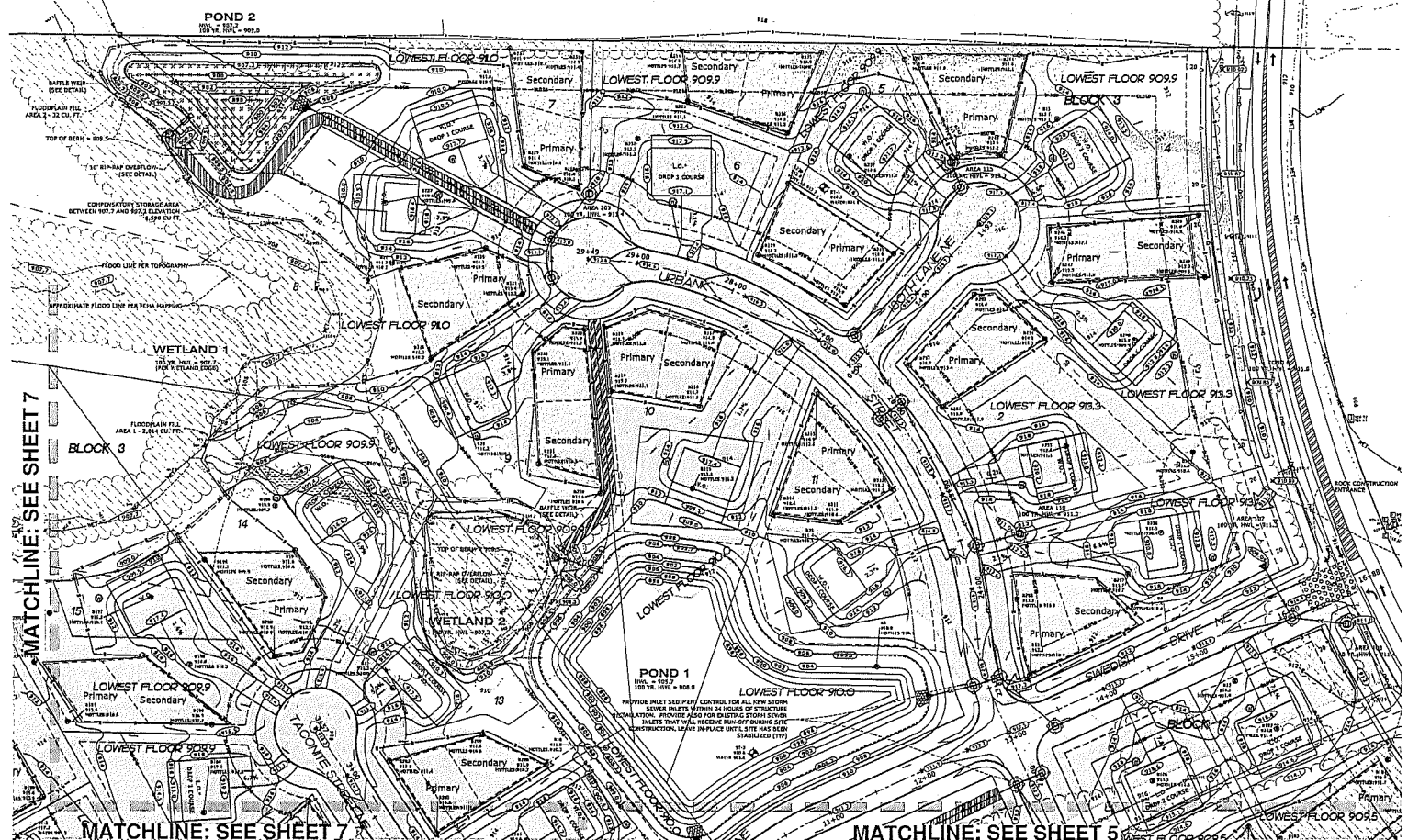
LEGEND

- DENOTES SOIL BORING BY TRADEWELL SOIL TESTING
- DENOTES FLOODLINE ON PENETRATION BORING BY GEOMAT INTEREST, INC.
- DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES EXISTING SPOT ELEVATION
- DENOTES EXISTING 3 FOOT CONTAIN.
- DENOTES PROPOSED 3 FOOT CONTAINERS
- DENOTES WETLAND DELINEATED BY ADEQUATE ENVIRONMENTAL SERVICES COMPANY.
- DENOTES EASEMENT LINE
- DENOTES SERVICE LINE
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED SILT / TREE PROTECTION FENCE
- DENOTES INSIDE SALT FENCE ADJACENT TO WETLAND
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED CENTERLINE ELEVATION
- DENOTES PROPOSED WELL LOCATION
- DENOTES AREA 1' ABOVE HOTLIPS
- DENOTES WETLAND/ VEGETATIVE BUFFER
- DENOTES WETLAND/ VEGETATIVE BUFFER SIGN
- DENOTES RIPRAP (RIPRAP TO BE VEGETATED IN WETLAND BUFFER)
- DENOTES PROPOSED STORM SEWER INLET PROTECTION
- DENOTES APPROXIMATE FINAL FLOOR FINISH LINE FROM FEMA FLOOD INSURANCE RATE MAP AND STRATEGIC FLOOD PLAN NO. 5315 EFFECTIVE DATE 08/08/14/15.
- DENOTES FLOOD ZONE LINE PER TOPOGRAPHY
- DENOTES TREE PRESERVATION AREA
- DENOTES 12' POND ACCESS
- DENOTES FLOODPLAIN FILL
- DENOTES COMPENSATION STORAGE AREA

POUNDING CALCULATIONS AND STORM SEWER DESIGN BY
PLOWE ENGINEERING, INC.
 8772 LAKE DRIVE
 LINO LAKES, MN 55014
 PHONE: (612) 581-9210
 FAX: (612) 581-9701
 I HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT AND DRAINAGE REPORT FOR THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ADAM G. PLOWE
 DATE: 05/28/2024 LIC. NO. 43863



A. E. G. RUD & SONS, INC.
 151, 167
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701



LOT GRADING NOTES

- 1. ALL CONTIGUOUS SHOW ARE FOR CONSTRUCTION PURPOSES.
- 2. HOUSE TYPES AND GRADING THAT VARY FROM WHAT IS PROPOSED ON THE GRADING PLAN REQUIRE A PLAN REVIEW BY THE CITY OF LINO LAKES.
- 3. SILT FENCE TO BE INSTALLED BY BUILDERS PRIOR TO HOUSE CONSTRUCTION.
- 4. THERE IS TO BE NO GRADING WITHIN SETBACK AREAS.

EROSION CONTROL / REVEGETATION SPECS.

1. PRIOR TO ROUGH GRADING, INSTALL SILT STOP FENCE AT LOCATIONS SHOWN. ADDITIONAL SILT STOP FENCE WILL BE REQUIRED WHERE LOCAL CONDITIONS REQUIRE. INSTALL TREE PROTECTION AS DETAIL NECESSARY BY THE CITY FORESTER PRIOR TO ANY GRADING.
2. ANY GRADING SHALL PROCEED ON AN AREA BY AREA BASIS TO MINIMIZE UNCOMPLETED AREAS.
3. AS EACH AREA OUTSIDE THE STREET IS GRADED, PROTECT WATERSHED, SEED, AND SOIL OF ADJACENT WITH A STRAIGHT SILT DISC IN WITHIN SEVEN DAYS AFTER ROUGH GRADING.
4. MAINTAIN AND REPAIR SILT STOP FENCES INCLUDING REMOVAL OF ACCUMULATED SOIL UNTIL VEGETATION IS ESTABLISHED.
5. SILT STOP WATER POLLUTION PREVENTION PLAN FOR ADDITIONAL EROSION CONTROL NOTES AND SITE SPECIFICATIONS.

FLOODPLAIN FILL NOTES

- 1. FLOODPLAIN FILL WETLAND 1 BATHY=0.04M CUFT
- 2. COMPENSATION STORAGE=1.43M CUFT
- 3. COMPENSATION STORAGE PROVIDED IN POND 2 BETWEEN 907.7 AND 907.2 ELEVATION

TREE PROTECTION NOTES

- 1. TREE PROTECTION LIMITS TO BE SHOWN IN FIELD PRIOR TO ANY TREE REMOVAL ACTIVITY.
- 2. SILT / TREE PROTECTION FENCE TO BE INSTALLED AT CONSTRUCTION SILENT LINE.
- 3. CARE IS TO BE TAKEN TO AVOID CONSTRUCTION ACTIVITY OR CONSTRUCTION VEHICLE TRAFFIC WITHIN THE SILT LINE OR WITHIN THE TREE PROTECTION ZONE.
- 4. TREE DECISIONS WILL BE MADE ON LOCATION OF TREE PROTECTION LIMITS TO PRESERVE SIGNIFICANT TREES.
- 5. TREE TRUNKS AND ROOT BALL ARE TO BE CLEARED. THIS MAY BE DONE PRIOR TO INSTALLATION OF SILT / TREE PROTECTION FENCE. GRUBBING OF STUMPS WILL OCCUR AFTER EROSION CONTROL MEASURES ARE INSTALLED.

WETLAND FILL NOTES

WETLAND FILL AREA = 6,253.94 SQ. FT.

NOTES

- 1. BEARINGS SHOWN ARE ON ANJUGA COUNTY DATA.
- 2. TOTAL SETBACK AREAS ARE CALCULATED TO STREET CENTERLINE PER ORDINANCE.
- 3. 3 FOOT CONTAINERS INTERVAL (THAT IS) 10 FEET.
- 4. CONTAINERS SHOULD BE PER SPACED PER DISTRIBUTION AND FIELD VENTILATION.
- 5. ALL HARDY POINTS AND EASEMENT PATCHES TO BE SAVED AT FULL DEPTH.
- 6. THIS AREA TO BE RESEED WITHIN 7 DAYS AFTER COMPLETION OF ROUGH GRADING OR INACTIVITY.
- 7. SEE PRELIMINARY PLAN / PROFILE SHEETS FOR STORM SEWER, INVERTS, AND SIZES.
- 8. TRACKING SHALL BE INSTALLED WITHIN 7 DAYS AFTER COMPLETION OF ROUGH GRADING OR INACTIVITY.
- 9. GRADE INTERFERES TO IDENTIFYING SITE GROUND WATER ELEVATIONS WITH PENETROMETERS, ANTICIPATED GROUNDWATER ELEVATIONS ARE BASED ON PRELIMINARY INFORMATION AND ARE SUBJECT TO REVISION.
- 10. ALL TREE TRUNKS TO BE PROTECTED WITH 6" DIA. METAL PIPE AND 12" DIA. FIBERGLASS REINFORCED POLYESTER (FRP) PIPE.
- 11. PROVIDE CLASS III RIPRAP WITH FILTER FABRIC FOR ALL PIPE OUTLETS. INSTALL 1' OF TOPSOIL ON RIPRAP III.
- 12. WETLAND BUFFERS AND SALT FENCES SHALL BE INSTALLED WITHIN 7 DAYS AFTER COMPLETION OF ROUGH GRADING OR INACTIVITY.
- 13. IF CONSTRUCTION IS REQUIRED, THE CONTRACTOR SHALL APPLY FOR A 30 DAY EROSION CONTROL PERMIT AND WILL PROVIDE WETLAND PROTECTION AND SALT FENCE LOCATION, SCHEDULES AND QUANTITIES TO COME WITHIN 24 HOURS PRIOR TO ANY DRAINAGE CONSTRUCTION.
- 14. ALL TREE TRUNKS TO BE PROTECTED WITH ONE (1) YEAR FACT SHEETS ON BANNING'S TURTLES.
- 15. DISTURBED SOILS AND STOCKPILES WILL BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

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.

JASON B. BLUM
 Date: 05/28/2024 License No. 41378

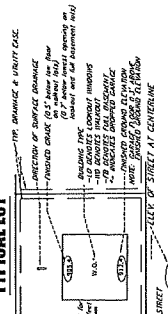
NORTH

CHECK BY	DATE	DESCRIPTION	BY
1	05/28/24	CITY COMMENTS	JHB
2	05/28/24	CITY COMMENTS	JHB
3	05/28/24	CITY COMMENTS	JHB
NO.	DATE	DESCRIPTION	BY

GRADING, EROSION CONTROL AND TREE PROTECTION PLAN

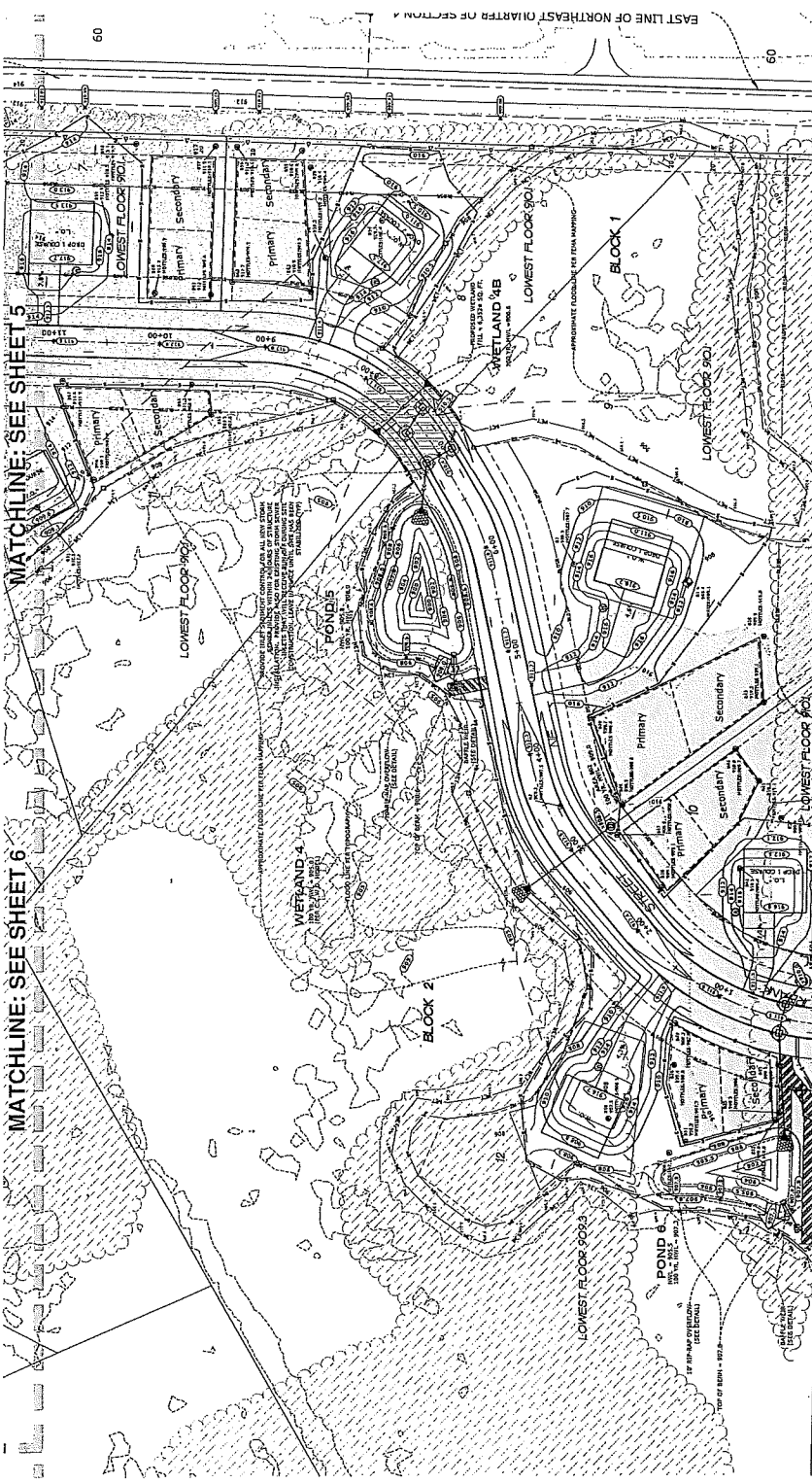
-of- SWEDISH CHAPEL ESTATES
 -for- MIN DEVELOPMENTS, LLC,
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 789-1471

TYPICAL LOT



LEGEND

- EXISTING SLOPES BY TERRAINAL SOIL TESTING
- EXISTING PROPOSED STREETS BY PLANIMETER DRAWING
- EXISTING PROPOSED DRIVEWAYS BY PLANIMETER DRAWING
- EXISTING EXISTING OVERLAP LAYOUT
- EXISTING EXISTING FOOT COUNTERS
- EXISTING EXISTING 2 FOOT CONTROLS
- EXISTING EXISTING 3 FOOT CONTROLS
- EXISTING EXISTING 4 FOOT CONTROLS
- EXISTING EXISTING 5 FOOT CONTROLS
- EXISTING EXISTING 6 FOOT CONTROLS
- EXISTING EXISTING 7 FOOT CONTROLS
- EXISTING EXISTING 8 FOOT CONTROLS
- EXISTING EXISTING 9 FOOT CONTROLS
- EXISTING EXISTING 10 FOOT CONTROLS
- EXISTING EXISTING 11 FOOT CONTROLS
- EXISTING EXISTING 12 FOOT CONTROLS
- EXISTING EXISTING 13 FOOT CONTROLS
- EXISTING EXISTING 14 FOOT CONTROLS
- EXISTING EXISTING 15 FOOT CONTROLS
- EXISTING EXISTING 16 FOOT CONTROLS
- EXISTING EXISTING 17 FOOT CONTROLS
- EXISTING EXISTING 18 FOOT CONTROLS
- EXISTING EXISTING 19 FOOT CONTROLS
- EXISTING EXISTING 20 FOOT CONTROLS



WATCHLINE: SEE SHEET 6

WATCHLINE: SEE SHEET 5

EAST LINE OF SECTION 4, TOWNSHIP 32, RANGE 23

EAST LINE OF NORTHEAST QUARTER OF SECTION 4

EAST LINE OF SECTION 4, TOWNSHIP 32, RANGE 23

EAST LINE OF NORTHEAST QUARTER OF SECTION 4

WETLAND FILL NOTES

- 1. WETLAND FILL AREA = 4,234 SQ. FT.
- 2. FILL TO BE CALCULATED TO STREET CENTERLINE FOR DRAINAGE.
- 3. EXISTING AND PROPOSED AREAS WITH PROPOSED FILL ARE IDENTIFIED BY HATCHING.
- 4. ALL FILL AREAS SHALL BE PROTECTED BY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.
- 5. ALL FILL AREAS SHALL BE PROTECTED BY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.
- 6. ALL FILL AREAS SHALL BE PROTECTED BY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.

FLOODPLAIN FILL NOTES

- 1. FLOODPLAIN FILL AREA = 3,456 SQ. FT.
- 2. FILL TO BE CALCULATED TO STREET CENTERLINE FOR DRAINAGE.
- 3. EXISTING AND PROPOSED AREAS WITH PROPOSED FILL ARE IDENTIFIED BY HATCHING.
- 4. ALL FILL AREAS SHALL BE PROTECTED BY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.
- 5. ALL FILL AREAS SHALL BE PROTECTED BY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.
- 6. ALL FILL AREAS SHALL BE PROTECTED BY EROSION CONTROL MEASURES TO PREVENT SOIL EROSION.

LOT GRADING NOTES

- 1. ALL LOT GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
- 2. ALL LOT GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
- 3. ALL LOT GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
- 4. ALL LOT GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
- 5. ALL LOT GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.

EROSION CONTROL / VEGETATION SPECS

- 1. ALL EROSION CONTROL MEASURES SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
- 2. ALL EROSION CONTROL MEASURES SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
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- 5. ALL EROSION CONTROL MEASURES SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.

TREE PROTECTION NOTES

- 1. ALL TREE PROTECTION MEASURES SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
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- 5. ALL TREE PROTECTION MEASURES SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.

NO.	DATE	BY	DESCRIPTION
1	11/11/2024	DAVID STREIBER	DATE PLOTTED
2	11/11/2024	JASON E. RUD	CITY CHECKED
3	11/11/2024	JASON E. RUD	CITY CHECKED

I hereby certify that this survey, plan or map was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.
 JASON E. RUD
 License No. 41378

NOTES
 1. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
 2. ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.
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EROSION CONTROL / VEGETATION SPECS
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TREE PROTECTION NOTES
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 5. ALL TREE PROTECTION MEASURES SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANDOVER SPECIFICATIONS.

PLOWE
 ENGINEERING & SURVEYING, INC.
 8774 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE (651) 361-4701
 FAX (651) 361-4701

DAVID STREIBER, P.E.
 JASON E. RUD, P.E.

DATE: 11/11/2024
 LIC. NO. 41378

1" = 60' FEET

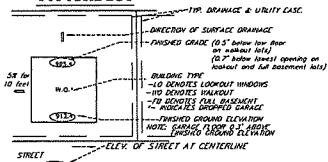
GRAPHIC SCALE

E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel: (651) 361-4700 Fax: (651) 361-4701

GRADING, EROSION CONTROL AND TREE PROTECTION PLAN

~of~ SWEDISH CHAPEL ESTATES
 ~for~ MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471

TYPICAL LOT



LEGEND

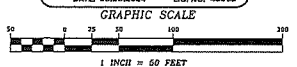
- DENOTES SOIL BORING BY TRADWELL SOIL TESTING
- DENOTES PNEUMATIC OR PENETRATION BORING BY GRAIN INTEGRATE, INC.
- DENOTES EMERGENCY OVERFLOW ELEVATION
- DENOTES EXISTING SPOT ELEVATION
- DENOTES WET LAND
- DENOTES PROPOSED 2 FOOT CONTOUR
- DENOTES WETLAND DELINEATED BY ROYALANG ENVIRONMENTAL SERVICES COMPANY
- DENOTES EASEMENT LINE
- DENOTES SETBACK LINE
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED SILT / TREE PROTECTION FENCE
- DENOTES SOIL TO BE INSTALLED
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED SPOT ELEVATION
- DENOTES PROPOSED CENTERLINE ELEVATION
- DENOTES PROPOSED WELL LOCATION
- DENOTES AREA 1' ABOVE NOTICES
- DENOTES WETLAND VEGETATIVE BUFFER
- DENOTES WETLAND VEGETATIVE BUFFER SIGN
- DENOTES RIPRAP (RIPRAP TO BE VEGETATED IN WETLAND BUFFER)
- DENOTES PROPOSED STORM SEWER INLET PROTECTION
- DENOTES APPROXIMATE FEMA FLOOD ZONE A LINE FROM FIRM FLOOD INSURANCE RATE MAP (FIRM) NUMBER: 8335 SUFFRIN, EFFECTIVE DATE DECEMBER 16TH, 2015.
- DENOTES FLOOD ZONE LINE PER TOPOGRAPHY
- DENOTES TREE PRESERVATION AREA
- DENOTES 12' POND ACCESS
- DENOTES WETLAND FILL
- DENOTES FLOODPLAIN FILL
- DENOTES COMPENSATORY STORAGE AREA

POWELL ENGINEERING, INC.
 8778 LAKE DRIVE
 SUITE 111
 LINO LAKES, MN 55014

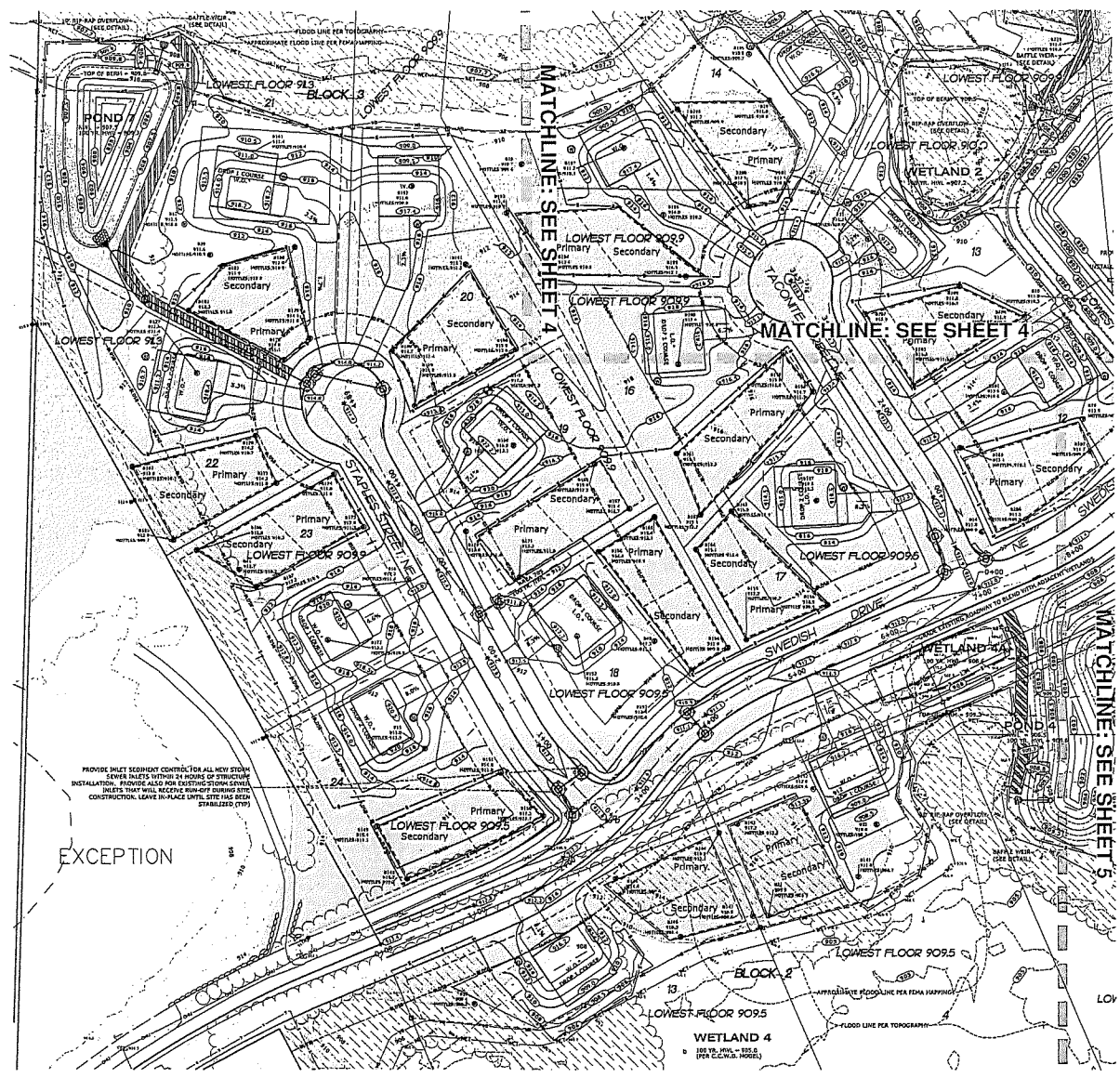
PHONE: (651) 361-8210
 FAX: (651) 361-8701

I HEREBY CERTIFY THAT THE ENGINEERING, MANAGEMENT AND DRAINAGE REPORT FOR THIS PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Adam Kunkel
 ADAM KUNKEL
 DATE: 05/28/2024 LIC. NO. 45862



R. 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



PROVIDE SILT SEDIMENT CONTROL FOR ALL NEW STORM SEWER INLETS WITHIN 24 HOURS OF STORM SEWER INSTALLATION. PROVIDE ALSO FOR EXISTING STORM SEWER INLETS THAT WILL RECEIVE RUN-OFF FROM THIS CONSTRUCTION. LEAVE IN PLACE UNTIL SITE HAS BEEN STABILIZED (70%)

EXCEPTION

EROSION CONTROL / REVEGETATION SPECS.

1. PRIOR TO ROUGH GRADING, INSTALL SILT STOP FENCE OR EROSION SHIELD. POSITIVE SILT STOP FENCE WILL BE REQUIRED UNLESS LOCAL CONDITIONS REQUIRE. INSTALL TREE PROTECTION AS DEEMED NECESSARY BY THE CITY FORESTER PRIOR TO ANY GRADING.
2. ANY GRADING SHALL PROCEED ON AN AREA BY AREA BASIS TO MINIMIZE UNCOMPACTED AREAS.
3. AS EACH AREA OUTSIDE THE SHEET IS GRADED, PROVIDE NATIVE TOPSOIL, SEED, AND MULCH APPLICABLE WITHIN 4 STRAIGHT FEET OFC WITHIN SEVEN DAYS AFTER ROUGH GRADING.
4. MAINTAIN AND REPAIR SILT STOP FENCES (INCLUDING REMOVAL OF ACCUMULATED SAND) UNTIL VEGETATION IS ESTABLISHED.
5. SEE "STORM WATER POLLUTION PREVENTION PLAN" FOR ADDITIONAL EROSION CONTROL NOTES AND SITE SEQUENCING.

LOT GRADING NOTES

- PAI CONTOURS SHOWN ARE FOR DEMONSTRATION PURPOSES.
- GRADE TYPES AND GRADING THAT VARY FROM WHAT IS INDICATED ON THE GRADING PLAN REQUIRES A PLAN REVIEW BY THE CITY OF MAH LAKE.
- SILT FENCE TO BE INSTALLED BY BUILDER PRIOR TO START OF CONSTRUCTION.
- THERE IS TO BE NO GRADING WITHIN 15' AREAS.

WETLAND FILL NOTES

- WETLAND FILL AREA = 63,324 SQ. FT.

NOTES

- BEARINGS SHOWN ARE ON ANGELO COUNTY DATUM.
- TOTAL LOT AREA ARE CALCULATED TO STREET CENTERLINE PER ORDINANCE.
- 3 FOOT CONTOUR INTERVAL (UNLESS NOTED).
- CONTOURS SHOWN ARE FOR UNDEVELOPED LOTS. DISTRIBUTION AND GRID VERIFICATION.
- ALL MATCH POINTS AND PARALLEL POINTS TO BE SAVED AT FINAL DEPTH.
- ALL AREA TO BE SAVED WITHIN 7 DAYS AFTER COMPLETION OF ROUGH GRADING OR REACTIVATION.
- SEE PRELIMINARY PLAN PROFILE SHEETS FOR PROPOSED GRADE, INVERTS, AND SECS.
- TRADWELL SOIL TESTING COMPLETED SEPTIC SOIL BORINGS.
- BROWN INVERTS TO BE INSTALLED AT GROUND WATER CLEARANCES WITH PRECIPITATION ANTICIPATED GROUNDWATER ELEVATIONS ARE BASED ON PRELIMINARY INFORMATION AND ARE SUBJECT TO REVISION.
- ALL FIRE ALARMS UNDER 48" PROVIDED WITH TRASH GUARDS.
- PROVIDE CLASS III RIPRAP WITH FILTER FABRIC FOR ALL FIRE ALARMS. INSTALL 6" OF TOPSOIL ON RIPRAP IN WETLAND BUFFERS AND SEED WITH SEED PER PARAGR 20.2A1.
- IF STABILIZATION IS REQUIRED, THE CONTRACTOR SHALL APPLY A 4 IN. OAK DRIVING NAILS AND PROVIDE VEGETATIVE PLANTINGS. WATER SUPPLEMENT LOCATION, SCHEDULE AND QUANTITIES TO BE PROVIDED BY THE CONTRACTOR. WATER SUPPLEMENT LOCATION, SCHEDULE AND QUANTITIES TO BE PROVIDED WITHIN 7 DAYS PRIOR TO ANY CLEARING OPERATIONS.
- CONTRACTOR SHALL BE PROVIDED WITH 24 HOUR FIELD PHOTOGRAPHS OF BARRIERS/TURTLES.
- CONTRACTOR SHALL BE TEMPORARILY STABILIZED WITHIN 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

FLOODPLAIN FILL NOTES

- FLOODPLAIN FILL WETLAND 1 BASKIN-2, 244 CUFT COMPENSATORY STORAGE AND 480 CUFT COMPENSATORY STORAGE PROVIDED IN POND 2 BETWEEN 907.7 AND 907.8 ELEVATION

TREE PROTECTION NOTES

- TREE PROTECTION LIMITS TO BE MARKED IN FIELD PRIOR TO ANY TREE CLEARING ACTIVITY.
- SILT / TREE PROTECTION FENCE TO BE INSTALLED AT CONSTRUCTION LIMIT LINE.
- CARE IS TO BE TAKEN TO AVOID CONSTRUCTION ACTIVITY FOR CONSTRUCTION VEHICLE TRAFFIC WITHIN THE ONE LINE OF TREES IN THE TREE PROTECTION ZONE.
- FIELD OFFICERS WILL BE PLACED ON LOCATION OF TREE PROTECTION LIMITS TO PRESERVE SIGNIFICANT TREES.
- SOME TREES AND DEAD FALL ARE TO BE CLEARED. THIS MAY BE DONE PRIOR TO INSTALLATION OF SILT / TREE PROTECTION FENCE. GRUBBING OF STUMPS WILL OCCUR AFTER EROSION CONTROL MEASURES ARE INSTALLED.

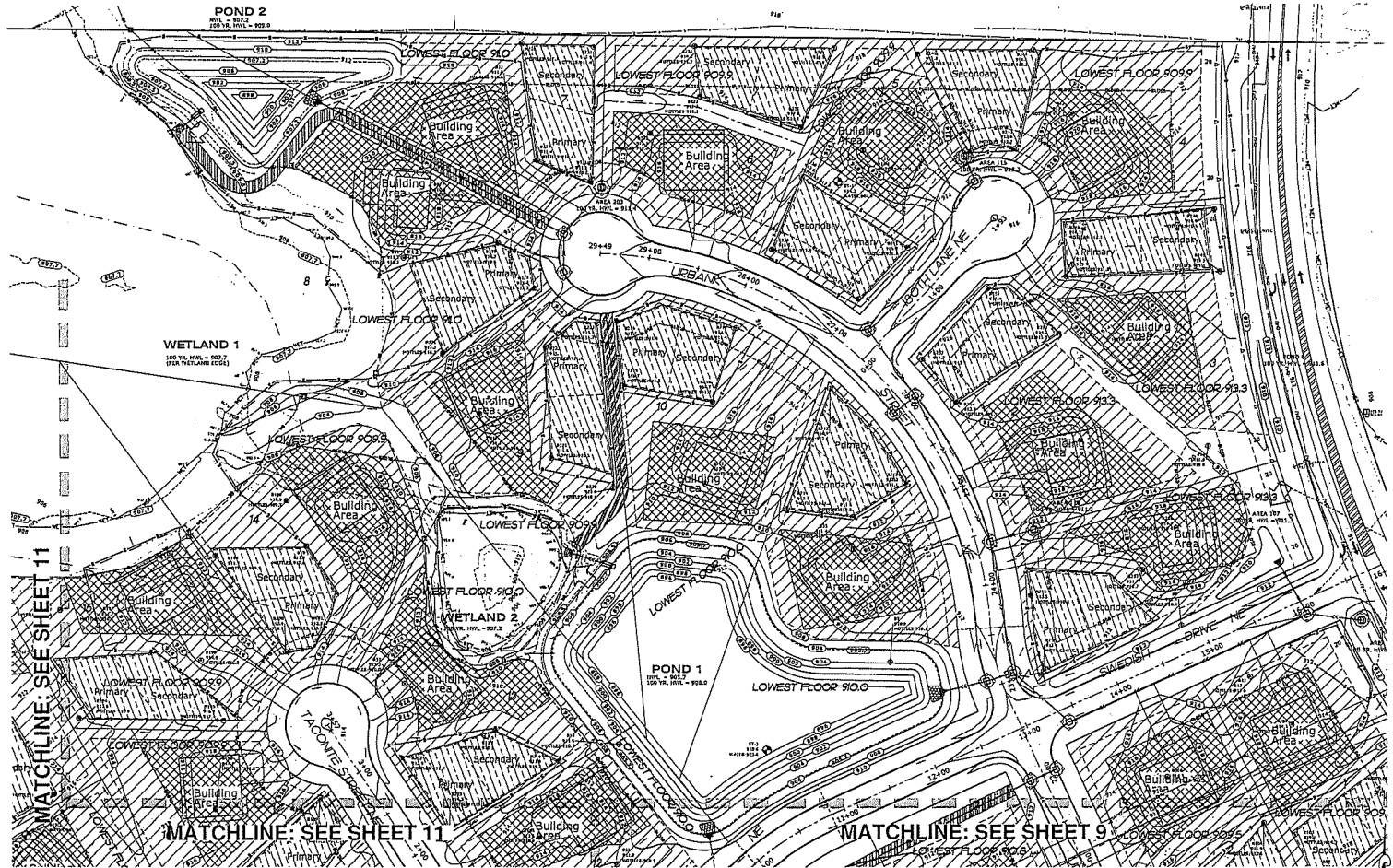
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Jason E. Jupp
 Jason E. Jupp
 Date: 05/28/2024 License No. 41578

NO.	DATE	DESCRIPTION	BY
1	04/13/24	CITY COMMENTS	JHS
2	05/22/24	CITY COMMENTS	JHS
3			

LIVABILITY PLAN

~of~ SWEDISH CHAPEL ESTATES
 ~for~ MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471



LEGEND

- IC DENOTES SOIL BORING BY TRADITIONAL SOIL TESTING
- IC DENOTES PROXIMITY OF PENETRATION BORING BY SHAW-WALKER, INC.
- 110.0 DENOTES EXISTING SPOT ELEVATION
- JA DENOTES EXISTING WETLAND
- DENOTES EXISTING 2 FOOT CONTOUR
- DENOTES PROPOSED 3 FOOT CONTOUR
- DENOTES WETLAND DELINEATED BY KUBARK ENVIRONMENTAL SERVICES COMPANY.
- DENOTES EASEMENT LINE
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED 5/8" FIRE PROTECTION FENCE
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED WELL LOCATION
- DENOTES WETLAND VEGETATIVE BUFFER
- DENOTES WETLAND VEGETATIVE BUFFER SIGN
- ▨ DENOTES PROPOSED BUILDING PAD AREA
- ▨ DENOTES PROPOSED YARD AREA
- ▨ DENOTES PROPOSED SEPTIC AREA
- ▨ DENOTES 1/2 POND ACCESS

POUNDING CALCULATIONS AND STORM SEWER DESIGN BY PLOWE ENGINEERING, INC.

PLOWE ENGINEERING, INC.
 1775 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (651) 361-4510
 & ENGINEERING FAX: (651) 361-6791

I HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT AND DRAINAGE REPORT FOR THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Adam Gunkel
 ADAM GUNKEL
 LICENSE NO. 40983
 DATE: 09.28.2024

GRAPHIC SCALE
 1 INCH = 50 FEET

NOTES

- BEARINGS SHOWN ARE ON ANOKIA COUNTY DATUM.
- TOTAL LOT AREAS ARE CALCULATED TO STREET CENTERLINE PER ORDINANCE.
- 5 FOOT CORNER INTERVALS SHOWN.
- CONTIGUOUS SHORES ARE THE UNDEVELOPED CONTRIBUTION AND PRESERVE PROTECTION.
- ALL MATCH PROPS AND PARALLEL PATCHES TO BE SAVED AT FIELD LEVEL.
- TOP AREA TO BE SAVED WITH 5' BUFFER AFTER COMPLETION OF SOILS OR UNSATURATED.
- SEE PRELIMINARY PLAN / PROFILE SHEETS FOR STORM SEWER SIZES, INVERTS, AND SIZES.
- TRAVELWAY SOIL TESTING COMPLETED ON SITE SOIL BORINGS.
- BRAUN INTEREST IS HIGHLY SUSCEPTIBLE TO EROSION WITH PROPOSED ELEVATIONS, ANTICIPATED GROUNDWATER ELEVATIONS ARE BASED ON PRELIMINARY INFORMATION AND ARE SUBJECT TO REVISION.
- ALL FIRE APPLIES UNDER 4" PROVIDED WITH TRASH CHUTES.
- PROVIDE CLASS III RIPRAP WITH FILTER FABRIC FOR ALL PIPE OUTLETS. INSTALL 6" OF TOPSOIL ON RIPRAP IN WETLAND BUFFERS AND SEED WITH SEED MIX R4007 30-60.
- IF DRAINAGING IS REQUIRED, THE CONTRACTOR SHALL APPLY FOR A HAI DNR DRAINAGING PERMIT AND WILL PROVIDE WELL-FIELD LOCATIONS, RATES, DISCHARGE LOCATION, SCHEDULE AND QUANTITIES TO CDDV 7 DAYS PRIOR TO ANY DRAINAGING OPERATIONS.
- CONTRACTORS MUST BE PROVIDED WITH ONE FULLY FACT SHEETS ON BLOOMING'S TURFERS.
- SOFTWEAR SOLES AND STOCKINGS WILL BE TEMPORARILY OR PERMANENTLY STOCKED WITHIN 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

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.

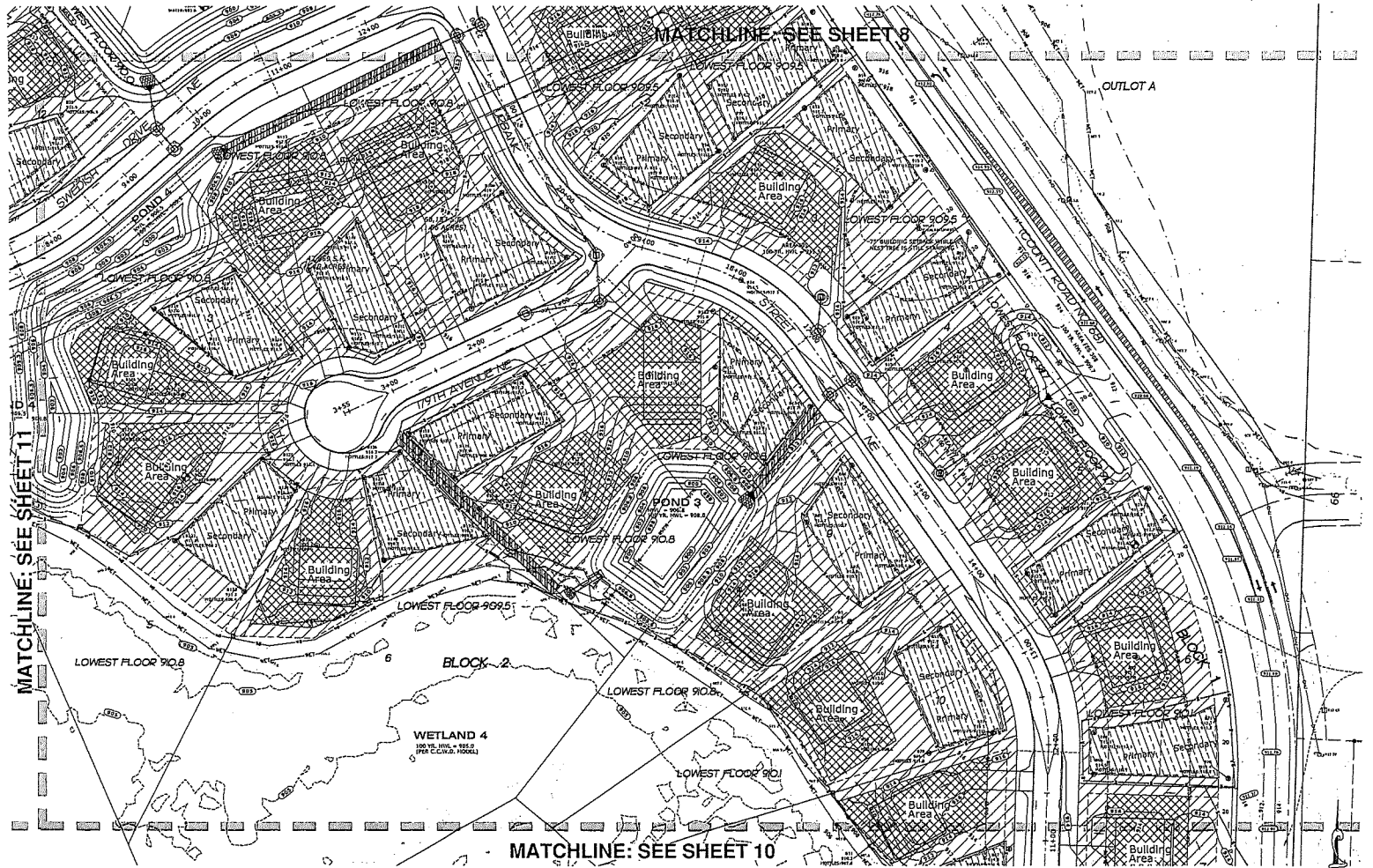
JASON E. BLUM
 Date: 05/28/2024 License No. 41578

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

NO.	DATE	DESCRIPTION
1	05/21/24	CITY COMMENTS
2	05/23/24	CITY COMMENTS
3	05/29/24	CITY COMMENTS
4		

LIVABILITY PLAN

~of~ SWEDISH CHAPEL ESTATES
 ~for~ MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471



LEGEND

- DENOTES SOIL BORING BY TERRAVIVA SOIL TESTING
- DENOTES PIEZOMETER OR PENETRATOR BORING BY BRAUN INVENTIVE, INC.
- DENOTES EXISTING SPOT ELEVATION
- DENOTES WETLAND
- DENOTES EXISTING 2 FOOT CONTOUR
- DENOTES PROPOSED 2 FOOT CONTOUR
- DENOTES WETLAND DELINEATED BY AGRICULTURE DEVELOPMENT SERVICES COMPANY
- DENOTES EASEMENT LINE
- DENOTES SETBACK LINE
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED 5 FT. PROTECTION FENCE
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED WELL LOCATION
- DENOTES WETLAND VEGETATIVE BUFFER
- DENOTES WETLAND VEGETATIVE BUFFER SIGN
- DENOTES PROPOSED BUILDING PAD AREA
- DENOTES PROPOSED YARD AREA
- DENOTES PROPOSED SEPTIC AREA
- DENOTES 12' POND ACCESS

PONDING CALCULATIONS AND STORM SEWER DESIGN BY
 PLOWE ENGINEERING, INC.
 8775 LAKE DRIVE
 LINO LAKES, MN 55014

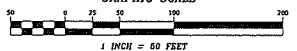
ADAM KORNEL
 DATE: 05/28/2024 LIC. NO. 42883

NOTES

- SEPTICS SHOWN ARE ON ANOKIA COUNTY DATUM.
- TOTAL LOT AREAS ARE CALCULATED TO STREET CENTERLINE PER ORDINANCE.
- 2 FOOT CONTOUR INTERVAL UNLESS NOTED.
- CONTOUR SPACING AND PROPOSED LEAKA DISTRIBUTION AND FLOOD VULNERABILITY.
- ALL HATCH POINTS AND PAVEMENT PATCHES TO BE SAVED AT FULL DEPTH.
- YARD AREA TO BE SECTED WITHIN 7 DAYS AFTER COMPLETION OF HOUSE GRADING OR INACTIVITY.
- SEE PRELIMINARY PLAN / PROFILE SHEETS FOR STORM SEWER RISES, INVERTS, AND SIZES.
- TERRAVIVA SOIL TESTING COMPLETED SEPTIC SOIL BORINGS.
- BRUSH INSTITUTE IS MONITORING SITE GROUND WATER ELEVATIONS WITH PIEZOMETERS, ANTICIPATED GROUNDWATER ELEVATIONS BASED ON PRELIMINARY INFORMATION AND ARE SUBJECT TO REVISION.
- ALL PIPE SPHERES SHOWN ARE PROTECTED WITH BRUSH GUARDS.
- PROVIDE CLASS III ASPHALT WITH FILTER FABRIC FOR ALL PIPE OUTLETS. INSTALL 4" OF TOPSOIL ON ASPHALT IN WETLAND AREAS AND SEED WITH SEED WITH SEED NO. 23341.
- IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL APPLY FOR A 48 HOUR DEWATERING PERMIT AND WILL PROVIDE WELL-FIELD LOCATIONS, PATES, DISCHARGE LOCATIONS, VOLUMES AND QUANTITIES TO COVER 7 DAYS PRIOR TO ANY DEWATERING OPERATIONS.
- CONTRACTORS MUST BE PROVIDED WITH ONE FIVE/8" FACT SHEETS ON BLOODING/TURTLES.
- DISTURBED SOILS AND STOCKPILES WILL BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

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.

JASON E. RUD
 Date: 05/28/2024 License No. 41578



J.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

NORTH

NO.	DATE	DESCRIPTION	BY
1	04/23/24	CITY COMMENTS	JHR
2	05/23/24	CITY COMMENTS	JHR
3			

LIVABILITY PLAN

~of~ SWEDISH CHAPEL ESTATES
 ~for~ MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471

LEGEND

- DENOTES SOIL BORING BY TRAVELLER SOIL TESTING
- DENOTES PERIMETER OR PERIMETER BORING BY BRAUN INTERTEC, P.C.
- DENOTES EXISTING SPOT ELEVATION
- DENOTES WETLAND
- DENOTES EXISTING 3 FOOT CONTOUR
- DENOTES PROPOSED 3 FOOT CONTOUR
- DENOTES WETLANDS DELINEATED BY NOLAN/HAUG ENVIRONMENTAL SERVICES COMPANY.
- DENOTES EASEMENT LINE
- DENOTES SETBACK LINE
- DENOTES PROPOSED STORM SEWER
- DENOTES PROPOSED SILT / TREE PROTECTION FENCE
- DENOTES DIRECTION OF DRAINAGE
- DENOTES PROPOSED WELL LOCATION
- DENOTES WETLAND/VEGETATIVE BUFFER
- DENOTES WETLAND/VEGETATIVE BUFFER SIGN
- DENOTES PROPOSED BUILDING PAD AREA
- DENOTES PROPOSED YARD AREA
- DENOTES PROPOSED SEPTIC AREA
- DENOTES POND ACCESS

FOUNDING CALCULATIONS AND STORM SEWER DESIGN BY FLOHE ENGINEERING, INC.

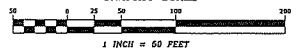
FLOHE ENGINEERING, INC.
 8778 LAKE DRIVE
 LINO LAKES, MN 55314

PHONE: (951) 361-8210
 FAX: (951) 361-8701

I HEREBY CERTIFY THAT THE SITEWORK MANAGEMENT AND DRAINAGE REPORT FOR THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Adam Quinell
 ADAM QUINELL
 DATE: 08/26/2024 LIC. NO. 42983

GRAPHIC SCALE



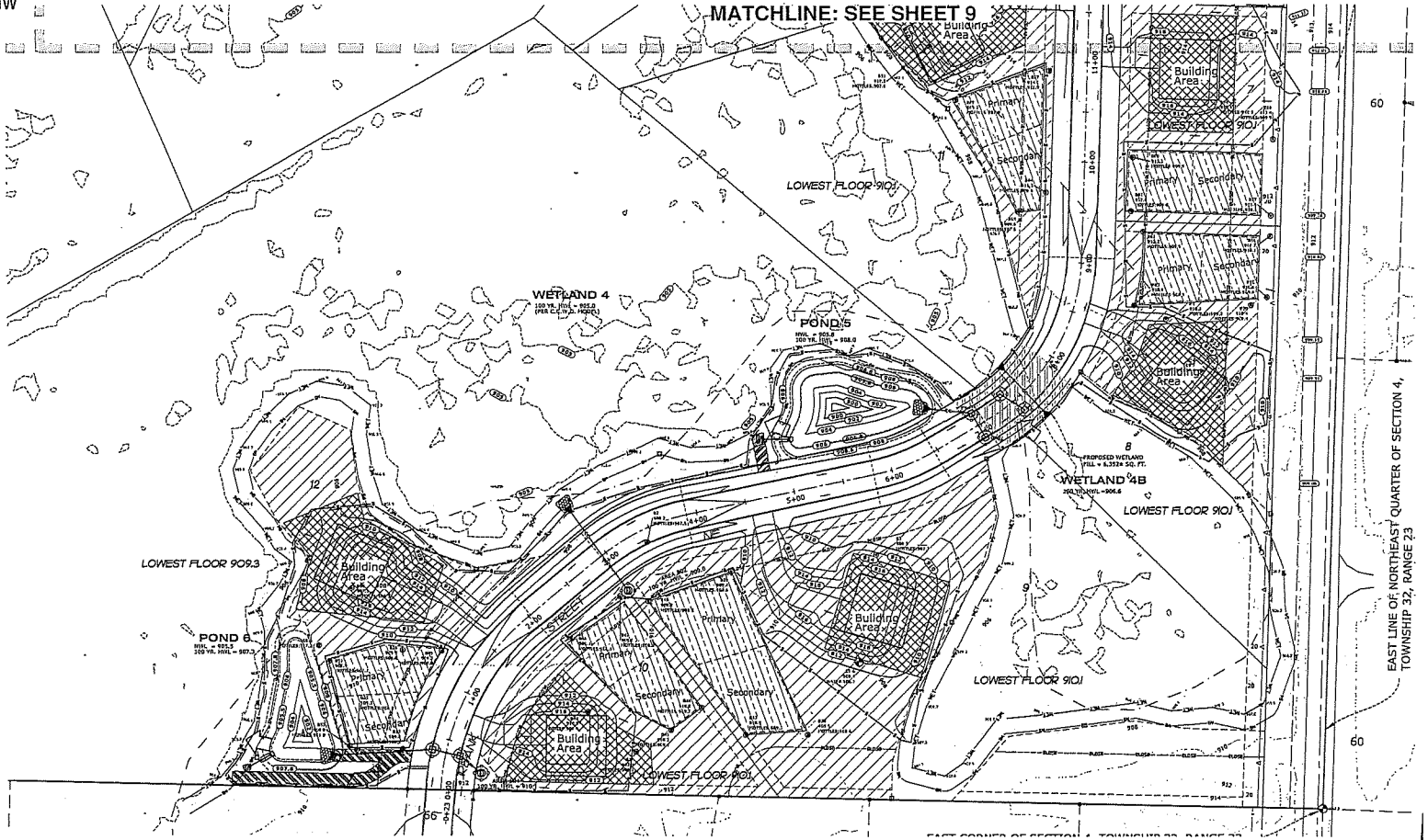
NOTES

- BENCHMARKS SHOWN ARE ON ANOKIA COUNTY DATUM.
- TOTAL LOT AREAS ARE CALCULATED TO STREET CENTERLINE PER ORDINANCE.
- 3 FOOT CONTOUR INTERVAL (NAVD 88).
- CONTOURS SHOWN ARE FOR UNWEIGHED DRAINAGE DISTRIBUTION AND FIELD VERIFICATION.
- ALL WETLAND POINTS AND ADJACENT PATCHES TO BE SAVED AT FULL DEPTH.
- TYPICAL AREAS TO BE CLASSIFIED WITHIN 2 DAYS AFTER COMPLETION OF ROUGH GRADING OR DRAINAGE.
- SEE PRELIMINARY TRAILER PERMITS FOR STORM DRAINAGE, INVERTS, AND SIZES.
- TRADITIONAL SOIL TESTING COMPLETED SEPTIC SOIL BORDERS.
- BRAUN INTERTEC IS MONITORING SITE DRAINAGE ELEVATIONS WITH PHOTOPOINTS, ANTICIPATED GROUNDWATER ELEVATIONS ARE BASED ON PRELIMINARY INFORMATION AND ARE SUBJECT TO REVISION.
- ALL TYPICAL UNWEIGHED 4" PROTECTED WITH TRAILER GUARDS.
- PROVIDE CLASS III RIPRAP WITH FILTER FABRIC FOR ALL PIPE OUTLETS. INSTALL 6" OF TOPSOIL ON RIPRAP IN WETLAND BUFFERS AND SEED WITH SEED AND FERTILIZER 2x/yr.
- IF DRAINAGING IS REQUIRED, THE CONTRACTOR SHALL APPLY FOR A 4H DNR DRAINAGING PERMIT AND WILL PROVIDE NEIGHBOR LOCATION, PAVES, DISCHARGE LOCATION, SCHEDULE AND QUANTITIES TO EACH 7 DAYS PRIOR TO ANY DRAINAGING OPERATIONS.
- CONTRACTORS MUST BE PROVIDED WITH DUNE FILTERS/ FACT SHEETS ON BARRIERS/TURTLES.
- DISTURBED SOILS AND STOCKPILES WILL BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 24 HOURS AFTER CONSTRUCTION ACTIVITY ON THAT AREA HAS TEMPORARILY CEASED.

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.

JASON E. RUD
 Date: 05/28/2024 License No. 41578

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



NO.	DATE	DESCRIPTION	BY
1	04/13/24	CITY COMMENTS	JHR
2	05/22/24	CITY COMMENTS	JHR
3			

NORTH

LIVABILITY PLAN

~of~ SWEDISH CHAPEL ESTATES
 ~for~ MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471

LEGEND

- SOIL BORINGS BY THERMVELL SOIL TESTING
- FOUNDATION BORINGS BY BRAUN INTEREST, INC.
- EXISTING SPOT ELEVATION
- WETLAND
- EXISTING 2 FOOT CONTOUR
- PROPOSED 2 FOOT CONTOUR
- WETLAND DELINEATED BY FORBIAHD ENVIRONMENTAL SERVICES COMPANY
- EASEMENT LINE
- SETBACK LINE
- PROPOSED STREAM CENTER
- PROPOSED SIX FOOT PROTECTION FLANGE
- DIRECTION OF OUTFALL
- PROPOSED WELL LOCATION
- WETLAND VEGETATIVE BUFFER
- WETLAND VEGETATIVE BUFFER SIGN
- PROPOSED BUILDING PAD AREA
- PROPOSED YARD AREA
- PROPOSED SEPTIC AREA
- 12 FOOT POND ACCESS

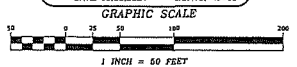
NOTES

- BEARINGS SHOWN ARE ON ANJON COUNTY DATUM.
- TOTAL LOT AREA ARE CALCULATED TO STREET CENTERLINE PER ORDINANCE.
- 2 FOOT CONTOUR INTERVAL SHOWN AS
- CONTOURS SHOWN ARE PER PROPOSED USLAR DISTRIBUTION AND FIELD VERIFICATION.
- ALL MATCH POINTS AND FINISH PATTERNS TO BE SAVED AT FULL DEPTH.
- SWP AREA TO BE SEIZED WITHIN 7 DAYS AFTER COMPLETION OF ROAD GRADING ON INACTIVITY.
- SEE WETLAND PLAN & PROFILE SHEETS FOR STORM SEWER RIMS, INVERTS, AND SIZES.
- TRACKVELL SOIL TESTING COMPLETED SPECIFIC SOIL BORINGS.
- BRAUN INTEREST IS MONITORING SITE DURING WATER ELEVATIONS WITH PROFILES, ANTICIPATED DISORGANIZED ELEVATIONS ARE BASED ON PRELIMINARY INFORMATION AND ARE SUBJECT TO REVISION.
- ALL THE AREAS UNDER OF PROPOSED WITH TRACK ELEVATIONS.
- PROPOSED CLAS IN WETLAND BUFFER FOR ALL THE OUTFALLS. INSTALL 6" OF TOPSOIL OR BRUSH IN WETLAND BUFFERS AND SEED WITH SEED MIX INWOT 25-25.
- IF REWATERING IS REQUIRED, THE CONTRACTOR SHALL APPLY FOR A 60 DAY DRAINAGE PERMIT AND WELL PERMITS WELL-FIELD LOCATIONS, NOTES, DISCHARGE LOCATIONS, SCHEDULE AND QUANTITIES TO COME 7 DAYS PRIOR TO ANY DRAINAGE OPERATIONS.
- CONTRACTORS MUST BE PROVIDED WITH OWN FILTERS/FACT SHEETS ON BUSINESS TUBES.
- DISTURBED SOILS AND STOCKPILES WILL BE TEMPORARILY OR PERMANENTLY ESTABLISHED WITHIN 24 HOURS AFTER CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

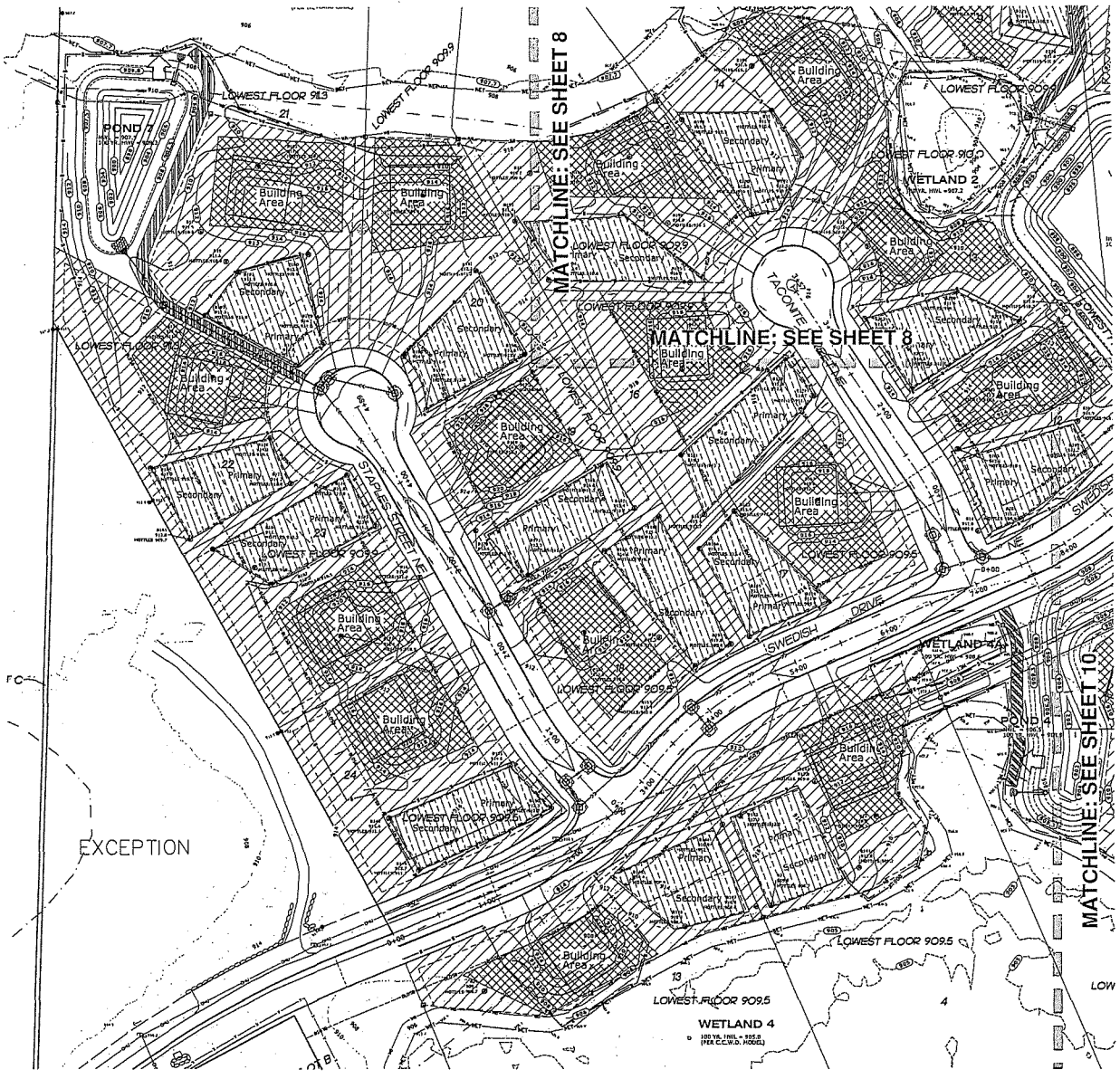
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON S. AUST
 Date: 05/28/2024 License No. 41578

POUNDING CALCULATIONS AND STORM SEWER DESIGN BY
PLOWE ENGINEERING, INC.
 8775 LAKE DRIVE
 LINO LAKES, MN 55014
 PHONE: (951) 361-8210
 FAX: (951) 361-8791
 I HEREBY CERTIFY THAT THIS SITEWORKER MANAGEMENT AND DRAINAGE REPORT FOR THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 Adam Connel
 ADAM CONNELL LIC. NO. 43263
 DATE: 05/28/2024



A. 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
 www.aegrud.com



NO.	DATE	DESCRIPTION	BY
1	04/17/24	CITY COMMENTS	MHD
2	05/23/24	CITY COMMENTS	MHD

LIVABILITY CHART

~of~ SWEDISH CHAPEL ESTATES
 ~for~ MN DEVELOPMENTS, LLC.
 17404 WARD LAKE DRIVE NW
 ANDOVER, MN 55304
 (612) 799-1471

Livability Standards

All residential lots shall contain at least 25,000 square feet of land which has above the 100 year flood contour, or the 25,000 square feet, the following additional requirements must be present:

A. **1575 Area** Each lot must contain at least 2,000 square feet of developed area which is reserved for both the 1575 ordinary high water mark and a future 1575. The 1575 Area must be contiguous to the eligible building area and the lot line, but the entire 1575 Area must exist at an elevation at least one foot above the ordinary high water mark and must be filled with earth which meets the requirements of Rule 2000 of the Minnesota Pollution Control Agency for 1575 construction standards. The 1575 Area may be reserved in advance, provided they do not encroach into areas reserved by easement or otherwise for roadway, drainage or utility purposes, and provided that all of the area can be reasonably used for 1575 construction without the need for wetlands.

B. **Eligible Building Area** Each lot shall contain at least 10,000 square feet of nonflooded land which lies at an elevation at least four feet above Unavailable Safe. The eligible building area may not be irregular in shape, and shall be generally rectangular or oval, with no protrusions, narrow necks or peninsulas. Eligible building areas may not encroach into areas reserved by easement or otherwise for roadway, drainage or utility purposes. Fill may be used to create eligible building areas.

C. **Yard Area** Each lot shall contain at least 13,000 contiguous square feet which:
 1) Lies above the 100 year flood contour, and
 2) Lies at least one foot above water protection for the retention stage of the 100 year flood, and
 3) Is contiguous to the eligible building area for a distance of at least fifty percent of the lot's perimeter of the eligible building area.
 Yard areas may encroach into the enclosed easement area which lies at a distance of ten feet from the perimeter of the lot, and may encroach into areas reserved by easement or otherwise for other public utility purposes, but may not encroach into any other area reserved by definition or otherwise for road or drainage purposes, any may not encroach into any area within the 100 year flood contour or the designated wetlands. Yard areas may be irregular in shape except within thirty feet of the location where the yard area is contiguous to the eligible building area, at which location the yard area shall be a logical extension or expansion of the generally rectangular or oval shape of the eligible building area. Fill may be used to create yard areas.


D. **Building Foot Areas** The entire building foot must be within the eligible building area, and shall meet the separation requirements for the eligible building area.

E. Low Floor Elevations

1) For watered elevations, the low floor elevation shall be at least one foot above the 100 year flood contour, but, notwithstanding the 100 year flood contour, the low floor elevation shall be above the 100 year flood contour, as determined by the CE's engineer.
 2) For other elevations, the low floor elevation shall be at least one foot above the 100 year flood contour, but, notwithstanding the 100 year flood contour, the low floor elevation shall be above the 100 year flood contour, as determined by the CE's engineer.

Lot	Block	Total Lot Area (Ac. R.)	Yard Area (Ac. R.)	Septic Area (Ac. R.)	Building Foot Area (Ac. R.)	Proposed Driveway Foot Above Unavailable (Ac. R.)	Garage Floor Elevation	Proposed Low Floor Elev.	Proposed Low Floor Elev.	Lowest Floor Elevation	1575 Area		Low Floor Anticipated	Low Floor Anticipated	Determine Factor	Determine Elevation	Determine Elevation	Building Type	Custom Grant		
											Anticipated Elevation	Groundwater Elevation									
1	1	48,372	15,024	7,887	10,329	10,329	918.1	917.1	919.3	928.8	928.8	928.8	928.8	928.8	928.8	928.8	928.8	928.8	928.8	NO	
2	1	84,927	20,839	7,008	10,342	10,343	918.9	917.0	919.8	929.8	929.8	929.8	929.8	929.8	929.8	929.8	929.8	929.8	929.8	929.8	NO
3	1	58,991	18,105	8,099	10,007	10,007	917.8	917.8	914.7	909.5	906.5	906.5	906.5	906.5	906.5	906.5	906.5	906.5	906.5	906.5	NO
4	1	49,366	17,343	8,249	10,001	10,001	918.0	917.7	914.9	911.7	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
5	1	48,368	12,900	7,552	10,021	10,021	918.0	917.7	914.9	911.7	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
6	1	51,007	13,207	7,724	10,028	10,028	918.0	917.0	914.2	916.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
7	1	69,328	13,210	8,190	10,001	10,001	918.0	917.0	914.2	918.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
8	1	81,458	14,254	8,081	10,044	7,087	917.2	917.5	911.9	918.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
9	1	176,322	47,667	11,857	10,000	7,289	918.5	917.5	911.5	918.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
10	1	48,445	16,421	7,808	10,258	10,259	917.1	916.1	913.3	918.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	907.1	NO
1	2	68,183	20,653	8,863	10,608	8,863	918.5	917.6	911.5	910.8	908.8	908.8	908.8	908.8	908.8	908.8	908.8	908.8	908.8	908.8	NO
2	2	47,889	12,588	7,728	10,398	8,858	918.0	917.0	911.0	910.8	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	NO
3	2	78,702	12,579	7,858	10,140	6,388	917.8	917.0	910.8	910.6	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	NO
4	2	196,358	20,477	7,467	10,459	8,911	918.1	908.6	908.5	908.2	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	NO
5	2	84,204	18,898	8,215	11,500	8,120	917.2	918.0	910.8	918.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	NO
6	2	168,875	12,530	7,818	10,595	8,155	917.8	918.1	918.1	908.5	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	908.0	NO

FOUNDING CALCULATIONS AND STORM CENTER DESIGN BY PLOWE ENGINEERING, INC.



PLOWE ENGINEERING, INC.
 8778 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014

DATE: 08.28.2024 LIC. NO. 49893

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.

Jason R. Rud
 JASON R. RUD
 Date: 05/28/2024 License No. 41578

NOTES: * INDICATES DROPPED GARAGE ELEVATIONS BASED UPON 1/2 COURSE BASHMENT
 (W) INDICATES STATIC GROUNDWATER ELEVATION
 LOW ELEVATIONS LISTED ARE REFLECTING THE LOW YARD LOW GROUND.

E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-0200 Fax (651) 361-8701

DRAWN BY: JER	FILED: JER	DATE: 09/20/24
CHECK BY: JER	FILED: JER	
1	05/28/24	CITY COMMISSIONER
2	05/28/24	CITY COMMISSIONER
3		
NO.	DATE	DESCRIPTION

SWEDISH CHAPEL ESTATES HAM LAKE, MN REMOVALS PLAN



Prepared for: M Development, LLC
Date: 05/13/2014
Sheet No.: 0018

NO.	DATE	REVISION
1	05/13/2014	ISSUED FOR PERMITS
2		
3		
4		
5		
6		
7		
8		
9		
10		

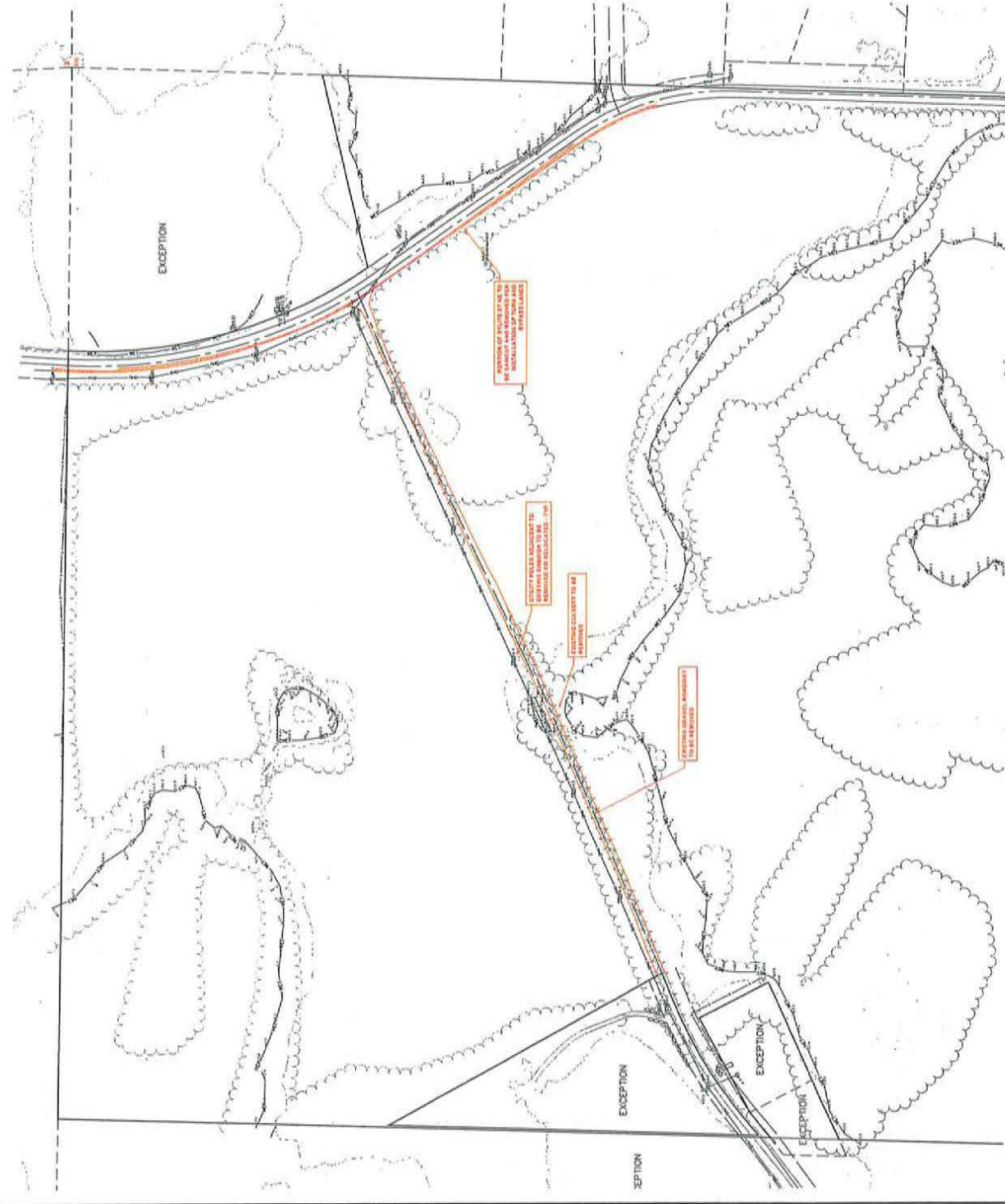
PLOWE ENGINEERING, INC.
1114 LAKESIDE DRIVE
MINNETONKA, MN 55345
TEL: 952.895.1111
WWW.PLOWEENGINEERING.COM

- ### GENERAL NOTES
1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF EXISTING UTILITIES AND THE DEPTH OF ANY EXCAVATION. EXISTING UTILITIES LOCATED PRIOR TO ANY EXCAVATION SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ENGINEER, UTILITIES DEPARTMENT AND OTHER AGENCIES FOR ANY EXCAVATION. THE CONTRACTOR SHALL NOT BE ALLOWED TO EXCAVATE ANY UTILITIES OR OTHER STRUCTURES UNLESS A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER, UTILITIES DEPARTMENT AND OTHER AGENCIES. ALL ELECTRICAL, TELEPHONE AND GAS EXTENSIONS INCLUDING CATCH BASINS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY EXCAVATION. ALL UTILITY WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.

- ### STORM SEWER NOTES
1. STORM SEWER SHALL BE 18" DIA. AND LAYING OF EXISTING STORM SEWER SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 2. ALL NEW STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 3. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 4. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 5. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 6. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 7. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 8. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 9. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 10. ALL STORM SEWER SHALL BE 18" DIA. AND LAYING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

LEGEND

Symbol	Description
Symbol	EXISTING STORM SEWER
Symbol	PROPOSED STORM SEWER
Symbol	EXISTING CATCH BASIN
Symbol	PROPOSED CATCH BASIN
Symbol	EXISTING MANHOLE AND ELECTRICAL
Symbol	PROPOSED MANHOLE AND ELECTRICAL
Symbol	EXISTING DRIVE
Symbol	PROPOSED DRIVE
Symbol	EXISTING DRIVE
Symbol	PROPOSED DRIVE
Symbol	EXISTING DRIVE
Symbol	PROPOSED DRIVE
Symbol	EXISTING DRIVE
Symbol	PROPOSED DRIVE
Symbol	EXISTING DRIVE
Symbol	PROPOSED DRIVE



DATE PLOTTED: 05/13/2014 10:00 AM. PLOT BY: J. J. PLOWE. PLOT SCALE: 1" = 40'. PLOT SHEET: R. PLOT TOTAL SHEETS: 18.

1. Check any notes that have been prepared by the engineer and approved and sealed by the State of Minnesota.

NO.	DATE	DESCRIPTION
1	02/24/20	PRELIMINARY UTILITY PLAN
2	02/24/20	ADD NOTES
3	02/24/20	ADD NOTES
4	02/24/20	ADD NOTES
5	02/24/20	ADD NOTES
6	02/24/20	ADD NOTES
7	02/24/20	ADD NOTES
8	02/24/20	ADD NOTES
9	02/24/20	ADD NOTES
10	02/24/20	ADD NOTES
11	02/24/20	ADD NOTES
12	02/24/20	ADD NOTES
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14	02/24/20	ADD NOTES
15	02/24/20	ADD NOTES
16	02/24/20	ADD NOTES
17	02/24/20	ADD NOTES
18	02/24/20	ADD NOTES
19	02/24/20	ADD NOTES
20	02/24/20	ADD NOTES
21	02/24/20	ADD NOTES
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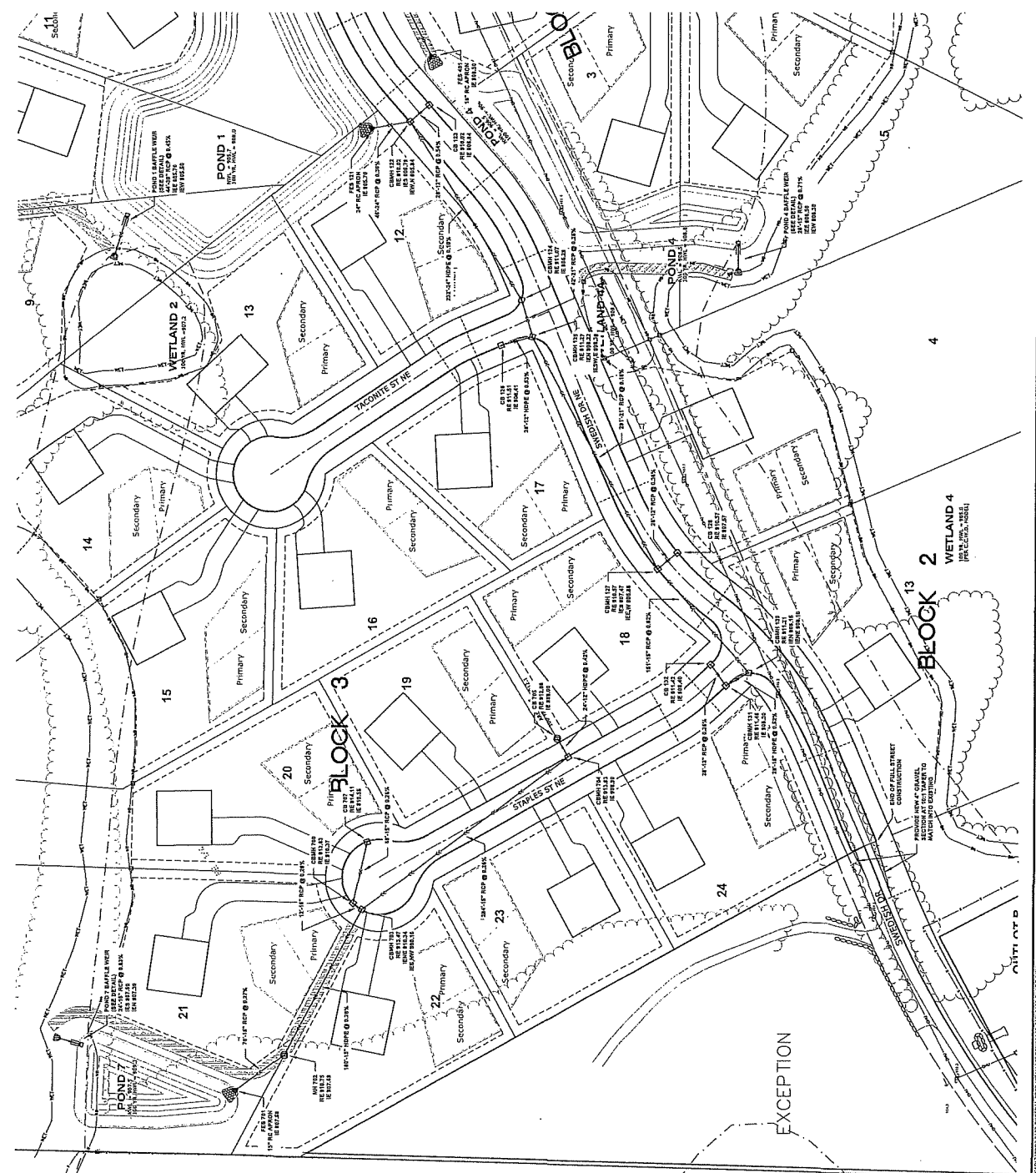
2. Check any notes that have been prepared by the engineer and approved and sealed by the State of Minnesota.



LEGEND

○	EXISTING STORM CATCH BASIN
○	EXISTING MANHOLE SECTION
○	EXISTING 18" DIA. WETLAND PIPE
○	WETLAND BUTTS
○	WETLAND BUTTS JOINT
○	PROPOSED STORM CATCH BASIN
○	PROPOSED MANHOLE SECTION
○	PROPOSED 18" DIA. WETLAND PIPE
○	PROPOSED 18" DIA. WETLAND JOINT

- ### GENERAL NOTES
1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING THE TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THESE UTILITIES. UNLESS OTHERWISE NOTED, ALL UTILITIES ARE ASSUMED TO BE AS SHOWN ON THESE DRAWINGS.
 2. EXISTING UTILITIES LOCATING FROM TO ANY EXISTING UTILITIES SHALL BE SHOWN ON THESE DRAWINGS.
 3. THE LOCATION OF EXISTING UTILITIES AND ANY ENGINEER OF ANY TYPE SHALL BE SHOWN ON THESE DRAWINGS.
 4. JUST BEFORE SMALL CONCRETE TO THE CITY STANDING.
 5. PROPOSED STORM CATCH BASIN SHALL NOT BE ALLOWED ON PUBLIC RIGHTS OF WAY OR WITHIN PUBLIC RIGHT OF WAY. A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY UTILITY CONSTRUCTION, ALL UTILITY LOCATIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANIES.
- ### STORM SEWER NOTES
1. FIELD VERIFY FINAL ELEVATION AND LOCATION OF EXISTING UTILITIES PRIOR TO ANY INSTALLATIONS.
 2. ALL EXISTING UTILITIES SHALL BE SHOWN ON THESE DRAWINGS.
 3. DO NOT REPAIR OR REPLACE EXISTING UTILITIES UNLESS NECESSARY.
 4. PROPOSED STORM SEWER SHALL BE 18" DIA. WITH R-4 (OR REINFORCED CONCRETE PIPE (RCP) ANSI C91 WITH R-4) ON PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294 AND SHALL BE CONFORMING TO THE REQUIREMENTS OF SAND/AGGREGATE MATERIAL FOR SAND/AGGREGATE AND CONCRETE PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D2688.
 5. DO NOT REPAIR OR REPLACE EXISTING UTILITIES UNLESS NECESSARY.
 6. PROPOSED STORM SEWER SHALL BE 18" DIA. WITH R-4 (OR REINFORCED CONCRETE PIPE (RCP) ANSI C91 WITH R-4) ON PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294 AND SHALL BE CONFORMING TO THE REQUIREMENTS OF SAND/AGGREGATE MATERIAL FOR SAND/AGGREGATE AND CONCRETE PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D2688.
 7. THE LAST THREE SECTIONS OF CONCRETE PIPE, INCLUDING APPROX. 10' OF EACH END, SHALL BE WRAPPED WITH FIBRIC OR OTHER APPROVED JOINT WRAPPING.
 8. ALL UTILITY LOCATIONS SHALL BE SHOWN ON THESE DRAWINGS.
 9. SEE SHEET C1.1 FOR STRUCTURE SCHEDULE.



PLOW ENGINEERING, INC.
2015 W. WISCONSIN AVE.
SUITE 200
MINNEAPOLIS, MN 55415
PH: (612) 331-1311
FAX: (612) 331-1311

NO.	DATE	DESCRIPTION
1	08-13-2024	ISSUE FOR PERMIT
2	08-13-2024	ISSUE FOR PERMIT
3	08-13-2024	ISSUE FOR PERMIT
4	08-13-2024	ISSUE FOR PERMIT
5	08-13-2024	ISSUE FOR PERMIT
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8	08-13-2024	ISSUE FOR PERMIT
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10	08-13-2024	ISSUE FOR PERMIT

DATE	DESCRIPTION
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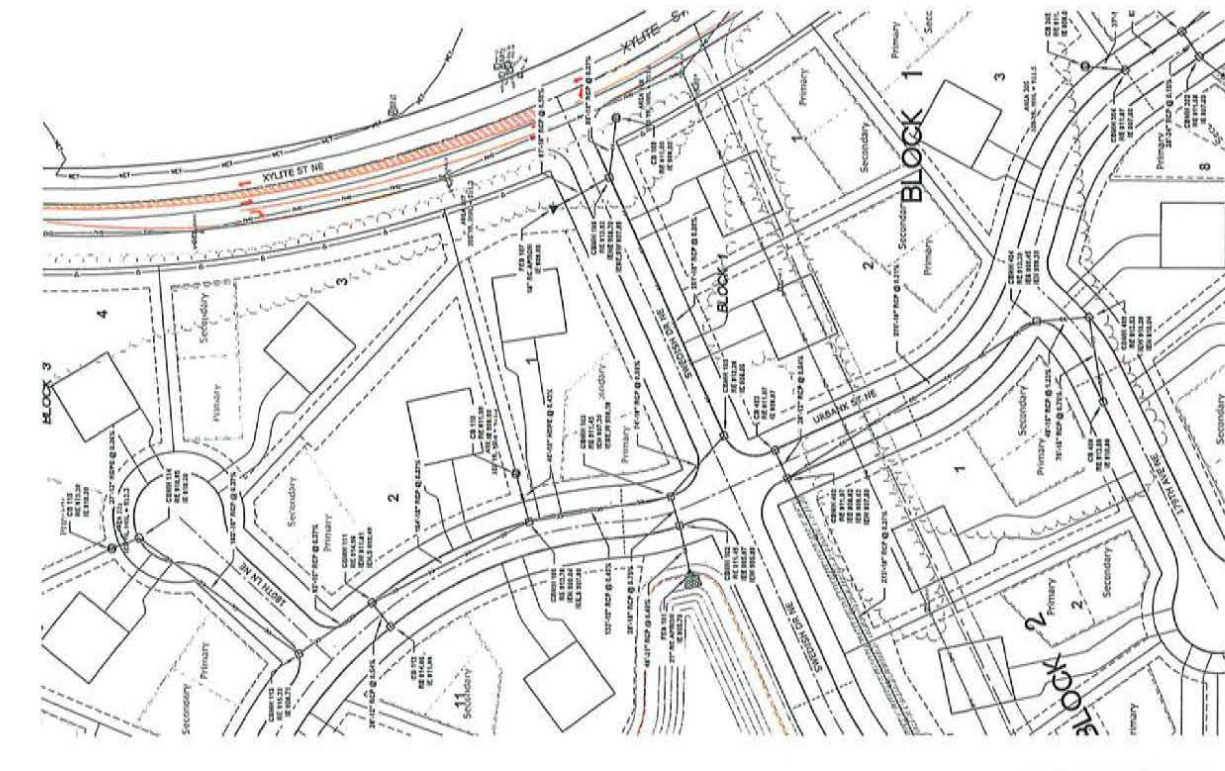
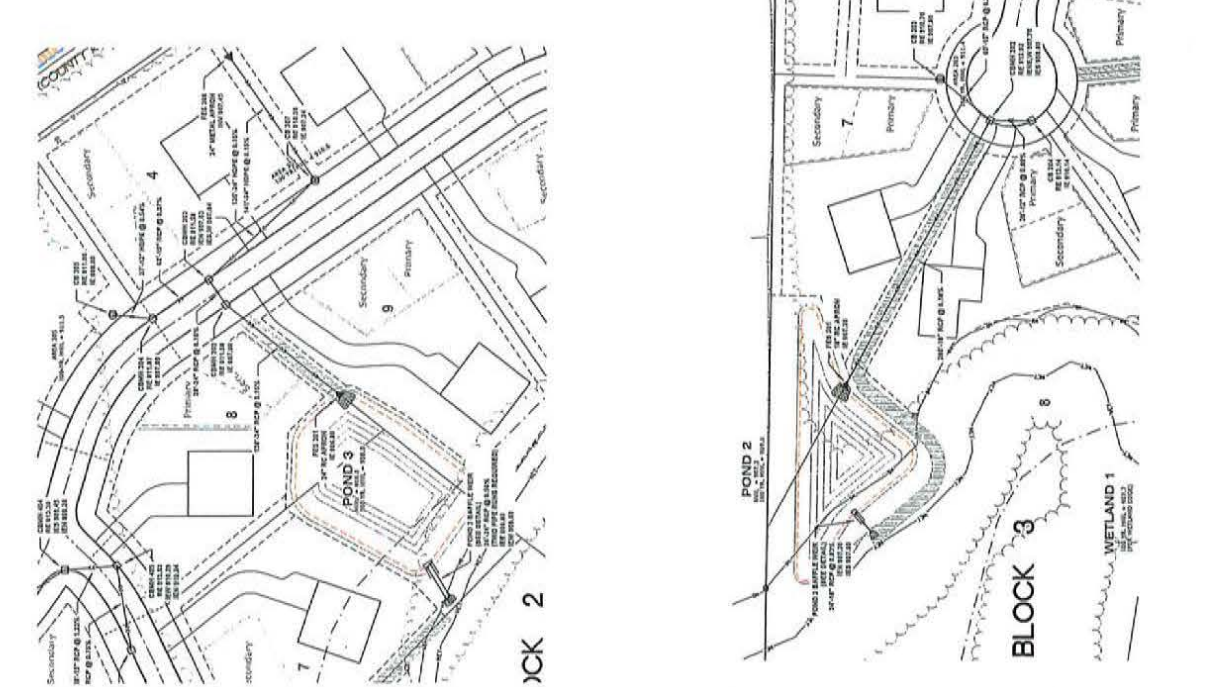


GENERAL NOTES

- THE INFORMATION SHOWN ON THESE DRAWINGS CONSIDERING THE LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED BY THE ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR HARMING OR DISTURBING EXISTING UTILITIES. THE ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES THROUGH THE USE OF GROUND PENETRATING RADAR (GPR) OR OTHER APPROPRIATE METHODS.
- EXISTING UTILITIES LOCATIONS SHOWN TO NOT MATCH FIELD CONDITIONS SHALL BE CORRECTED TO MATCH FIELD CONDITIONS.
- LOCATION OF EXISTING UTILITIES AND NOTED LOCATIONS OF ANY UTILITIES SHALL BE SHOWN ON ALL SHEETS.
- STORM SEWER AND SANITARY SEWER SHALL BE ALLOWED TO CROSS OVER EXISTING UTILITIES AT AN ANGLE OF 90 DEGREES. THE CROSSING SHALL BE MADE AT THE POINT OF INTERSECTION OF THE EXISTING UTILITY AND THE NEW UTILITY. THE CROSSING SHALL BE MADE AT THE POINT OF INTERSECTION OF THE EXISTING UTILITY AND THE NEW UTILITY.
- ALL ELECTRICAL, TELEPHONE, AND GAS EXTENSIONS INCLUDING ALL NECESSARY CONCEALED, ALL UTILITIES CONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANIES.

STORM SEWER NOTES

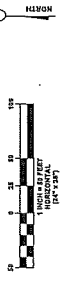
- STORM SEWER SHALL BE INSTALLED AND SHALL BE OF SUFFICIENT SIZE TO ACCOMMODATE THE DESIGN FLOWS AND PEAK FLOWS TO ANY INSTALLATIONS.
- STORM SEWER SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION (DOT) AND THE MINNESOTA DEPARTMENT OF HEALTH (DOH).
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1. This utility plan was prepared by the Engineer and is based on the information provided by the client. The Engineer is not responsible for the accuracy of the information provided by the client. The Engineer is not responsible for the accuracy of the information provided by the client. The Engineer is not responsible for the accuracy of the information provided by the client.

NO.	DATE	DESCRIPTION
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2	05/22/2014	ISSUED FOR PERMIT
3	05/22/2014	ISSUED FOR PERMIT
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18	05/22/2014	ISSUED FOR PERMIT
19	05/22/2014	ISSUED FOR PERMIT
20	05/22/2014	ISSUED FOR PERMIT

PLOWE ENGINEERING, INC.
17500 WINDY HILL DRIVE
MINNETONKA, MN 55345
TEL: 952.891.8378
WWW.PLOWEENGINEERING.COM



GENERAL NOTES

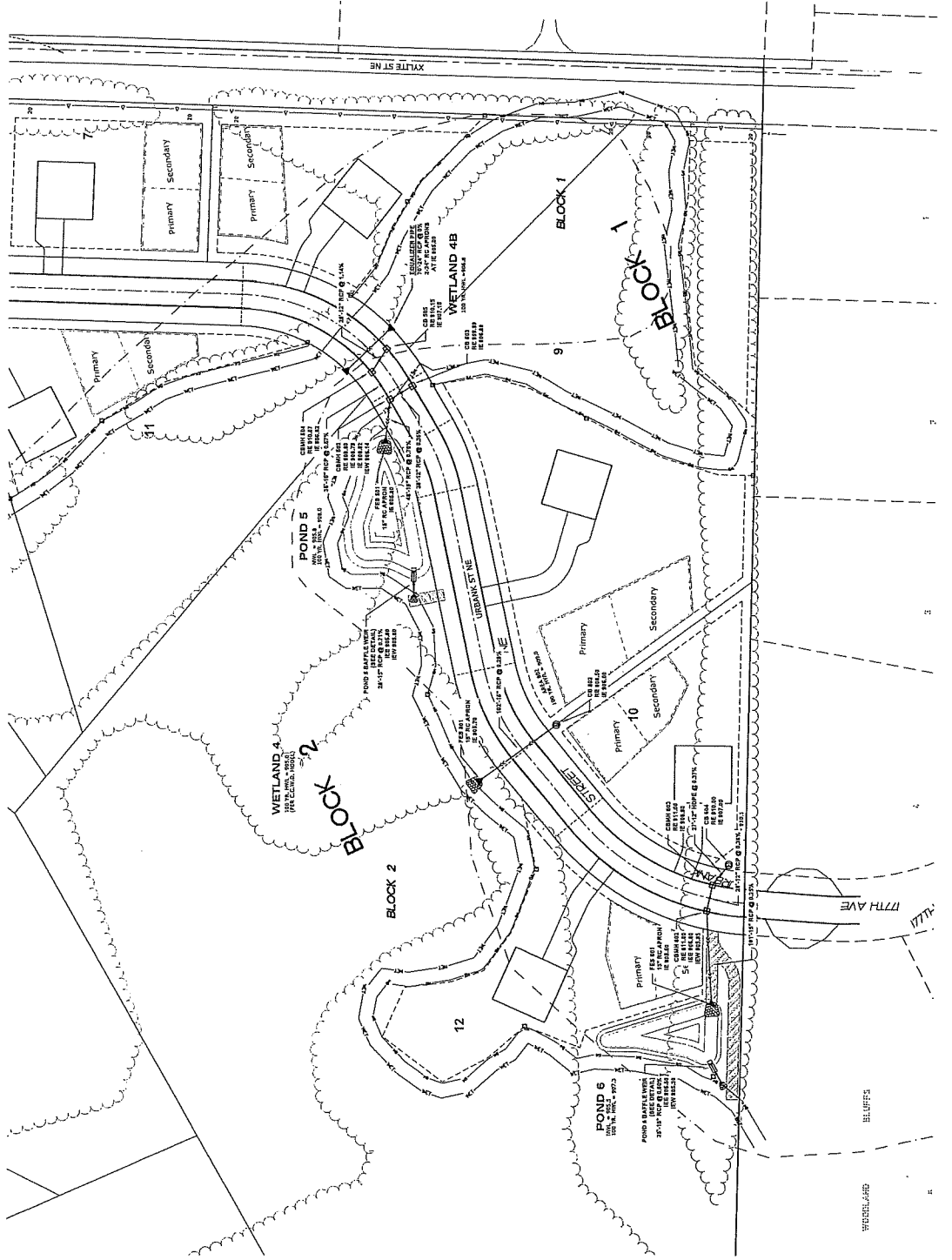
1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING THE LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND HAS BEEN RESPONSIBLE FOR MAKING HIS DETERMINATION AS TO THE LOCATION OF EXISTING UTILITIES. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATIONS.
2. EXCAVATIONS SHALL BE MADE TO THE DEPTH OF ANY EXISTING UTILITIES AND NOT DEEPER.
3. THE LOCATION OF EXISTING UTILITIES AND NOT DEEPER OF ANY EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CLIENT. THE CLIENT SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO ANY EXCAVATIONS.
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STORM SEWER NOTES

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LEGEND

- EXISTING STORM SEWER
- EXISTING CATCH BASIN
- EXISTING MANHOLE SECTION
- EXISTING UTILITY SECTION
- WETLAND BUFFER
- WETLAND BUFFER SIGNAGE
- PROPOSED STORM SEWER PIPE
- PROPOSED CATCH BASIN
- PROPOSED MANHOLE SECTION
- PROPOSED FLARED PIPE SECTION
- PROPOSED 18" DIA. PIPE



THESE MANAGEMENT PRACTICES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE PRACTICES. THE CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE PRACTICES.

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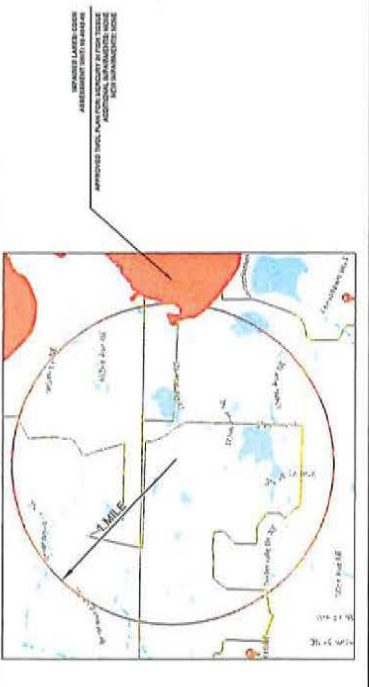
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MAP OF SURFACE WATERS



PROJECT LOCATION
 SWEDISH CHAPEL ESTATES
 PROJECT LOCATION
 ILM LAKE, IN
 AN DEVELOPMENT, LLC

PREPARED BY
 PLOWME ENGINEERING, INC.
 PROJECT LOCATION
 ILM LAKE, IN
 AN DEVELOPMENT, LLC

DATE
 10/20/2011

DESIGNER
 PLOWME ENGINEERING, INC.
 PROJECT LOCATION
 ILM LAKE, IN
 AN DEVELOPMENT, LLC

PROJECT NO.
 SWPPP

SCALE
 AS SHOWN

CONTRACT NO.
 SWPPP

CONTRACT NAME
 SWPPP

CONTRACT DATE
 10/20/2011

CONTRACT NO.
 SWPPP

CONTRACT NAME
 SWPPP

CONTRACT DATE
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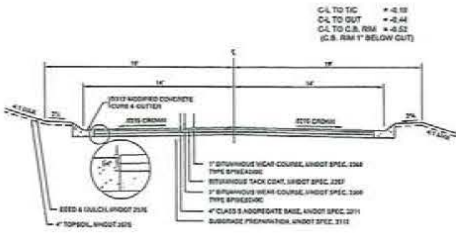
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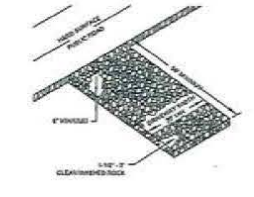
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GENERAL NOTES

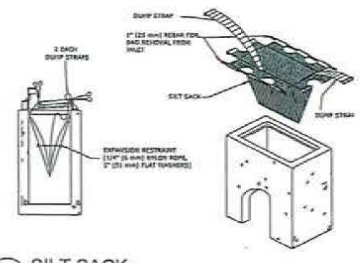
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE PRACTICES.
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TYPICAL STREET SECTION (7-TON)
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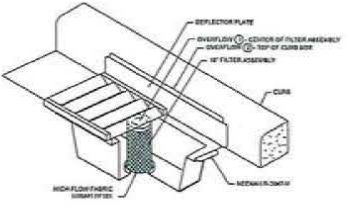
ROCK CONSTRUCTION EXIT
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SILT SACK
 N.T.S.



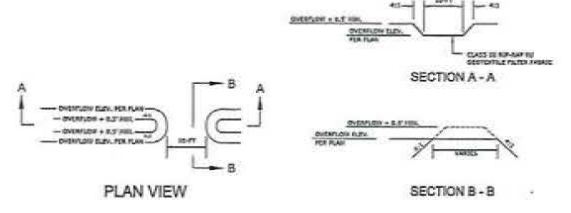
TYPICAL POND SECTION
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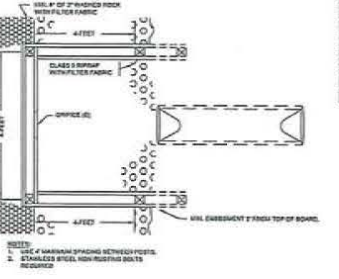
WIMCO INLET PROTECTION
 N.T.S.



WETLAND BUFFER SIGNAGE
 N.T.S.



RIP-RAP OVERFLOWS
 N.T.S.



POND OUTLET BAFFLE WEIR
 N.T.S.

	POND NUMBER						
	1	2	3	4	5	6	7
NYWL	A	205.7	207.2	206.8	205.5	205.4	205.5
TOP OF BOARDS	D	208.0	208.0	208.8	208.8	208.0	207.3
ORIFICE TYPE	E	RECT	RECT	RECT	CIRCLE	CIRCLE	RECT
ORIFICE DIAMETER	E	15/8	15/8	15/8	8.2	7.3	8.3
ORIFICE WIDTH	IN	23.0	22.0	28.3	n/a	n/a	n/a
ORIFICE HEIGHT	IN	27.6	23.6	24.0	n/a	n/a	23.6
BOTTOM OF BOARD 1	C	205.2	208.7	206.3	206.0	205.3	205.0
BOTTOM OF OPENING	B	204.7	208.2	205.8	205.5	204.8	204.5
DOWNSTREAM INVERT	F	205.50	207.00	206.00	205.00	205.00	207.30

SIDE VIEW

#	SIZE	CASTING	#	SIZE	CASTING	#	SIZE	CASTING
202	48" DIA.	NEENAH R-3246-C	202	48" DIA.	NEENAH R-3246-C	502	48" DIA.	NEENAH R-3246-C
203	48" DIA.	NEENAH R-3246-C	203	MINDOT TYPE G	NEENAH R-2577	503	2 x 3	NEENAH R-3246-C
205	2 x 3	NEENAH R-3246-C	204	2 x 3	NEENAH R-3246-C	504	48" DIA.	NEENAH R-3246-C
206	48" DIA.	NEENAH R-3246-C	205	2 x 3	NEENAH R-3246-C	505	2 x 3	NEENAH R-3246-C
208	MINDOT TYPE G	NEENAH R-2577	302	48" DIA.	NEENAH R-3246-C			
209	48" DIA.	NEENAH R-3246-C	303	48" DIA.	NEENAH R-3246-C	602	48" DIA.	NEENAH R-3246-C
210	48" DIA.	NEENAH R-3246-C	304	48" DIA.	NEENAH R-3246-C	603	48" DIA.	NEENAH R-3246-C
211	48" DIA.	NEENAH R-3246-C	305	MINDOT TYPE G	NEENAH R-2577	604	MINDOT TYPE G	NEENAH R-2577
212	2 x 3	NEENAH R-3246-C	307	48" DIA.	NEENAH R-2577			
213	48" DIA.	NEENAH R-3246-C				702	48" DIA.	NEENAH R-3246-C
214	48" DIA.	NEENAH R-3246-C	400	48" DIA.	NEENAH R-3246-C	703	48" DIA.	NEENAH R-3246-C
215	48" DIA.	NEENAH R-3246-C	401	2 x 3	NEENAH R-3246-C	704	48" DIA.	NEENAH R-3246-C
222	48" DIA.	NEENAH R-3246-C	404	48" DIA.	NEENAH R-3246-C	705	MINDOT TYPE G	NEENAH R-2577
223	2 x 3	NEENAH R-3246-C	405	48" DIA.	NEENAH R-3246-C	706	48" DIA.	NEENAH R-3246-C
224	48" DIA.	NEENAH R-3246-C	406	2 x 3	NEENAH R-3246-C	707	2 x 3	NEENAH R-3246-C
225	48" DIA.	NEENAH R-3246-C						
226	2 x 3	NEENAH R-3246-C				802	MINDOT TYPE G	NEENAH R-2577
227	48" DIA.	NEENAH R-3246-C						
228	2 x 3	NEENAH R-3246-C						
230	48" DIA.	NEENAH R-3246-C						
231	48" DIA.	NEENAH R-3246-C						
232	2 x 3	NEENAH R-3246-C						

SWEDISH CHAPEL ESTATES
 THOMAS CARL, WI
 DETAILS

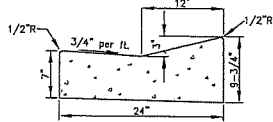
PREPARED FOR: MUI DEVELOPMENTS, LLC

PLOWE
 ENGINEERS, INC.
 1111 W. WISCONSIN ST.
 MILWAUKEE, WI 53233
 PHONE: 414.333.1111
 FAX: 414.333.1111

DATE: 03/23/2021
 DRAWN BY: J. J. JENSEN
 CHECKED BY: J. J. JENSEN
 SCALE: AS SHOWN

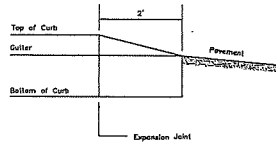
SHEET
C3.1

D312 MODIFIED CONCRETE CURB AND GUTTER HL-355A



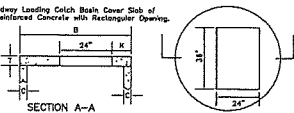
NOT TO SCALE

CURB END DETAIL HL-380A

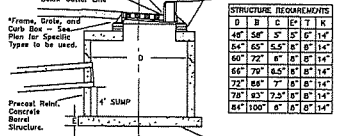


NOT TO SCALE

NOTE: H220 Roadway Loading Catch Basin Cover Slab of Precast Reinforced Concrete with Rectangular Opening.



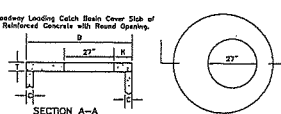
- Notes:
- Slabs needed for structure height greater than 4".
 - Cover Slab to Rest on Bed of Mortar on Full Thickness of Structure Walls, not to Rest on Pipe Tangue or Grime.
 - Location of Structure as Shown in Plans.
 - See Plans for Size and Curvature.



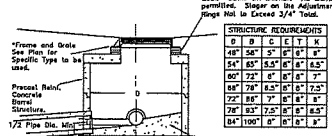
RECTANGULAR INLET FOR ROUND MANHOLE HL-465A2

NOT TO SCALE

NOTE: H220 Roadway Loading Catch Basin Cover Slab of Precast Reinforced Concrete with Round Opening.

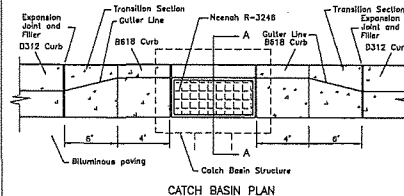


- Notes:
- Slabs needed for structure height greater than 4".
 - Cover Slab to Rest on Bed of Mortar on Full Thickness of Structure Walls, not to Rest on Pipe Tangue or Grime.
 - Location of Structure as Shown in Plans.

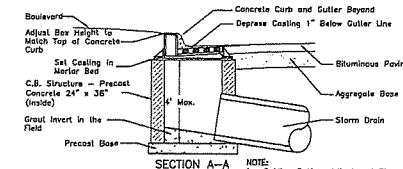


ROUND MANHOLE HL-465C

NOT TO SCALE



CATCH BASIN PLAN

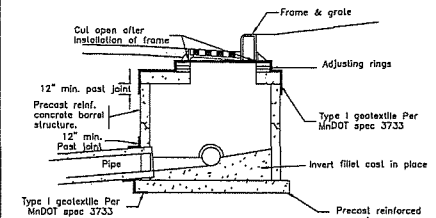


SECTION A-A

- NOTE:
- 2 Min., 3 Max. Adjustment Rings
 - Stagger on the adjustment rings not to exceed 3/4 inch total.

RECTANGULAR CATCH BASIN HL-459B

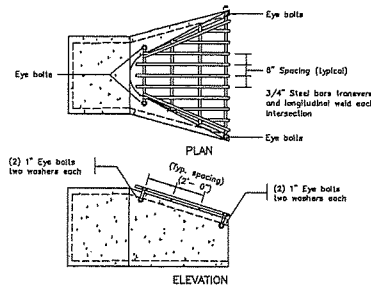
NOT TO SCALE



SECTIONAL VIEW

FABRIC AROUND CATCH BASIN HL-463A1

NOT TO SCALE



- Notes:
- Trash guard to be galvanized after fabrication.
 - The size of each trash guard will vary to fit the open size.
 - All bolts to be non-rusting stainless steel.
 - Weld all bolts to prevent entry after final storm sewer opening.
 - Round all steel bars such that ends are smooth and free of burrs.

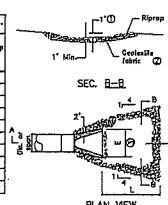
FOR PIPE DIAMETERS 30" AND SMALLER

RCP TRASH GUARD HL-466B

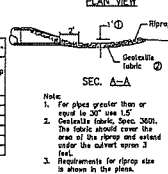
NOT TO SCALE

TABLE OF QUANTITIES

Dia. Pipe (in.)	L (ft.)	Riprap of RCP Outside		
		Class I Depth 6" (Cu. Yds)	Class II Depth 9" (Cu. Yds)	Class IV Depth 12" (Cu. Yds)
12	8	3.0	4.4	5.9
15	8	3.2	4.6	6.4
18	10	4.3	6.4	8.5
21	10	4.7	7.1	9.6
24	12	6.2	9.2	12.3
27	12	6.6	9.9	13.2
30	14	8.2	12.3	16.4
36	16	10.6	15.8	21.1
42	18	12.5	18.7	24.9
48	20	14.8	22.2	29.8



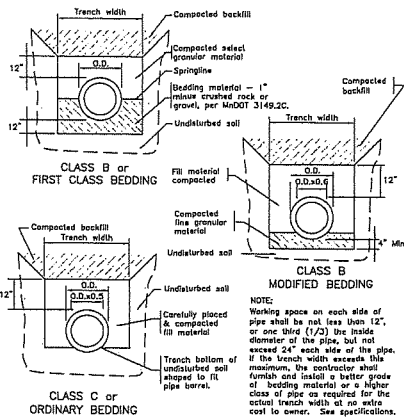
Span (ft.)	L (ft.)	Riprap at RCPA Outside		
		Class I Depth 6" (Cu. Yds)	Class II Depth 9" (Cu. Yds)	Class IV Depth 12" (Cu. Yds)
22	10	4.1	5.1	6.1
28	12	5.7	7.5	11.3
36	14	7.5	11.2	14.9
42	16	9.2	14.3	19.0
51	18	11.3	18.0	22.5
58	20	13.2	19.8	26.4



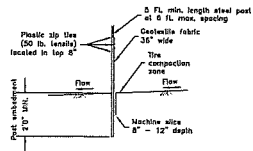
- NOTE:
- For pipe greater than or equal to 24" use 12" geotextile fabric, Spec. 2000. The fabric should cover the area of the riprap and extend under the outlet pipes 2 feet.
 - Preparation for riprap size is shown in the plans.

RIPRAP AT RCP OUTLETS HL-480A1

NOT TO SCALE



PIPE BEDDING EXCEPT PVC PIPE HL-652C
NOT TO SCALE



GENERAL SILT FENCE NOTES:

Refer to MDDOT specs. 2573 & 3888

Silt fence shall be installed along the contour (on a level horizontal plane).
Curve the end of the silt fence up-gradient so that it contains the muddy water.

Maximum contributing area shall be one acre.
No single fencing unit should exceed 330 feet.

Follow slope grade/length guidelines:

SLOPE GRADE	MAX. LENGTH
LESS THAN 2%	120 FT.
2 - 5%	75 FT.
5 - 10%	30 FT.
GREATER THAN 10%	15 FT.

SILT FENCE: MACHINE SLICED HL-760A
NOT TO SCALE

PLOWE
ENGINEERING, INC.
1001 N. WISCONSIN ST.
MILWAUKEE, WI 53233
PHONE: 818.1841
FAX: 818.1841



DESIGNED BY:
CHECKED BY:
DATE:
SCALE:

NO.	DATE	DESCRIPTION
1	06/23/2014	ISSUE FOR CONSTRUCTION

I hereby certify that this drawing was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin.
Adam Frazee
Date: 06/23/2014 License No. 01823

SWEDISH CHAPEL ESTATES
HAWK LAKE, IN
DETAILS
PREPARED FOR: MN DEVELOPERS, LLC

SHEET
C3.3

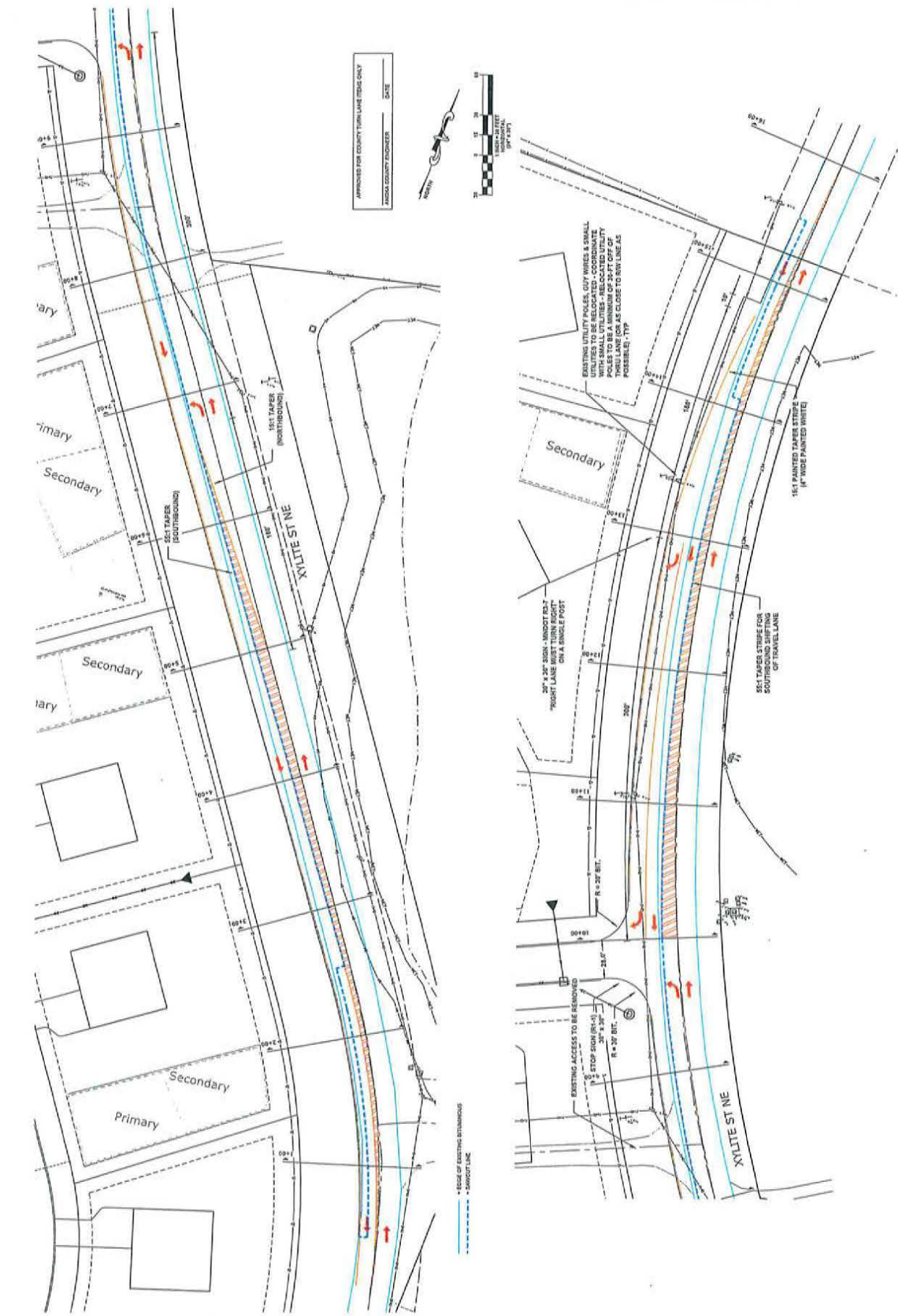
SWEDISH CHAPEL ESTATES
VAM LAKE, MN
LEFT & RIGHT TURN LANE PLAN

PREPARED FOR: M&M DEVELOPMENTS, LLC

DATE: 03-23-2014
DRAWN BY: J. J. JENSEN
CHECKED BY: J. J. JENSEN
DATE: 03-23-2014

PROJECT: SWEDISH CHAPEL ESTATES
SHEET: C4.1
DATE: 03-23-2014

PLOWE
ENGINEERING, INC.
10000 15th Avenue NW
Plymouth, MN 55441
TEL: 763-886-1100
WWW.PLOWEENGINEERING.COM



APPROVED FOR COUNTY TURN LANE ONLY
LOCAL COUNTY ENGINEER _____ DATE _____

GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.
2. CALL "X" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.
4. INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAIL PLATES.
5. STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.
6. NOTIFY CITY AND COOK CREEK WATERSHED DISTRICT (CCWD) A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
7. ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.

APPROVED FOR COUNTY TURN LANE ITEMS ONLY

ANOKA COUNTY ENGINEER _____ DATE _____



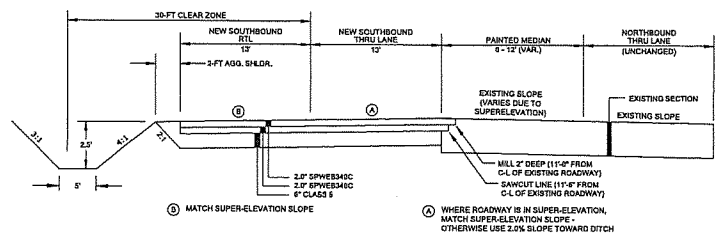
DESIGN BY: ADP
 DATE: 08/28/2023
 CHECKED BY: USA
 PROJECT NO: 23-2124

NO.	DATE	DESCRIPTION
1	08/28/2023	ISSUE FOR COUNTY ENGINEER REVIEW
2	08/28/2023	REVISION: ADDITIONAL TURN LANE ELECTRICAL
3	08/28/2023	REVISION: REVISION
4	08/28/2023	REVISION: REVISION
5	08/28/2023	REVISION: REVISION
6	08/28/2023	REVISION: REVISION
7	08/28/2023	REVISION: REVISION
8	08/28/2023	REVISION: REVISION
9	08/28/2023	REVISION: REVISION
10	08/28/2023	REVISION: REVISION

SWEDISH CHAPEL ESTATES
 HAWK LANE, MN
LEFT & RIGHT TURN LANE PLAN
 PREPARED FOR: MN DEVELOPMENTS, LLC

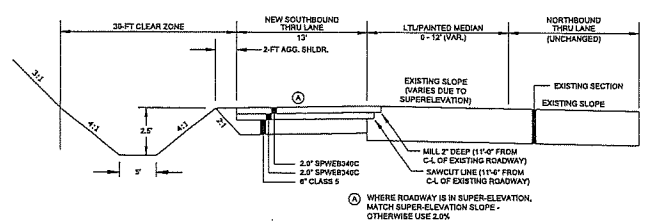
SHEET
C4.2

XYLITE ST NE
 SOUTHBOUND RIGHT TURN LANE



- NOTES**
1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH MNDOT SPECIFICATIONS (LATEST EDITION)
 2. ALL DISTURBED SOIL WITHIN COUNTY RIGHT-OF-WAY MUST BE SEEDED (MNDOT 25-141) & MULCHED (TYPE 1, DISC ANCHORED)
 3. USE ALL STRAW FIBER BLANKET FOR DITCH SLOPES OF 3:1 OR GREATER
 4. PAVEMENT MARKINGS SHALL BE EPOXY
 5. CONTRACTOR TO CONTACT ANOKA COUNTY PERMITS SECTION AT (763) 334-3176 TO OBTAIN THE RIGHT-OF-WAY PERMIT.

XYLITE ST NE
 NORTHBOUND LEFT TURN LANE



- NOTES**
1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH MNDOT SPECIFICATIONS (LATEST EDITION)
 2. ALL DISTURBED SOIL WITHIN COUNTY RIGHT-OF-WAY MUST BE SEEDED (MNDOT 25-141) & MULCHED (TYPE 1, DISC ANCHORED)
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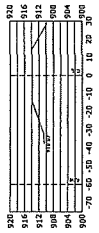
SWEDISH CHAPEL ESTATES
HAM LAKE, MN
LEFT & RIGHT TURN LANE PLAN
PREPARED FOR: MN DEVELOPMENTS, LLC

NO.	DATE	DESCRIPTION
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2	05/22/22	ISSUE FOR PERMITS
3	05/22/22	ISSUE FOR PERMITS
4	05/22/22	ISSUE FOR PERMITS
5	05/22/22	ISSUE FOR PERMITS
6	05/22/22	ISSUE FOR PERMITS
7	05/22/22	ISSUE FOR PERMITS
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9	05/22/22	ISSUE FOR PERMITS
10	05/22/22	ISSUE FOR PERMITS

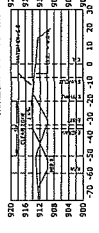
APPROVED FOR COUNTY TURN LANE ITEMS ONLY

ANOKA COUNTY ENGINEER _____ DATE _____

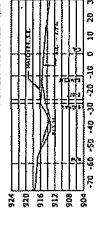
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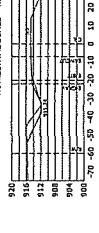
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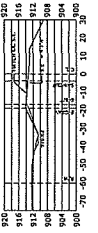
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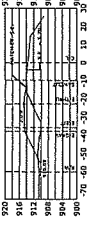
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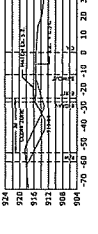
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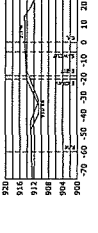
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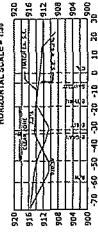
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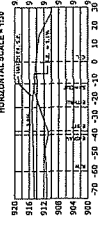
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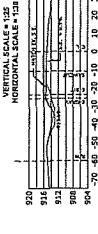
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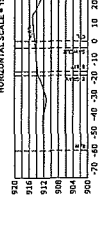
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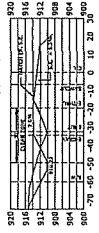
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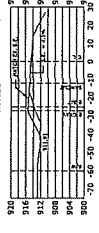
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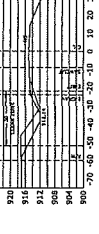
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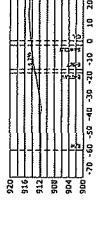
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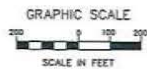


ALL GREEN AREA SLOPES ARE 4:1 UNLESS OTHERWISE NOTED
S.E. = SUPER-ELEVATION
NS = NOT SUPER-ELEVATED

N 1/2 SECTION 4, T. 32, R. 23

CITY OF HAM LAKE

CITY OF EAST BETHEL



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

QUARTER QUARTER INDEX

22	21	12	11	NORTH HALF OF SECTION
23	24	13	14	
32	31	42	41	SOUTH HALF OF SECTION
33	34	43	44	

PROPERTY IDENTIFICATION NUMBERS

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

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS: [1]
EXAMPLE OF PIN NUMBER: 04-32-23-13-0001

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.



Anoka County

TRANSPORTATION DIVISION

Highway

Joseph J. MacPherson, PE
County Engineer

May 13, 2024

Adam Ginkel
Plowe Engineering, Inc.
6776 Lake Dr, Suite 110
Lino Lakes, MN 55014

**RE: Swedish Chapel Estates
Anoka County Review Comments**

Dear Mr. Ginkel,

Anoka County has reviewed the Swedish Chapel Estates plan and has the following comments:

Engineering:

- As the right-turn lane is on the outside of the superelevated curve, please follow the requirements of the Road Design Manual (3-3.06).
- It would be helpful to show the superelevation slopes on the cross-sections
- There is an increase of 0.21 CFS shown in the 2-year storm into a wetland that drains into the County Ditch, but that shouldn't affect the flow into the ditch and is an amount which is probably within the margin of error for the software anyway, which is acceptable.

Construction:

- No comments.

Traffic:

- Please provide Traffic Control plans when available.

Please make any necessary revisions, create an updated plan and response letter addressing each review point in the above comments / questions, and inform us of any additional plan changes that may affect County Right-of-Way. Please resubmit the plan and response letter for review and / or approval.

If you have any questions regarding engineering comments, please contact Dan Frey at Daniel.Frey@anokacountymn.gov or 763-324-3123.

For questions regarding construction comments, please contact Chris Osterhus at Chris.Osterhus@anokacountymn.gov or 763-324-3189.

Our Passion is Your Safe Way Home

1440 Bunker Lake Boulevard N.W. • Andover, MN 55304-4005
Office: 763-324-3100 • Fax: 763-324-3020 • www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer

For questions regarding maintenance comments, please contact Jim Plemon at Jim.Plemon@anokacountymn.gov or 763-324-3137.

For questions regarding traffic comments, please contact Sean Thiel at Sean.Thiel@anokacountymn.gov or 763-324-3132.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon T. Ulvenes". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brandon T. Ulvenes
Design Engineer

cc: File (Ham Lake)
Joe MacPherson, ACHD
Jerry Auge, ACHD
Sue Burgmeier, ACHD
I:\Eng\Plan Reviews\Ham Lake\2023\Swedish Chapel Estates (Stalberger)\ACHD Plan Review (05-13-24).docx

Meeting Date: November 13, 2023



**CITY OF HAM LAKE
STAFF REPORT**

To: Planning Commissioners

From: Denise Webster, City Administrator, on behalf of the Park Committee (Mayor Kirkham and Councilmember Parranto)

Subject: Consideration of Parkland Dedication for Jeff Stalberger, MN Development LLC, requesting Sketch Plan approval for a development located at 2506 Swedish Drive NE (47 Residential Single-Family lots and 1 Outlot) in Section 4

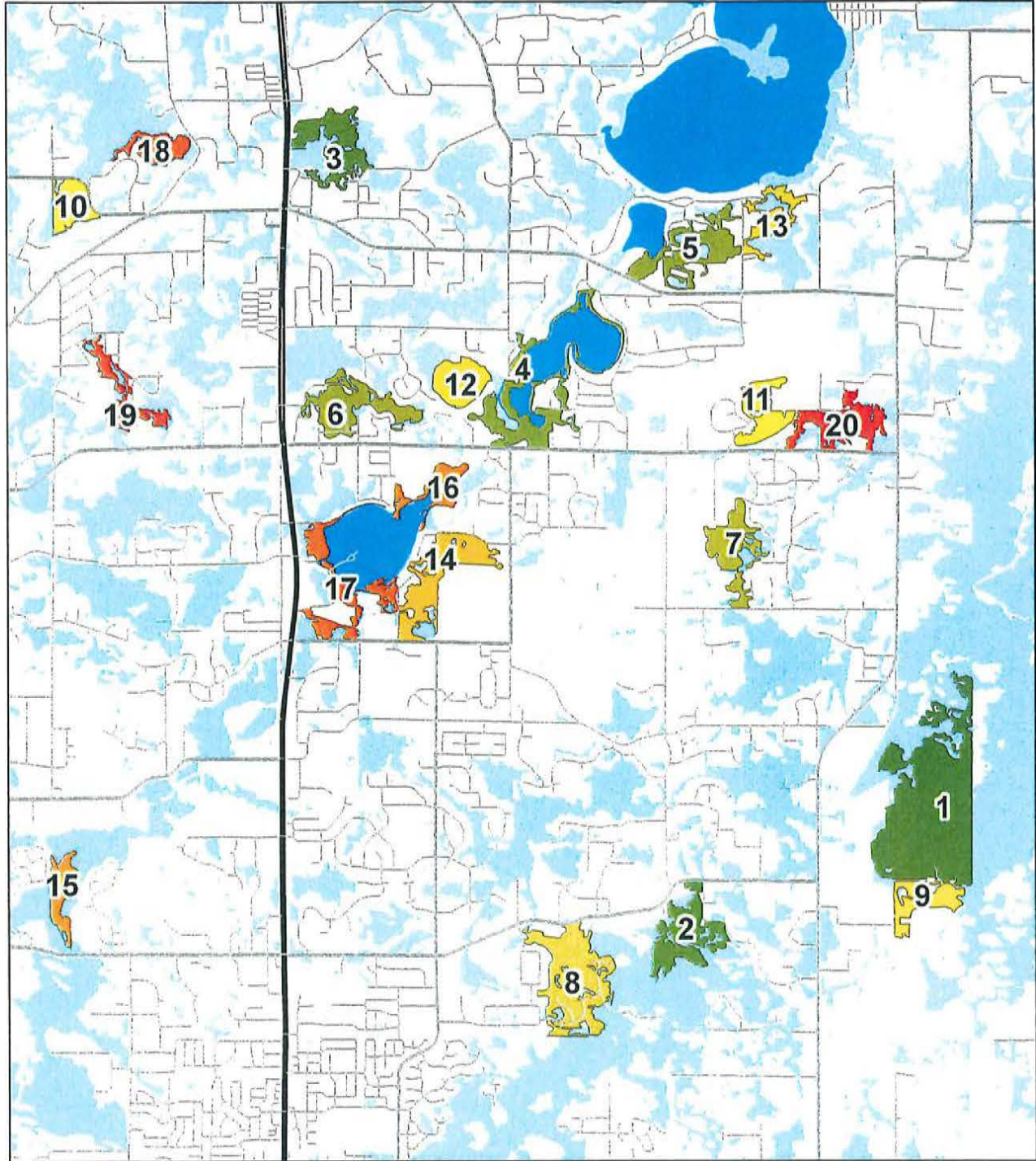
Introduction/Discussion:

The Park Committee discussed the parkland dedication for Jeff Stalberger, MN Development LLC, Sketch Plan for a development located at 2506 Swedish Drive NE (47 Residential Single-Family lots and 1 Outlot) in Section 4. The Park Committee is requesting a 20-foot wide trail easement along the west side of Xylite Street NE (County Road 68), with the remaining in monies in lieu of parkland for the proposed development.

Recommendation:





It is the recommendation of the Park Committee to require a 20-foot wide trail easement along the west side of Xylite Street NE (County Road 68), and the remaining in monies in lieu of parkland for the Jeff Stalberger, MN Development LLC, Sketch Plan for a development located at 2506 Swedish Drive NE (47 Residential Single-Family lots and 1 Outlot) in Section 4.

Major Natural Resource Concentrations City of Ham Lake



Natural Resource Clusters

(Top 20 Natural Resource Clusters, by Undeveloped Acreage)

-  Largest Undeveloped Acreage
- 
- 
-  Smallest Undeveloped Acreage

Lakes



Wetlands



Roads

-  Interstate Highways
-  U.S. Highways
-  State Highways
-  County Roads/CSAHs
-  Municipal Streets
-  Misc. Other

NOTICE OF PERMIT APPLICATION STATUS

Project: Swedish Chapel Estates

Date: Click or tap to enter a date.

Applicant: MN Developments, LLC
Attn: Jeff Stallberger
17404 Ward Lake Dr NW
Andover, MN 55304
MN Developments, LLC
Attn: Jeff Stallberger
17404 Ward Lake Dr NW
Andover, MN 55304

Permit Application#: P-24-014

Purpose: Construction of a single family home residential development and associated stormwater treatment features.

Location: 2506 Swedish Dr NE, 2506 Swedish Dr NE , Ham Lake

At their meeting on 05/13/2024 the Board of Managers of the Coon Creek Watershed District **Approved with Conditions** the above referenced project with 4 conditions and 3 stipulations. **This is NOT a permit.**

Since the last submittal on 05/22/202405/02/202404/17/202404/10/2024, the following conditions remain which must be addressed before permit issuance.

1. The outlet pipe size and orifice dimensions for Pond P1 are inconsistent between the proposed HydroCAD model and the utility plan/pond outlet baffle detail. Update for consistency.
2. The outlet pipe size for Pond P3 is inconsistent between the proposed HydroCAD model and utility plan. Update for consistency.
3. Submittal of Wetland Bank Credit Withdrawal Verification.
4. Submittal of a performance escrow in the amount of \$19,000.00.

Please be advised that **this is NOT a permit**, and that work without a permit is a violation of the terms of the Coon Creek Watershed District Rules. If you have any questions, please call 763-755-0975.

Sincerely,



Erin Margl

Watershed Development Coordinator

cc: File P-24-014
Adam Ginkel, Plowe Engineering, Inc.

Eileen Weigel, Stantec
Danielle Tourtillott, Stantec
Tom Collins, Ham Lake

ORDINANCE NO. 24-XX

An Ordinance amending ARTICLE 7, LAWFUL GAMBLING, relating to Conditions and Organizations Eligible for License.

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

7-1230 Conditions

The conduct of Lawful Gambling under license issued by the Board shall be subject to the following conditions in the City of Ham Lake:

- a. A copy of any lease agreement between a non-profit organization and a gambling location owner or operator shall be filed with the City Administrator together with the Gambling license application;
- b. The City Council may refuse to issue a Lawful Gambling license for a location in which gambling violations have previously occurred, and the Council may refuse to issue a Lawful Gambling license to a non-profit organization which has previously violated terms of this Ordinance and/or Minnesota Statutes, Chapter 349;

7-1270 Organizations Eligible for License

Lawful gambling licenses shall be permitted only for organizations that meet all the following requirements:

1. Meet all the qualifications for a lawful gambling license issued by the Minnesota Gambling Control Board.
2. The primary spending of profits earned from lawful gambling activities are directed to activities or donated to organizations existing within a Trade Area encompassing the Anoka County, Minnesota communities of Ham Lake, Oak Grove, East Bethel, Linwood Township, Columbus Township, Lino Lakes, Blaine, Coon Rapids and Andover
3. The organization has at least fifteen (15) members or fifty percent (50%) or its membership, whichever is less, that are residents of the city. Such organization must conduct regular meetings at least monthly, and each person must attend not less than fifty percent (50%) of all regularly scheduled meetings and pay dues annually in order to be considered a member of such organization for qualification under this chapter.
4. The physical site for the organization headquarters or the registered business office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding the application for a license.
5. Organizations that are not eligible due to the main physical office location requirement may be granted a waiver from the city council, if within 30 days from the date of submittal of their premises permit application to the city, no eligible organization meeting the physical office location requirement has expressed to the city a desire to operate gambling activities at the premises applied for by the ineligible organization.

The waiver would be granted only for the specific location set forth in the premises permit application and would remain in effect for the duration of the original premises permit license. Upon the need for renewal of a premises permit location, a noneligible organization would follow the same process of approval as stated herein. The priority set by the city council for granting approval of a premises permit application and its location shall be as follows:

- a. First priority is given to organizations whose main office location is within the corporate limits of the city.
- b. Second priority is given to organizations whose main office location is located within the Anoka County and whose main office location is within a city that allows an Ham Lake-based organization to hold a premises permit within their corporate limits, and who is eligible to be granted a waiver from the eligibility requirements by the city council.
- c. Third priority is given to all other organizations that are eligible to be granted a waiver from the eligibility requirements by the city council.

Presented the Ham Lake City Council on June 17, 2024 and adopted by a unanimous vote this ____ of _____, 2024.

Brian Kirkham, Mayor

Denise Webster, City Clerk

7-1230 Conditions

The conduct of Lawful Gambling under license issued by the Board shall be subject to the following conditions in the City of Ham Lake:

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- b. The City Council may refuse to issue a Lawful Gambling license for a location in which gambling violations have previously occurred, and the Council may refuse to issue a Lawful Gambling license to a non-profit organization which has previously violated terms of this Ordinance and/or Minnesota Statutes, Chapter 349;
- ~~e. The maximum number of separate gambling locations that any one license organization shall be permitted to operate within the City is 3.~~

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2. The whose primary spending of profits earned from lawful gambling activities are directed to activities or donated to organizations existing within a Trade Area encompassing the Anoka County, Minnesota communities of Ham Lake, Oak Grove, East Bethel, Linwood Township, Columbus Township, Lino Lakes, Blaine, Coon Rapids and Andover
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4. The physical site for the organization headquarters or the registered business office of the organization is located within the city and has been located within the city for at least two (2) years immediately preceding the application for a license.
5. Organizations that are not eligible due to the main physical office location requirement may be granted a waiver from the city council, if

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within 30 days from the date of submittal of their premises permit application to the city, no eligible organization meeting the physical office location requirement has expressed to the city a desire to operate gambling activities at the premises applied for by the ineligible organization. The waiver would be granted only for the specific location set forth in the premises permit application and would remain in effect for the duration of the original premises permit license. Upon the need for renewal of a premises permit location, a noneligible organization would follow the same process of approval as stated herein. The priority set by the city council for granting approval of a premises permit application and its location shall be as follows;

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- c. Third priority is given to all other organizations that are eligible to be granted a waiver from the eligibility requirements by the city council.

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