

# CITY OF HAM LAKE

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

## CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY AGENDA MONDAY, JULY 19, 2021

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

### **2.0 PUBLIC COMMENT**

### **3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS**

3.1 Sheriff James Stuart, Discussion of the 2022 Anoka County Sheriff's Law Enforcement Contract

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

### **4.0 CONSENT AGENDA**

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

4.1 Approval of minutes of July 6, 2021

4.2 Approval of claims

4.3 Approval of scheduling a Budget Workshop Meeting for Monday, August 2, 2021 (following the regularly scheduled City Council Meeting)

4.4 Approval of a Resolution accepting a \$4,000 donation from the Ham Lake Chamber of Commerce

4.5 Approval of amending the Fire Department Regulations

4.6 Approval of hiring a temporary part-time Fire Inspector

4.7 Approval of the Preliminary Development Agreement with Constance Boulevard Terrace, LLC

4.8 Approval of a Joint Powers Agreement (JPA) with Anoka County for construction of a Constance Boulevard NE east-bound-right-turn lane at Tippecanoe Street NE

4.9 Approval of a Joint Powers Agreement (JPA) with Anoka County to Allocate Costs for Election Expenses

4.10 Approval of re-appointment and new appointments of Safety Committee Members

### **5.0 PLANNING COMMISSION RECOMMENDATIONS**

5.1 Jeff Entsminger, Entsminger Enterprises LLC, requesting Sketch Plan approval of a 2 lot Minor Plat located in Section 29 (1163 143<sup>rd</sup> Avenue NE, PID# 29-32-23-23-0009)

### **6.0 ECONOMIC DEVELOPMENT AUTHORITY – None**

### **7.0 APPEARANCES**

7.1 Finance Director Andrea Worcester – 2<sup>nd</sup> Quarter Financial Report for 2021

### **8.0 CITY ATTORNEY**

### **9.0 CITY ENGINEER**

### **10.0 CITY ADMINISTRATOR**

### **11.0 COUNCIL BUSINESS**

11.1 Committee Reports

11.2 Discussion of an Ordinance regarding signage

11.3 Announcements and future agenda items

2022 Option #1

Ham Lake  
January 2022 - December 2022

36 Hour Coverage  
1.0 Patrol Investigator

Attachment A  
365 DAYS/YEAR

**I. PERSONNEL**

<b>A. Sworn Deputy Sheriff</b>		
1.)	7.60 Deputies at \$6,795 /month	619,674
2.)	1.00 Patrol Investigator	82,966
4.)	7 Overtime (Average hours/month per Deputy)	37,538
<b>B. Non-Sworn C.S.O.</b>		
<b>C. Benefits for Sworn and Non-Sworn Personnel</b>		
	P.E.R.A. (Sworn)	131,011
	P.E.R.A. (Non-Sworn)	0
	FICA	0
	Medicare	10,733
	Severance Allowance	18,971
	Unemployment Compensation	1,110
	Life Insurance	361
	Health Insurance	121,260
	Dental Insurance	4,102
	Long Term Disability Insurance	1,036
	Worker's Compensation	6,958
	Uniforms	11,180
	<i>Total Benefits</i>	<b>306,723</b>
<b>TOTAL PERSONNEL COSTS</b>		<b>\$1,046,900</b>

**II. VEHICLE**

<b>A. Police Equipped Vehicles</b>	1.5 Squads (1- replaced every other yr)	52,300
<b>B. Investigator Vehicle</b>	1 Squads (1- replaced every 5 yrs)	32,800
<b>C. Maintenance Costs</b>		
1.)	Vehicle	64,783
2.)	Emergency & Communications Equipment & replc/maint fees	16,521
3.)	Emergency Vehicle Equipment replc. Fee	2,000
4.)	Insurance	8,700
5.)	Cellular Telephone	4,025
	<i>Total Maintenance Costs</i>	<b>96,029</b>
<b>TOTAL VEHICLE COSTS</b>		<b>\$181,129</b>

**III. Administrative Costs**

<b>A. PSDS &amp; APS Maintenance costs</b>	10,515
<b>B. Administrative, Clerical,+ computer and line charges, Etc.</b>	112,690
<i>Total Administrative Costs</i>	<b>\$123,205</b>

**IV. TOTAL COST TO CONTRACTING MUNICIPALITY**

	<b>\$1,351,234</b>
*Less Amount Received From State for Police State Aid	50,160
<b>NET COST TO CONTRACTING MUNICIPALITY</b>	<b>\$1,301,074</b>

\*This figure is determined by the State and is subject to fluctuation.  
The latest estimate is \$6600 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

2022 Option #2

**Ham Lake**

**44 hour coverage**

**Attachment A**

January 2022 - December 2022

365 DAYS/YEAR

**I. PERSONNEL**

<b>A. Sworn Deputy Sheriff</b>		
1.)	9.24 Deputies at \$6,795 /month	753,393
2.)	7 Overtime (Average hours/month per Deputy)	45,638
<b>B. Non-Sworn C.S.O.</b>		
<b>C. Benefits for Sworn and Non-Sworn Personnel</b>		
	P.E.R.A. (Sworn)	141,428
	P.E.R.A. (Non-Sworn)	0
	FICA	0
	Medicare	11,586
	Severance Allowance	20,342
	Unemployment Compensation	1,199
	Life Insurance	388
	Health Insurance	130,284
	Dental Insurance	4,407
	Long Term Disability Insurance	1,119
	Worker's Compensation	7,511
	Uniforms	12,012
	<i>Total Benefits</i>	330,276
<b>TOTAL PERSONNEL COSTS</b>		<b>\$1,129,306</b>

**II. VEHICLE**

<b>A. Police Equipped Vehicles</b>	1.5 Squads (1- replaced every other yr)	48,275
<b>B. C.S.O. Vehicle</b>		
<b>C. Maintenance Costs</b>		
1.)	Vehicle	72,029
2.)	Emergency & Communications Equipment & replc/maint fees	18,444
3.)	Emergency Vehicle Equipment replc. Fee	2,000
4.)	Insurance	5,800
5.)	Cellular Telephone	4,324
	<i>Total Maintenance Costs</i>	102,598
<b>TOTAL VEHICLE COSTS</b>		<b>\$150,873</b>

**III. Administrative Costs**

<b>A. PSDS &amp; APS Maintenance costs</b>	10,717
<b>B. Administrative, Clerical,+ substation computer line charge, Etc.</b>	116,431
<i>Total Administrative Costs</i>	<b>\$127,147</b>

**IV. TOTAL COST TO CONTRACTING MUNICIPALITY**

	<b>\$1,407,326</b>
*Less Amount Received From State for Police State Aid	50,160
<b>NET COST TO CONTRACTING MUNICIPALITY</b>	<b>\$1,357,166</b>

\*This figure is determined by the State and is subject to fluctuation.

The latest estimate is \$6600 per Deputy. Revenue received is for previous year Deputy hours hired prior to August 1

2021

Ham Lake  
January 2021 - December 2021

36 hour coverage

Attachment A  
365 DAYS/YEAR

**I. PERSONNEL**

<b>A. Sworn Deputy Sheriff</b>		
1.)	7.60 Deputies at \$6,630 /month	604,656
2.)	7 Overtime (Average hours/month per Deputy)	36,628
<b>B. Non-Sworn C.S.O.</b>		
<b>C. Benefits for Sworn and Non-Sworn Personnel</b>		
	P.E.R.A. (Sworn)	113,507
	P.E.R.A. (Non-Sworn)	0
	FICA	0
	Medicare	9,289
	Severance Allowance	16,326
	Unemployment Compensation	962
	Life Insurance	319
	Health Insurance	117,876
	Dental Insurance	3,625
	Long Term Disability Insurance	898
	Worker's Compensation	6,028
	Uniforms	7,676
	<i>Total Benefits</i>	276,516

**TOTAL PERSONNEL COSTS**

**\$917,800**

**II. VEHICLE**

<b>A. Police Equipped Vehicles</b>	1.5 Squads (1- replaced every other yr)	48,275
<b>B. C.S.O. Vehicle</b>		
<b>C. Maintenance Costs</b>		
1.)	Vehicle	58,933
2.)	Emergency & Communications Equipment & repla/maint fees	15,976
3.)	Emergency Vehicle Equipment repla. Fee	2,000
4.)	Insurance	5,800
5.)	Cellular Telephone	3,374
	<i>Total Maintenance Costs</i>	86,083

**TOTAL VEHICLE COSTS**

**\$134,358**

**III. Administrative Costs**

<b>A. PSDS &amp; APS Maintenance costs</b>	10,515
<b>B. Administrative, Clerical, + substation computer line charge, Etc.</b>	93,320
<i>Total Administrative Costs</i>	<b>\$103,835</b>

**IV. TOTAL COST TO CONTRACTING MUNICIPALITY**

**\$1,155,994**

\*Less Amount Received From State for Police State Aid

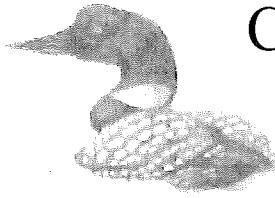
50,160

**NET COST TO CONTRACTING MUNICIPALITY**

**\$1,105,834**

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# CITY OF HAM LAKE

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## **CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES TUESDAY, JULY 6, 2021**

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

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

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** City Attorney, Joe Murphy; City Engineer, Tom Collins; City Administrator, Denise Webster; and Deputy City Clerk, Dawnette Shimek

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

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

### **2.0 PUBLIC COMMENT - None**

### **3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS**

#### **3.1 6:01 p.m. – PUBLIC HEARING – to consider the improvement of Polk Street NE from 165<sup>th</sup> Avenue NE to 810 feet south and adoption of Resolution No. 21-22**

Engineer Collins gave an overview of the project and stated that a public hearing was previously held in November 2019 to consider the upgrading of Polk Street NE from 165<sup>th</sup> Avenue NE to 810 feet south. At this time the feasibility study has been updated and the cost has increased. Engineer Collins stated the current assessment amount is \$20,000.00, which increased from the previous 2019 figure of \$16,000.00. Engineer Collins stated there are three active assessments and seven deferred assessments with the City paying for the remainder of the street improvement. Engineer Collins stated that if the City Council approves the project during this meeting, the property owners would be notified of schedules, etc. of the road improvement and the construction would begin in 2022.

#### **Mayor Van Kirk opened the public hearing at 6:05 p.m. and asked for public comment.**

Doug Osborne, 5840 South Linwood Drive NE, Wyoming, MN, stated he did not understand the reason behind his contribution as he is not on Polk Street NE and is it participation for driving down the road? Engineer Collins stated that Mr. Osborne does have frontage on Polk Street NE and in the future when 165<sup>th</sup> Avenue NE is extended to the east, he would not be assessed unless his property shows it can be split into additional parcels, then the property would receive deferred assessment(s). Mr. Osborne stated that the existing class 5 gravel road has not been maintained well and could use some additional class 5 and some grader work. Mr. Osborne stated he would want to see a lower assessment fee than \$20,000.00.

Councilmember Kirkeide stated that the \$20,000.00 assessment fee is based on current cost per parcel to improve the road. If the residents do not want this improvement done, the City will not improve the street. Councilmember Kirkeide stated it is a good project and will be part of the future street extension to the north.

Engineer Collins stated that the City Code was revised to not require that the road be improved when GCI, LLC proposed a lot division of 855 Constance Boulevard NE. At that time the right-of-way and drainage and utility easements have been received from GCI, LLC, and a public hearing was held and the affected property owners were in favor of the road improvement.

Councilmember Kirkham stated that during the budget meeting they talked about the revolving street fund being low in funds and he does not feel this street improvement is on top of the priority list.

Discussion followed regarding upgrading gravel roads in the City and that costs will only go up in the future.

Councilmember Kirkham recalled that former Councilmember Johnson spoke for Family of Christ Lutheran Church not being in favor of the project. Engineer Collins stated that the church has agreed to pay the assessments when they develop their property north of the county ditch per a Development Agreement executed between the Family of Christ Lutheran Church and the City of Ham Lake in 2002.

Councilmember Doyle stated he feels the project is viable and that it is a good idea to move forward with the project.

Gary and Wendy Gazda, 16446 Polk Street NE, stated that they want to make sure that the city is aware that they are in favor of the project.

James Hunt, 965 Constance Boulevard NE, asked if the mail route will go up this road if the road is improved. Engineer Collins stated he did not see why not, as the new road will end in a cul-de-sac.

**Mayor Van Kirk asked for further public comment and with there being none, he closed the public hearing at 6:18 p.m.**

Councilmember Doyle stated that he and Councilmember Kirkeide have been working on the Road Committee for 12 years and this is a good project. Councilmember Kirkeide added that when more homes are built there will be additional tax base and there is also the advantage of further connection for a thoroughfare.

**Motion by Kirkeide, seconded by Doyle, to approve Resolution No. 21-22, to direct the City Engineer to order the Plans and Specifications for the improvement of the streets of Polk Street NE from 165<sup>th</sup> Avenue NE to 810 feet south. Mayor Van Kirk and Councilmembers Kirkeide, Doyle and Wilken voted yes. Councilmember Kirkham voted no. Motion carried.**

3.2 6:02 p.m. – PUBLIC HEARING – to consider the improvement of Tippecanoe Street NE from proposed 162<sup>nd</sup> Lane NE south to the cul-de-sac and adoption of Resolution No. 21-23

Engineer Collins gave an overview of the project and stated the project was initiated by a petition that received a minimum of 35% of property owners abutting the project to sign the petition. The project would re-align and reconstruct Tippecanoe Street NE from Constance Boulevard NE south to the cul-de-sac. Engineer Collins stated that the road would be constructed to a 9-ton design because of the commercial traffic created by the Bug Company located on the south end of Tippecanoe Street NE on the cul-de-sac. The assessment amount will be \$20,000.00. There will be seven parcels with active assessments and one parcel (The Bug Co.) with one active assessment and four deferred assessments.

**Mayor Van Kirk opened the public hearing at 6:30 p.m. and asked for public comment.**

Steve Peterson, 16120 Tippecanoe Street NE, stated that he appreciates Councilmember Kirkham looking out for the residents. Mr. Peterson stated that he is opposed to the road improvement as he has a young child and is concerned with traffic and traffic speed.

Dale Ocker, 16160 Tippecanoe Street NE, asked if the east/west portion of the north end of the existing road would be vacated and added to his property. Mr. Ocker stated he is concerned with the 90 degree turn on the road and trucks driving over the curb. Engineer Collins stated that he is not concerned with trucks jumping the curb and if that would be an issue, the road would be widened. Engineer Collins stated that the 66-foot portion of road would be vacated if it is not needed for drainage or utilities.

Jared Kouri, 16142 Tippecanoe Street NE, thanked the City Council, stated that they are onboard with the project and the assessment amount is spot on.

Gordon Vadis owner of the Bug Co., 16050 Tippecanoe Street NE, questioned the placement of the road and if there will be a stub road to the south. Engineer Collins stated that a cul-de-sac will be constructed with surmountable curb and gutter. Engineer Collins stated that assessments are based on how much improved frontage a lot has and how many lots the property could be divided into. Engineer Collins told Mr. Vadis that he can tell him where he would need a driveway. Mr. Vadis questioned if the property is developed to the south, would he also be assessed for that road improvement. Engineer Collins stated that the current policy would not require an assessment to be paid by Mr. Vadis if the property to the south would develop.

Aaron and Tina Billstrom, 15926 Tippecanoe Street NE, stated they want the road tarred and when would the project start.

Engineer Collins stated that if the City Council approves the project during this meeting, the property owners would be notified of schedules, etc. of the road improvement and the construction would begin in 2022.

**Mayor Van Kirk asked for further public comment and with there being none, he closed the public hearing at 6:44 p.m.**

Councilmember Kirkham stated he feels the same about this project as the project approved earlier in the meeting. Councilmember Kirkham stated that during the budget meeting they talked about the revolving street fund being low in funds and he does not feel this street improvement is on top of the priority list at this time.

Mayor Van Kirk stated the City may look into bonding for the project as to not deplete the revolving street fund budget.

Councilmember Wilken stated that the unimproved east/west connection remaining road will be removed regardless.

**Motion by Kirkeide, seconded by Doyle, to approve Resolution No. 21-23, to direct the City Engineer to order the Plans and Specifications for the improvement of the streets of Tippecanoe Street NE from proposed 162<sup>nd</sup> Lane NE south to the cul-de-sac. Mayor Van Kirk and Councilmembers Kirkeide, Doyle and Wilken voted yes. Councilmember Kirkham voted no. 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 June 21, 2021 and Budget Workshop Meeting Minutes of June 21, 2021
- 4.2 Approval of claims in the amount of \$509,379.71
- 4.3 Approval of the 2022 North Metro Telecommunications Commission Budget (NMTV)
- 4.4 Approval of Transfer from the General Fund to the Revolving Street Fund
- 4.5 Approval of the contract with the City of Wyoming to perform Advanced Septic Inspections

**Motion by Kirkham, seconded by Wilken, to approve the July 6, 2021 Consent Agenda as written. All in favor, motion carried.**

#### **5.0 PLANNING COMMISSION RECOMMENDATIONS**

- 5.1 Jeff Stalberger, HFN Properties, LLC., requesting Preliminary Plat approval and rezoning for Hidden Forest East Park Addition (2 Single Family Residential lots) in Section 25 (this is considered the First Reading of a Rezoning Ordinance)

Mayor Van Kirk stated that he read the issues brought up during the public hearing held by the Planning Commission and stated that Building and Zoning Official Jones has addressed the concrete dumping on the property and public works placed a speed trailer on the road to record speed. Mayor Van Kirk stated that construction causes growing pains. Jeff Stalberger, HFN Properties, LLC, was present and stated he would do his part to keep things in order during the construction phase of the development. **Motion by Kirkeide, seconded by Doyle, to concur with the recommendation of the Planning Commission and approve the Preliminary Plat and rezoning to R-1 (single family residential) for the development of Hidden Forest East Park Addition consisting of two single family residential lots in Section 25 as presented by Jeff Stalberger of HFN Properties, LLC, subject to meeting the requirements of the City Engineer and meeting all City, State and County requirements. All in favor, motion carried.**

- 5.2 Jeff Stalberger, HFN Properties, LLC., requesting Preliminary Plat approval and rezoning for Hidden Forest East 3rd Addition (38 Single Family Residential lots) in Section 25 (this is considered the First Reading of a Rezoning Ordinance)

Councilmember Kirkham asked Jeff Stalberger, HFN Properties, LLC, how many lots have been spoken for in this development. Mr. Stalberger stated that he currently has a list of sixty interest parties. Mr. Stalberger stated that he will have a sign made to remind contractors of rules when working in the



development. Mr. Stalberger stated that the project is anticipated to be completed in 2023. **Motion by Van Kirk, seconded by Kirkham, to concur with the recommendation of the Planning Commission and approve the Preliminary Plat and rezoning to R-1 (single family residential) for the development of Hidden Forest East 3rd Addition consisting of 38 single family residential lots in Section 25 as presented by Jeff Stalberger of HFN Properties, LLC, subject to an action plan being provided by the developer to better control construction related issues within the development prior to final plat approval, meeting the requirements of the City Engineer and meeting all City, State and County requirements. All in favor, motion carried.**

5.3 Don and Lisa Bickford requesting a Special Home Occupation Permit to operate Bickford's BBQ, LLC at 14745 Baltimore Street NE

**Motion by Doyle, seconded by Kirkham, to concur with the recommendation of the Planning Commission and approve a Special Home Occupation Permit, as requested by Don and Lisa Bickford, to operate Bickford's BBQ, LLC at 14745 Baltimore Street NE, subject to meeting all City, State and County requirements prior to offering any catering services to the public, no obvious outward indicia of the activities being carried on under the Special Home Occupation Permit, no customer traffic, no noise generated which is audible to nearby properties, no odor, no outside storage for the business which is visible from nearby properties or public ways and all trash to be disposed of as to not attract rats, mice, or vermin. All in favor, motion carried.**

**6.0 ECONOMIC DEVELOPMENT AUTHORITY – None**

**7.0 APPEARANCES**

7.1 Discussion of the driveway located at 2119 Soderville Drive NE

Steve Northrop stated that he has lived at 2119 Soderville Drive NE for 11 years. Mr. Northrop stated that since completion of the street improvement of Soderville Drive NE, he has a lake in his front yard when it rains and a tree that was take down that was located in the road right-of-way has caused for a loss of shade that causes his home to be hot. Mr. Northrop stated that his main concern, however, is that he is not satisfied with the workmanship and aesthetics of his driveway. Engineer Collins stated that the main issue with the driveway is aesthetics as the measurements for each of the concrete panels is a different size ranging from 3.8' to 6.3 feet in width and 4.9 feet to 7.3 feet in length which is inconsistent with typical driveway replacements. The sub-contractor, Creative Curb, hired by North Valley Paving, has been aware that the homeowner is dissatisfied with the driveway and it is their opinion that the driveway is structurally sound and all industry standards have been followed. Engineer Collins stated that the Contractor is aware of the problem and the completion of warranty work for driveways has been extended to September 30, 2021. **It was the consensus of the City Council to direct Engineer Tom Collins to contact the contractor of the Soderville Drive NE road improvement and request the concrete driveway be replaced and if the contractor does not resolve the situation, the City will use the contractor's security bond to correct the problem.**

**8.0 CITY ATTORNEY – None**

**9.0 CITY ENGINEER – None**

**10.0 CITY ADMINISTRATOR – None**

**11.0 COUNCIL BUSINESS**

11.1 Committee Reports

Councilmember Kirkeide stated that he and Councilmember Kirkham have been working on Code Committee items with staff and will continue discussions following the City Council meeting. Councilmember Kirkham suggested that Kari Lund, the Executive Director of the Ham Lake Chamber of Commerce be invited to attend City Council meetings.

11.2 Announcements and future agenda items

Mayor Van Kirk stated that all aspects of the Freedom Festival held on July 3, 2021 were great. The free 1000 pork sandwiches provided by the City and the Ham Lake Chamber of Commerce were gone within two hours. Councilmember Doyle stated attendance was the best he has seen. The Council said Hats off to the Ham Lake Chamber of Commerce for planning the Freedom Festival.

Councilmember Kirkham stated he has been contacted by Circle K/Holiday Stationstores regarding the status of the construction project. Councilmember Kirkham stated that the project is currently on hold, possibly for several months, because the DNR (Department of Natural Resources) has found a rare species of berry on the property that may be protected.

**Motion by Kirkeide, seconded by Kirkham, to adjourn the meeting at 7:18 p.m. All in favor, motion carried.**

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Dawnette Shimek, Deputy City Clerk

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

**CITY OF HAM LAKE**

<b>EFTS, CHECKS, AND BANK DRAFTS</b>	<b>7/9/21 - 7/21/21</b>	
EFT	# 1481 - 1490	\$ 56,879.76
CHECKS	# 63107 - 63154	\$ 361,997.53
BANK DRAFTS	DFT0002239 - DFT0002243	\$ 24,405.98
<b>TOTAL EFTS, CHECKS, AND BANK DRAFTS</b>		<u>\$ 443,283.27</u>
<b>PAYROLL CHECKS</b>		
07/16/21		\$ 38,143.35
<b>TOTAL PAYROLL CHECKS</b>		<u>\$ 38,143.35</u>
<b>TRUST CHECKS</b>	<b>#5695 - 5709</b>	\$ 35,750.00
<b>TOTAL OF ALL PAYMENTS</b>		<u>\$ 517,176.62</u>

**VOID CHECKS**  
EFT  
CHECKS  
TRUST CHECKS

**APPROVED BY THE HAM LAKE CITY COUNCIL THIS 19TH DAY OF JULY 2021**

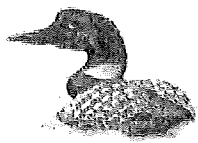
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNCILMEMBER

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COUNCILMEMBER

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COUNCILMEMBER

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COUNCILMEMBER



Payment Dates 7/9/2021 - 7/21/2021

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1481	OPTUM BANK - 6011	Health Savings Account-6011	Flexible spending	100-21705	54.17
1482	WELLS FARGO - 6003	Health Savings Account-6003	Flexible spending	100-21705	125.00
1483	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	100.27
1483	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1483	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	100.27
1483	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1483	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	101.05
1483	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1484	DELTA DENTAL PLAN OF MINN	AUGUST DK COBRA	COBRA receivable	100-11502	42.00
1484	DELTA DENTAL PLAN OF MINN	AUGUST DENTAL	Flexible spending	100-21705	915.90
1485	O'REILLY AUTOMOTIVE STORE	WD-40	Equipment parts & supplies	100-42201-2320	3.99
1485	O'REILLY AUTOMOTIVE STORE	#69 STARTER SOL	Vehicle parts & supplies	100-43101-2340	23.59
1485	O'REILLY AUTOMOTIVE STORE	UNIV PATCH	Operating supplies	100-43101-2290	8.58
1485	O'REILLY AUTOMOTIVE STORE	HEX KEY SETS	Small tools	100-43101-2410	13.98
1486	RFC ENGINEERING, INC.	149TH, RADISSON - XYLITE	Engineering	431-43301-3135	66.10
1486	RFC ENGINEERING, INC.	ABERDEEN, 144TH - 145TH	Engineering	431-43301-3135	2,774.77
1486	RFC ENGINEERING, INC.	155TH, NAPLES - LEXINGTON	Engineering	431-43301-3135	442.30
1486	RFC ENGINEERING, INC.	SODERVILLE DRIVE	Engineering	431-43301-3135	1,212.15
1486	RFC ENGINEERING, INC.	TWIN BIRCH ACRES	Engineering	431-43301-3135	9,066.01
1486	RFC ENGINEERING, INC.	LUND'S LAKEVIEW FOREST	Engineering	431-43301-3135	4,673.90
1486	RFC ENGINEERING, INC.	ASSESSMENTS	Engineering	100-41101-3135	13.45
1486	RFC ENGINEERING, INC.	BASE MAP	Engineering	100-41101-3135	59.35
1486	RFC ENGINEERING, INC.	HALF SECTION MAPS	Engineering	100-41101-3135	97.11
1486	RFC ENGINEERING, INC.	ANOKA COUNTY GIS DATA EX	Engineering	100-41101-3135	213.26
1486	RFC ENGINEERING, INC.	CITY CODE UPDATE	Engineering	100-41101-3135	13.45
1486	RFC ENGINEERING, INC.	COUNCIL MEETING	Engineering	100-41101-3135	349.73
1486	RFC ENGINEERING, INC.	COMP PLAN	Engineering-comprehensive p	100-41101-3136	861.12
1486	RFC ENGINEERING, INC.	ZONING MAP	Engineering	100-41601-3135	26.98
1486	RFC ENGINEERING, INC.	L4B1 HAM LAKE INDUSTRIAL	Engineering	100-41601-3135	53.80
1486	RFC ENGINEERING, INC.	PLANNING/POTENTIAL DEVEL	Engineering	100-41601-3135	121.05
1486	RFC ENGINEERING, INC.	L8 B1 EAGLE RIDGE ESTATES A	Engineering	100-41601-3135	134.51
1486	RFC ENGINEERING, INC.	PLANNING COMMISSION MEE	Engineering	100-41601-3135	228.67
1486	RFC ENGINEERING, INC.	AMERICAN RESCUE PLAN STO	Covid 19	100-41701-4153	2,896.20
1486	RFC ENGINEERING, INC.	L1 B2 CATCHERS CREEK	Engineering	100-42401-3135	53.80
1486	RFC ENGINEERING, INC.	HAM LAKE BUILDING PERMIT	Engineering	100-42401-3135	40.35
1486	RFC ENGINEERING, INC.	L13 B1 HIDDEN FOREST E 2ND	Engineering	100-42401-3135	53.80
1486	RFC ENGINEERING, INC.	14-32-23-31-0012 ENCROACH	Engineering	100-42401-3135	26.90
1486	RFC ENGINEERING, INC.	3805 INTERLACHEN DRIVE	Engineering	100-42401-3135	40.35
1486	RFC ENGINEERING, INC.	TRACT E RLS9 BUILDING PER	Engineering	100-42401-3135	53.80
1486	RFC ENGINEERING, INC.	THOROUGHFARE PLAN	Engineering	100-43101-3135	107.61
1486	RFC ENGINEERING, INC.	PW TRAFFIC SIGN POLITY	Engineering	100-43101-3135	26.90
1486	RFC ENGINEERING, INC.	HAM LAKE GIS WEB CONVERS	Engineering	100-43101-3135	603.54
1486	RFC ENGINEERING, INC.	DRAINAGE ISSUE - SOUTH PO	Engineering	100-43103-3135	541.95
1486	RFC ENGINEERING, INC.	STORMWATER POND INVENT	Engineering	100-43201-3135	3,869.34
1486	RFC ENGINEERING, INC.	NPDES	Engineering	230-43201-3135	1,775.53
1486	RFC ENGINEERING, INC.	COPART	Engineering	431-43301-3135	13.45
1486	RFC ENGINEERING, INC.	2021 REHAB	Engineering	431-43301-3135	277.30
1486	RFC ENGINEERING, INC.	E FRONT RD CSAH18 - 171ST	Engineering	431-43301-3135	107.61
1486	RFC ENGINEERING, INC.	BUNKER, JEFFERSON - TH65	Engineering	431-43301-3135	67.25
1486	RFC ENGINEERING, INC.	181ST, CONCORD - HWY 65	Engineering	431-43301-3135	26.90
1486	RFC ENGINEERING, INC.	TIPPECANOE STREET FEASIBILI	Engineering	431-43301-3135	5,001.51
1486	RFC ENGINEERING, INC.	POLK STREET FEASIBILITY	Engineering	431-43301-3135	2,474.05
1486	RFC ENGINEERING, INC.	2020 REHAB	Engineering	431-43301-3135	215.22
1486	RFC ENGINEERING, INC.	13856 RADISSON ROAD LOT LI	Engineering	890-90001-3135	188.31

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1486	RFC ENGINEERING, INC.	GROWING GENERATIONS DAY	Engineering	890-90001-3135	13.45
1486	RFC ENGINEERING, INC.	ENTMINGER MINOR PLAT	Engineering	890-90001-3135	319.42
1486	RFC ENGINEERING, INC.	CROSTOWN ROLLING ACRES	Engineering	890-90001-3135	13.45
1486	RFC ENGINEERING, INC.	WHITETAIL CROSSING 2ND	Engineering	890-90001-3135	24.79
1486	RFC ENGINEERING, INC.	JAM HOPS	Engineering	890-90001-3135	26.90
1486	RFC ENGINEERING, INC.	HARMONY ESTATES 3RD	Engineering	890-90001-3135	40.35
1486	RFC ENGINEERING, INC.	EVERGREEN ESTATES	Engineering	890-90001-3135	1,460.86
1486	RFC ENGINEERING, INC.	HIDDEN FOREST EAST 3RD	Engineering	890-90001-3135	1,822.19
1486	RFC ENGINEERING, INC.	BRAASTAD LANDSCAPING	Engineering	890-90001-3135	363.53
1486	RFC ENGINEERING, INC.	CONSTANCE BOULEVARD TER	Engineering	890-90001-3135	13.45
1486	RFC ENGINEERING, INC.	ENCHANTED ESTATES 3RD	Engineering	890-90001-3135	672.55
1486	RFC ENGINEERING, INC.	CREEKSIDE FARMS	Engineering	890-90001-3135	904.07
1486	RFC ENGINEERING, INC.	RADISSON SUNSET ESTATES	Engineering	890-90001-3135	1,022.39
1486	RFC ENGINEERING, INC.	HIDDEN FOREST EAST PARK	Engineering	890-90001-3135	1,350.19
1486	RFC ENGINEERING, INC.	HIDDEN FOREST E 2ND	Engineering	890-90001-3135	49.27
1486	RFC ENGINEERING, INC.	CROSTOWN ROLLING ACRES	Engineering	890-90001-3135	370.80
1486	RFC ENGINEERING, INC.	CATCHERS CREEK	Engineering	890-90001-3135	53.80
1486	RFC ENGINEERING, INC.	NACS	Engineering	890-90001-3135	121.06
1486	RFC ENGINEERING, INC.	COON CREEK COMMERCIAL P	Engineering	890-90001-3135	157.08
1486	RFC ENGINEERING, INC.	MEADOW PARK RECONSTRUC	Engineering	431-43301-3135	937.54
1486	RFC ENGINEERING, INC.	GROUP PERMIT BILLING	Engineering	100-43501-3135	4,393.91
1486	RFC ENGINEERING, INC.	SODERVILLE DR ROW2019-14	Engineering	431-43301-3135	228.67
1486	RFC ENGINEERING, INC.	TWIN BIRCH ACRES ROW2021	Engineering	431-43301-3135	53.80
1486	RFC ENGINEERING, INC.	LUNDS LAKEVIEW FOREST RO	Engineering	431-43301-3135	53.80
1486	RFC ENGINEERING, INC.	LUNDS LAKEVIEW FOREST RO	Engineering	431-43301-3135	80.71
1486	RFC ENGINEERING, INC.	TWIN BIRCH ACRES ROW2021	Engineering	431-43301-3135	67.25
1486	RFC ENGINEERING, INC.	LUNDS LAKEVIEW FOREST RO	Engineering	431-43301-3135	67.26
1486	RFC ENGINEERING, INC.	CREEK VALLEY RECONSTRUCTI	Engineering	431-43301-3135	1,064.23
1486	RFC ENGINEERING, INC.	MSA GROUP BILLING	Engineering	431-43301-3135	174.87
1486	RFC ENGINEERING, INC.	POLK STREET	Engineering	431-43301-3135	26.90
1489	STAR TRIBUNE MEDIA COMPA	POLK STREET FEASIBILITY	Legal notices/publications/bid	431-43301-3950	47.16
1489	STAR TRIBUNE MEDIA COMPA	TIPPECANOE FEASIBILITY	Legal notices/publications/bid	431-43301-3950	47.16
1489	STAR TRIBUNE MEDIA COMPA	HIDDEN FOREST PARK	Legal notices/publications/bid	890-90001-3950	55.02
1489	STAR TRIBUNE MEDIA COMPA	HIDDEN FOREST EAST 3RD	Legal notices/publications/bid	890-90001-3950	61.57
1489	STAR TRIBUNE MEDIA COMPA	ENCHANTED FOREST	Legal notices/publications/bid	890-90001-3950	44.54
1489	STAR TRIBUNE MEDIA COMPA	BICKFORD'S BBQ	Legal notices/publications/bid	890-90001-3950	73.36
1489	STAR TRIBUNE MEDIA COMPA	GREENS WORLD	Legal notices/publications/bid	890-90001-3950	43.23
1490	WRUCK SEWER & PORTABLE	FREEDOM FESTIVAL TOILET RE	Community celebrations	100-41701-4115	165.00
63107	NORTHERN LIGHTER PYROTEC	FIREWORKS - FREEDOM FESTI	Community celebrations	100-41701-4115	5,000.00
63108	ACE SOLID WASTE INC	JULY ORGANICS	Waste management & recycli	231-43601-3630	295.69
63109	ACE SOLID WASTE INC	JUNE YARDWASTE	Waste management & recycli	231-43601-3630	2,882.30
63110	ALL CITY ELEVATOR INC	3RD QTR MAINTENANCE	Building repair & maintenanc	100-41702-3420	195.00
63111	ANOKA COUNTY PROPERTY	DARSOW DRIVEWAY	Refunds & reimbursements	100-37601	46.00
63112	ANOKA COUNTY TREASURY D	3RD QTR LAW ENFORCEMENT	Police protection	100-42101-3155	288,998.50
63113	ASPEN MILLS INC	NAME TAGS - MR, JW, JW	Clothing & personal protectiv	100-42201-2210	44.55
63113	ASPEN MILLS INC	UNIFORM - AK	Clothing & personal protectiv	100-42201-2210	184.08
63113	ASPEN MILLS INC	UNIFORM - CS	Clothing & personal protectiv	100-42201-2210	184.08
63113	ASPEN MILLS INC	SHIRTS - MR	Clothing & personal protectiv	100-42201-2210	85.66
63113	ASPEN MILLS INC	UNIFORM - DB	Clothing & personal protectiv	100-42201-2210	184.08
63113	ASPEN MILLS INC	UNIFORM - AS	Clothing & personal protectiv	100-42201-2210	184.08
63114	CARSON, CLELLAND, & SCHRE	CITY CHARTER	Attorney	100-41101-3110	52.50
63114	CARSON, CLELLAND, & SCHRE	OFF-SALE LIQUOR LICENSE AP	Attorney	100-41101-3110	70.00
63114	CARSON, CLELLAND, & SCHRE	PUBLIC EXPENDITURES	Attorney	100-41101-3110	70.00
63114	CARSON, CLELLAND, & SCHRE	PEDDLERS LICENSE	Attorney	100-41101-3110	70.00
63114	CARSON, CLELLAND, & SCHRE	SEPTIC SERVICE	Attorney	100-41101-3110	70.00
63114	CARSON, CLELLAND, & SCHRE	CITY COUNCIL MEETINGS	Attorney	100-41101-3110	180.00
63114	CARSON, CLELLAND, & SCHRE	TOBACCO SALES	Attorney	100-41101-3110	70.00
63114	CARSON, CLELLAND, & SCHRE	SIGN ORDINANCE	Attorney	100-41102-3110	105.00
63114	CARSON, CLELLAND, & SCHRE	PROSECUTIONS	Attorney	100-41501-3110	6,500.00
63114	CARSON, CLELLAND, & SCHRE	NATURE GIRL PHARMS	Attorney	100-41601-3110	105.00

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63114	CARSON, CLELLAND, & SCHRE	FIRE RELIEF ASSOCIATION	Attorney	100-42201-3110	210.00
63114	CARSON, CLELLAND, & SCHRE	HIDDEN FOREST EAST EAW	Attorney	890-90001-3110	105.00
63114	CARSON, CLELLAND, & SCHRE	GREEN WORLD	Attorney	890-90001-3110	122.50
63115	CENTERPOINT ENERGY	CITY HALL INTERIM REFUND	Natural gas	100-41702-3620	-61.89
63115	CENTERPOINT ENERGY	CITY HALL	Natural gas	100-41702-3620	127.17
63115	CENTERPOINT ENERGY	FIRE #1 INTERIM REFUND	Natural gas	100-42202-3620	-30.67
63115	CENTERPOINT ENERGY	FIRE #1	Natural gas	100-42202-3620	32.32
63115	CENTERPOINT ENERGY	FIRE #2	Natural gas	100-42202-3620	62.52
63115	CENTERPOINT ENERGY	FIRE #2 INTERIM REFUND	Natural gas	100-42202-3620	-67.46
63115	CENTERPOINT ENERGY	PW INTERIM REFUND	Natural gas	100-43104-3620	-108.40
63115	CENTERPOINT ENERGY	PW	Natural gas	100-43104-3620	86.05
63115	CENTERPOINT ENERGY	H.L. PARK BUILDING	Natural gas	100-44102-3620	33.01
63115	CENTERPOINT ENERGY	H.L. PARK PAVILION	Natural gas	100-44102-3620	23.03
63115	CENTERPOINT ENERGY	H.L. PARK PAVILION INTERIM	Natural gas	100-44102-3620	-17.04
63115	CENTERPOINT ENERGY	H.L. PARK BUILDING INTERIM	Natural gas	100-44102-3620	-50.59
63115	CENTERPOINT ENERGY	SR CTR INTERIM REFUND	Natural gas	100-44202-3620	-33.33
63115	CENTERPOINT ENERGY	SR CENTER	Natural gas	100-44202-3620	68.47
63116	CENTRAL WOOD PRODUCTS I	LION'S PARK MULCH	Operating supplies	100-44101-2290	1,555.20
63117	CENTURY COLLEGE	FIRE OFFICER 1 - PD	Training/conferences/schools	100-42201-3510	500.00
63118	CITY OF COLUMBUS	JUNE SIGNAL LEXINGTON & B	Electricity	100-43401-3610	24.57
63119	CITY OF ROSEVILLE	2021 DW LASERFICHE & ADO	Software licenses & upgrades	100-41201-2510	19.33
63119	CITY OF ROSEVILLE	2021 DS, SHARED LASERFICHE	Software licenses & upgrades	100-41301-2510	477.58
63119	CITY OF ROSEVILLE	2021 AW, SK LASERFICHE & A	Software licenses & upgrades	100-41401-2510	24.92
63119	CITY OF ROSEVILLE	2021 JB LASERFICHE & ADOBE	Software licenses & upgrades	100-41601-2510	19.33
63119	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-41701-3210	115.83
63119	CITY OF ROSEVILLE	IT SERVICE	Computer & software support	100-41707-3120	3,499.60
63119	CITY OF ROSEVILLE	2021 TM LASERFICHE & ADOB	Software licenses & upgrades	100-42201-2510	24.92
63119	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42201-3210	64.25
63119	CITY OF ROSEVILLE	2021 NW, TD LASERFICHE & A	Software licenses & upgrades	100-42401-2510	44.25
63119	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42401-3210	102.83
63119	CITY OF ROSEVILLE	2021 JW ADOBE LICENSE	Software licenses & upgrades	100-43101-2510	5.58
63119	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-43101-3210	64.25
63119	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44101-3210	12.83
63119	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44201-3210	51.42
63120	CITY OF ST PAUL	6 TN ASPHALT MIX	Blacktop maintenance	100-43101-3410	390.84
63121	COMFORT PEST CONTROL OF	SR CTR INSECT CONTROL	Building repair & maintenanc	100-44202-3420	60.00
63122	COMPENSATION CONSULTAN	2ND QTR FLEX ADMINISTRATI	Other professional services	100-41701-3190	75.00
63123	CUMMINS SALES & SERVICE	E1 TURBO CHARGER/ACTUAT	Fire apparatus repair & maint	100-42201-3450	6,993.67
63124	DEHN OIL CO	175 GAL. DIESEL	Fuel	100-43101-2230	451.50
63124	DEHN OIL CO	190 GAL GASOLINE	Fuel	100-43101-2230	525.35
63125	DO ALL PRINTING	AS-BUILT FORMS	Office supplies	100-42401-2110	290.00
63125	DO ALL PRINTING	CORRECTION NOTICE FORMS	Office supplies	100-42401-2110	120.00
63125	DO ALL PRINTING	INDV. SEPTIC PUMPING RECO	Office supplies	100-42401-2110	105.00
63126	EMERGENCY APPARATUS MTC	E2 - PUMP PANEL LIGHTS	Fire apparatus repair & maint	100-42201-3450	148.29
63126	EMERGENCY APPARATUS MTC	T1 WIPERS, DOOR LIGHT, SIRE	Fire apparatus repair & maint	100-42201-3450	1,146.63
63126	EMERGENCY APPARATUS MTC	T2 SEAT BELT ALARM	Fire apparatus repair & maint	100-42201-3450	495.62
63127	FIRE INSTRUCTION & RESCUE	LADDER REFRESHER	Training/conferences/schools	100-42201-3510	600.00
63127	FIRE INSTRUCTION & RESCUE	EMERGENCY DRIVING	Training/conferences/schools	100-42201-3510	600.00
63127	FIRE INSTRUCTION & RESCUE	HYBRID VEHICLES	Training/conferences/schools	100-42201-3510	600.00
63127	FIRE INSTRUCTION & RESCUE	INCIDENT COMMAND	Training/conferences/schools	100-42201-3510	600.00
63127	FIRE INSTRUCTION & RESCUE	HAZMAT REFRESHER	Training/conferences/schools	100-42201-3510	600.00
63128	FIRST ADVANTAGE LNS OCC H	ANNUAL ENROLLMENT - AC	Personnel testing & recruitme	100-44101-3150	34.19
63129	FLEETPRIDE	FILTERS	Operating supplies	100-43101-2290	53.63
63130	GRATITUDE FARMS	JUNE ANIMAL CONTROL	Other professional services	100-42501-3190	250.00
63131	HAM LAKE HARDWARE INC	ROPE - LION'S PARK	Operating supplies	100-44101-2290	39.98
63131	HAM LAKE HARDWARE INC	BOLT CUTTERS & FENCE PLIER	Small tools	100-44101-2410	67.98
63131	HAM LAKE HARDWARE INC	SHERIFF'S OFFICE URINAL BAT	Building repair & maintenanc	100-41702-2310	7.98
63132	HAM LAKE HAULERS INC	2ND QTR RECYCLING	Waste management & recycli	231-43601-3630	8,127.50
63133	LINCOLN NATIONAL LIFE INSU	AUG LT DISABILITY	Other payroll deductions	100-21706	376.85
63133	LINCOLN NATIONAL LIFE INSU	AUG ST DISABILITY	Other payroll deductions	100-21706	718.44

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63134	MACQUEEN EQUIPMENT/MA	SCBA FLOW TESTS, FACEPIECE	Equipment repair & maintena	100-42201-3440	1,785.00
63135	MENARDS-BLAINE	LESS REBATE -2020ELECTION	Refunds & reimbursements	100-37601	-6.00
63135	MENARDS-BLAINE	PARK SUPPLIES	Operating supplies	100-44101-2290	150.75
63135	MENARDS-BLAINE	LESS RETURN: DUG OUT COVE	Capital assets	440-44103-5110	-24.49
63135	MENARDS-BLAINE	LESS RETURN: DUG OUT COVE	Capital assets	440-44103-5110	-119.56
63136	MINNESOTA EQUIPMENT	NEW MOWER TUBE	Equipment parts & supplies	100-44101-2320	22.99
63136	MINNESOTA EQUIPMENT	MISC PARTS	Operating supplies	100-44101-2290	100.53
63137	MN DEPARTMENT OF LABOR	2ND QTR SURCHARGE	Surcharge	100-22801	462.00
63138	MN FIRE SERVICE CERT BOAR	FIRE OFFICER 1 CERT. EXAM -	Training/conferences/schools	100-42201-3510	120.00
63138	MN FIRE SERVICE CERT BOAR	FIREFIGHTER II - DB, LD, AK, D	Training/conferences/schools	100-42201-3510	720.00
63138	MN FIRE SERVICE CERT BOAR	FIREFIGHTER I - DB, LD, AK, DL	Training/conferences/schools	100-42201-3510	720.00
63138	MN FIRE SERVICE CERT BOAR	HAZ MAT - DB, LD, AK, DL, CS,	Training/conferences/schools	100-42201-3510	1,020.00
63139	MN PEIP	AUGUST HEALTH INSURANCE	Flexible spending	100-21705	13,309.12
63140	PREMIUM WATERS INC	JULY WATER COOLER RENTAL	Equipment rentals	100-41701-3320	14.00
63140	PREMIUM WATERS INC	JUNE WATER/BOTTLE DEPOSI	Equipment rentals	100-41701-3320	11.40
63141	QUADIENT LEASING USA INC	AUG - OCT POSTAGE METER L	Equipment rentals	100-41701-3320	462.06
63142	ROUTE 65 PUB & GRUB	FREEDOM FEST PULLED PORK	Community celebrations	100-41701-4115	4,642.75
63143	RUFFRIDGE JOHNSON EQUIP	#60 REPAIR PART	Equipment parts & supplies	100-43101-2320	344.72
63144	S & S INDUSTRIAL SUPPLY INC	MISC SUPPLIES	Operating supplies	100-43101-2290	22.49
63145	SANDRA FLAHERTY	SRWMO MEETINGS (4/1, 5/6)	Advisory/representative	100-43201-1610	60.00
63145	SANDRA FLAHERTY	URRWMO MEETING (5/4)	Advisory/representative	100-43201-1610	30.00
63146	SITEONE LANDSCAPE SUPPLY	FIRE #2 IRRIGATION SPRINKLE	Building repair & maintenanc	100-42202-2310	178.58
63147	SMITH BROTHERS DECORATIN	BLDG INSPEC GARAGE PAINT	Building repair & maintenanc	100-41702-2310	89.34
63147	SMITH BROTHERS DECORATIN	LIONS PARK PAINT SUPPLIES	Building repair & maintenanc	100-44202-2310	88.63
63147	SMITH BROTHERS DECORATIN	LIONS PARK PAINT SUPPLIES	Building repair & maintenanc	100-44102-2310	4.80
63147	SMITH BROTHERS DECORATIN	LIONS PARK PAINT SUPPLIES	Building repair & maintenanc	100-44102-2310	143.93
63147	SMITH BROTHERS DECORATIN	LIONS PARK PAINT SUPPLIES	Building repair & maintenanc	100-44102-2310	24.67
63148	SUMMIT COMPANIES	RESIDENT EXTINGUISHER SER	Fire Extinguisher	100-20203	5.50
63148	SUMMIT COMPANIES	VEHICLE EXTINGUISHER SERVI	Equipment repair & maintena	100-42201-3440	54.50
63149	TRI STATE BOBCAT, INC.	#47 FILTERS	Equipment parts & supplies	100-44101-2320	142.27
63150	TRIO CONTRACTING	DUPLICATE PERMIT #531 & 53	Surcharge	100-22801	2.00
63150	TRIO CONTRACTING	DUPLICATE PERMIT #531 & 53	Building permits	100-32201	120.00
63151	TWIN CITY GATE LLC	GATE STROBE LIGHT	Building repair & maintenanc	100-43104-2310	275.00
63152	VERIZON WIRELESS	612-916-1358 SR CTR	Phones/radios/pagers	100-44201-3210	8.92
63153	WIPERS AND WIPES, INC.	PAPER TOWELS	Operating supplies	100-44101-2290	-59.88
63153	WIPERS AND WIPES, INC.	PAPER TOWELS	Operating supplies	100-44101-2290	-59.88
63153	WIPERS AND WIPES, INC.	PAPER TOWELS, GLOVES, TOIL	Operating supplies	100-44101-2290	822.71
63153	WIPERS AND WIPES, INC.	SHOP TOWELS	Operating supplies	100-43101-2290	50.43
63154	WRIGHT-HENNEPIN COOPERA	AUG SECURITY MONITORING	Monitoring	100-41702-3145	32.95
63154	WRIGHT-HENNEPIN COOPERA	AUG ELEVATOR MONITORING	Monitoring	100-41702-3145	10.00
63154	WRIGHT-HENNEPIN COOPERA	AUG W FIRE PANEL MONITOR	Monitoring	100-43104-3145	52.95
DFT0002239	MN STATE DEPT OF REVENUE-	JUNE 2021 FUEL TAX	Fuel	100-43101-2230	86.93
DFT0002240	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,375.00
DFT0002240	EMPOWER	Roth IRA	Deferred compensation	100-21704	50.00
DFT0002241	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	5,059.14
DFT0002241	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,596.88
DFT0002241	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	6,384.02
DFT0002242	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,365.73
DFT0002243	PERA	Retirement-Coordinated	PERA	100-21703	6,432.95
DFT0002243	PERA	Retirement-Police & Fire	PERA	100-21703	1,055.33

Grand Total: 443,283.27

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	391,585.30
230 - FUTURE DRAINAGE	1,775.53
231 - RECYCLING	11,305.49
431 - REVOLVING STREET	29,267.87
440 - PARK & BEACH LAND	-144.05
890 - TRUST FUND	9,493.13
<b>Grand Total:</b>	<b>443,283.27</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-11502	COBRA receivable	42.00
100-20203	Fire Extinguisher	5.50
100-21701	Federal WH/FICA/MC	13,040.04
100-21702	State W/H	2,365.73
100-21703	PERA	7,488.28
100-21704	Deferred compensation	1,425.00
100-21705	Flexible spending	14,404.19
100-21706	Other payroll deductions	1,095.29
100-22801	Surcharge	464.00
100-32201	Building permits	120.00
100-37601	Refunds & reimburseme	40.00
100-41101-3110	Attorney	582.50
100-41101-3135	Engineering	746.35
100-41101-3136	Engineering-comprehen	861.12
100-41102-3110	Attorney	105.00
100-41201-2510	Software licenses & upgr	19.33
100-41301-2510	Software licenses & upgr	477.58
100-41401-2510	Software licenses & upgr	24.92
100-41501-3110	Attorney	6,500.00
100-41601-2510	Software licenses & upgr	19.33
100-41601-3110	Attorney	105.00
100-41601-3135	Engineering	565.01
100-41701-3190	Other professional servi	75.00
100-41701-3210	Phones/radios/pagers	115.83
100-41701-3320	Equipment rentals	487.46
100-41701-4115	Community celebrations	9,807.75
100-41701-4153	Covid 19	2,896.20
100-41702-2310	Building repair & mainte	97.32
100-41702-3145	Monitoring	42.95
100-41702-3420	Building repair & mainte	195.00
100-41702-3620	Natural gas	65.28
100-41707-3120	Computer & software su	3,499.60
100-42101-3155	Police protection	288,998.50
100-42201-2210	Clothing & personal prot	866.53
100-42201-2320	Equipment parts & suppl	3.99
100-42201-2510	Software licenses & upgr	24.92
100-42201-3110	Attorney	210.00
100-42201-3210	Phones/radios/pagers	64.25
100-42201-3440	Equipment repair & mai	1,839.50
100-42201-3450	Fire apparatus repair &	8,784.21
100-42201-3510	Training/conferences/sc	6,080.00
100-42202-2310	Building repair & mainte	178.58
100-42202-3620	Natural gas	-3.29
100-42401-2110	Office supplies	515.00
100-42401-2510	Software licenses & upgr	44.25
100-42401-3135	Engineering	269.00
100-42401-3210	Phones/radios/pagers	102.83



**Account Summary**

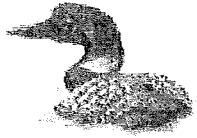
Account Number	Account Name	Payment Amount
100-42501-3190	Other professional servi	250.00
100-43101-2210	Clothing & personal prot	301.59
100-43101-2230	Fuel	1,063.78
100-43101-2240	Safety supplies	36.00
100-43101-2290	Operating supplies	135.13
100-43101-2320	Equipment parts & suppl	344.72
100-43101-2340	Vehicle parts & supplies	23.59
100-43101-2410	Small tools	13.98
100-43101-2510	Software licenses & upgr	5.58
100-43101-3135	Engineering	738.05
100-43101-3210	Phones/radios/pagers	64.25
100-43101-3410	Blacktop maintenance	390.84
100-43103-3135	Engineering	541.95
100-43104-2310	Building repair & mainte	275.00
100-43104-3145	Monitoring	52.95
100-43104-3620	Natural gas	-22.35
100-43201-1610	Advisory/representative	90.00
100-43201-3135	Engineering	3,869.34
100-43401-3610	Electricity	24.57
100-43501-3135	Engineering	4,393.91
100-44101-2290	Operating supplies	2,549.41
100-44101-2320	Equipment parts & suppl	165.26
100-44101-2410	Small tools	67.98
100-44101-3150	Personnel testing & recr	34.19
100-44101-3210	Phones/radios/pagers	12.83
100-44102-2310	Building repair & mainte	173.40
100-44102-3620	Natural gas	-11.59
100-44201-3210	Phones/radios/pagers	60.34
100-44202-2310	Building repair & mainte	88.63
100-44202-3420	Building repair & mainte	60.00
100-44202-3620	Natural gas	35.14
230-43201-3135	Engineering	1,775.53
231-43601-3630	Waste management & r	11,305.49
431-43301-3135	Engineering	29,173.55
431-43301-3950	Legal notices/publicatio	94.32
440-44103-5110	Capital assets	-144.05
890-90001-3110	Attorney	227.50
890-90001-3135	Engineering	8,987.91
890-90001-3950	Legal notices/publicatio	277.72
	<b>Grand Total:</b>	<b>443,283.27</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	403,620.80
200512-100	66.10
200912-100	2,774.77
200922-100	13.45
201102.033-100	67.25
201302.089-100	442.30
201709-100	1,440.82
201805-100	9,187.06
201902.93-100	2,500.95
201902.93-120	47.16
201907-100	4,875.67
202002.057-100	26.90
202002.083-100	107.61
202102.053-100	5,028.41
202102.053-120	47.16

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
202103-100	937.54
202105-100	1,064.23
Comp Plan-100	874.57
MISC-100	667.39
Trust-110	524.94
Trust-200	165.73
Trust-210	8,540.79
Trust-305	73.36
Trust-315	188.31
<b>Grand Total:</b>	<b>443,283.27</b>



City of Ham Lake, MN

# EFT Payroll Check Register Report Summary

Pay Period: 6/27/2021-7/10/2021

Packet: PYPKT01179 - PPE 07/10/21 PAID 07/16/21  
Payroll Set: City of Ham Lake - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	38	38,143.35
<b>Total</b>	<b>38</b>	<b>38,143.35</b>

3:49 PM

07/14/21

Accrual Basis

**CITY OF HAM LAKE-TRUST**  
**MONTHLY CHECK REGISTER**  
July 1 - 14, 2021

Type	Date	Num	Name Contact	Memo	Amount
<b>Jul 1 - 14, 21</b>					
Check	07/02/2021	5695	LANG BUILDERS	DRIVEWAY ESCROW 14465 PACKARD ST	-2,600.00
Check	07/14/2021	5696	PRICE CUSTOM HOMES	DRIVEWAY ESCROW 4605-141ST LANE	-2,600.00
Check	07/14/2021	5697	PRICE CUSTOM HOMES	TURF ESCROW 4605-141ST LANE	-2,500.00
Check	07/14/2021	5698	PRICE CUSTOM HOMES	TURF ESCROW 4839-145TH AVE	-2,500.00
Check	07/14/2021	5699	CANDICE TODD	07/04/21 HAM LAKE PARK DEPOSIT	-150.00
Check	07/14/2021	5700	BOULDER CONTRACTING	TURF ESCROW 622-152ND LANE	-2,500.00
Check	07/14/2021	5701	PREMIER CUSTOM HOMES	DRIVEWAY ESCROW 14322 OPAL ST	-2,600.00
Check	07/14/2021	5702	PREMIER CUSTOM HOMES	TURF ESCROW 14322 OPAL STREET	-2,500.00
Check	07/14/2021	5703	BOULDER CONTRACTING	DRIVEWAY ESCROW 752-152ND LANE	-2,600.00
Check	07/14/2021	5704	BOULDER CONTRACTING	TURF ESCROW 752-152ND LANE	-2,500.00
Check	07/14/2021	5705	BOULDER CONTRACTING	DRIVEWAY ESCROW 652-152ND LANE	-2,600.00
Check	07/14/2021	5706	BOULDER CONTRACTING	TURF ESCROW 652-152ND LANE	-2,500.00
Check	07/14/2021	5707	SHERCO CONSTRUCTION	TURF ESCROW 4521 - 161ST AVENUE	-2,500.00
Check	07/14/2021	5708	PRICE CUSTOM HOMES	DRIVEWAY ESCROW 3028 BUNKER LAKE BOULEVARD	-2,600.00
Check	07/14/2021	5709	PRICE CUSTOM HOMES	TURF ESCROW 3028 BUNKER LAKE BOULEVARD	-2,500.00
<b>Jul 1 - 14, 21</b>					<b>-35,750.00</b>

RESOLUTION NO. 21-XX  
RESOLUTION APPROVING CONTRIBUTIONS

WHEREAS, the City of Ham Lake is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Sections 412.21 and 465.03 for the benefit of its citizens, and

WHEREAS, the following persons and entities have offered to contribute the cash sums set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
Ham Lake Chamber of Commerce (Fire Works – Freedom Festival)	\$4,000.00

WHEREAS, all such sums have been contributed to assist the City in the establishment and operation of programs within the City’s corporate limits either alone or in cooperation with others, as allowed by law; and

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ham Lake, Minnesota, as follows:

1. The contributions described above are hereby accepted by the City of Ham Lake and shall be used to establish and operate programs within the City’s corporate limits either alone or in cooperation with others, as allowed by law.
2. That the City Clerk is hereby directed to issue receipts to each donor acknowledging the City’s receipt of the donor’s contribution.

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

\_\_\_\_\_  
Gary Kirkeide, Acting Mayor

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

**LG555 Government Approval or Acknowledgment for Use of Gambling Funds**

Keep this completed form attached to the LG100C in your organization's records. You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

**ORGANIZATION AND EXPENDITURE INFORMATION (attach additional sheets if necessary)**

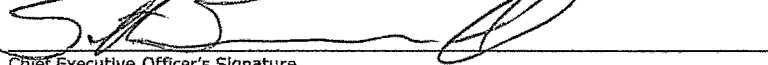
Organization Name: Ham Lake Area Chamber of Commerce	License Number: 02948
Address: 15544 Central Ave. NE	City/State/Zip: Ham Lake, MN 55304

- Amount of proposed lawful purpose expenditure: \$4,000.00
- Check one expenditure category:
  - A. **Contribution to a unit of government**—United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities.
  - B. **Wildlife management project or activity** that benefits the public at large, with approval by the Minnesota Department of Natural Resources (DNR).
  - C. **Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statutes, Sections 84.83 and 84.927, including purchase or lease of equipment, with approval by the DNR. All trails must be open to public use.
  - D. **Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
  - E. **Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the MPCA.

3. Describe the proposed expenditure, including vendors:

Freedom Festival

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minn. Rule 7861.0320, subp. 17, para. C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on form LG100C.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that the MPCA has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website: [www.pca.state.mn.us](http://www.pca.state.mn.us)

  
Chief Executive Officer's Signature

6/16/2021  
Date

Scott Summerbell  
Print Name

612-414-3116  
Daytime Phone

**GOVERNMENT APPROVAL/ACKNOWLEDGMENT**

Contribution amount: \$ 4,000.00 . Government use of contribution (check one):

- Wildlife**—DNR approves the wildlife management project or activity.
- Trails**—DNR approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- Safety training**—DNR approves the supplies/materials for DNR safety training and educational programs.
- Water quality testing**—MPCA approves the surface water quality testing project.
- Donation to other unit of government** (city, county, state, federal, or any of their subdivisions) provided the funds will not be used for a pension or retirement fund.

Unit of Government: City of Ham Lake	Phone: 763-434-9555
--------------------------------------	---------------------

Address: 15544 Central Ave NE	City/State/Zip: Ham Lake, MN 55304
-------------------------------	------------------------------------

By signature below, the representative of the unit of government acknowledges and approves the contribution amount for the use as listed above.

  
Signature

7-2-21  
Date

Nicole Wheeler  
Print Name

Admin Assistant  
Title

**Questions?** Contact the Minnesota Gambling Control Board at 651-539-1900. This form will be made available in alternative format (i.e. large print, braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

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

**To:** Mayor and Councilmembers  
**From:** Don Krueger, on behalf of the Council Liaisons to the Fire Dept.  
**Item/Title/Subject:** Amendment to Fire Department Regulations

**Introduction/Discussion:**

Revised language is included on the attached amendment to the regulations.

There have been ongoing discussions for the past several years regarding a future full-time fire chief retaining membership (or becoming a member) of the Ham Lake Fire Relief Association (HLFRA.) Members of the fire department earn service credit towards a lump sum pension paid by the HLFRA. Fire Chief Mike Raczkowski has been a member of the HLFRA for over 20 years, and now also serves as the City’s full-time fire chief.

The City Council fire department liaisons have discussed this topic. City Attorney Joseph Murphy was contacted and suggested we clarify, as much as possible, what times or hours will be encompassed in the full-time salaried position. In the proposed change to the Regulations, City Hall hours as listed in the Employee Handbook will be considered full-time hours. HLFRA President Jesse Wilken has been a part of the discussions, including with HLFRA board members and regular members. He has also done some additional research.

Work in the full-time position of Fire Chief makes contributions to and earns credits in the Public Employees Retirement Association, Police and Fire Plan (PERA.) Calls attended by the Fire Chief during full-time hours will not count towards the call percentage needed to earn HLFRA service credit. An example of the form used for calculations is shown here and is referenced in the proposed amendments to Regulation 8.

<b>2021 Statistics</b>
<b>Call Attendance</b>
Total number of calls for your assigned station Individual adjustments to calls (vacation,leave,etc.)
<b>Adjusted number of calls at assigned station</b> 33% (minimum requirement) of calls
<b>Number of calls you attended</b>
<b>Percentage of calls made</b>
<b>Drills/Meetings Attendance</b>
Total Drills/Meetings Attended Total Drills/Meetings Presented
<b>Your Percentage</b>

**Recommendation:**

The Council Liaisons and I recommend approval of this amendment to **REGULATION 8: Attendance.**

### 7-3 Administrative Leave

A firefighter may be placed on inactive status by the Chief for cause. No service credit will be earned while on Administrative Leave.

### 7-4 Compensation

Personnel who receive monthly (or other periodic) compensation, such as officer pay, will have their pay suspended during a personal, non-service connected medical, or administrative leave of absence. Partial months will be prorated.

### 7-5 Vacation Absence

A firefighter on a vacation absence will be excused from all calls, drills and meetings.

The amount of vacation time awarded in a calendar year will be based on the firefighter's complete years of service credit that will be earned during that year. A firefighter with five to nine years of active service credit will receive 7-days vacation each year. A firefighter with 10 or more years of active service credit will receive 14-days vacation each year. Vacation days must be used in 7 day increments and unused Vacation Absence may not be carried over to a following year.

Prior to the Vacation Absence, a Vacation Request Form must be completed by the firefighter and approved by a chief officer. Vacation absences will be awarded on a first-come-first-served basis. Not more than five vacation absences will be allowed for the same date(s.)

### 7-6 Return to Active Duty

A firefighter returning to active duty from a leave longer than 90 days shall be required to attend training classes set up by the Training Officer to obtain any required training missed before getting the approval of the Chief to return to active duty.

If missed, the department physical examination will also have to be completed before returning to duty.

## **REGULATION 8: Attendance**

### 8-1 Drills/Meetings

All firefighters shall attend a minimum of 60% of all Drills/Meetings each year with a quarterly review; however, no one shall miss more than 50% of any one type of drill/meeting. Late attendance or leaving without the approval of the officer in charge shall be considered a non-attendance.

Officers are also required to attend the officers meeting.

Some training and drills are mandatory requiring ALL firefighters to successfully complete, and/or they may lead to required certification. Certain "skill" or "proficiency" type drills will require firefighters to demonstrate job



related abilities. Examples are: CPR, In-service, Pumping, Breathing Apparatus, and others.

The type and frequency of the skill drills referenced here will be specified by fire department policy. Firefighters must make up missed skill drills through arrangements with the training officer. Failure to successfully complete mandatory training and drills may result disciplinary action, up to and including being placed on Administrative Leave.

#### 8-1 (a) Full-time Fire Chief

When the full-time Ham Lake Fire Chief is also a member of the Ham Lake Fire Relief Association, they may continue to earn service pension credit in the relief association upon meeting the requirements listed in 8-1.

#### 8-2 Calls

All firefighters shall attend a minimum of 33% of all calls charged to their assigned station. The method of calculating individual firefighter call percentages will be based on the applicable Policy Memo. Firefighters who fail to meet the required percentage of calls on a quarterly basis shall be subject to disciplinary action as specified in Regulation 8-3.

It is the responsibility of each firefighter to sign their name on the attendance roster for calls they attend. Any firefighters arriving at the station before trucks return to station shall receive credit for the call. Any firefighter leaving a call without the approval of a Chief Officer or the Officer in charge shall not receive credit for the call.

If a call is cancelled within 1 minute of initial tone out, then no credit will be given to anyone. If a call is canceled after the first minute, all personnel arriving at the station within 10 minutes will be given credit.

#### 8-2 (a) Full-time Fire Chief

When the full-time Ham Lake Fire Chief is also a member of the Ham Lake Fire Relief Association, they may continue to earn service pension credit in the relief association when their "Percentage of calls made" is a minimum of 33%. The percentage of calls made will be calculated as follows:

- "Total number of calls for your assigned station" will be entered as usual.
- "Individual adjustments to calls (vacation, leave, etc.)" will be entered, if needed.
- "Adjusted Number of calls at assigned station" will calculate.
- "Number of calls you attended" (This number is the 'total number of calls attended' minus the 'number of calls attended during working hours.')  
(Working hours are normal City Hall hours listed in Employee Handbook.)
- "Percentage of calls made" will calculate. ("Number of calls you attended" divided by "Adjusted Number of calls at assigned station")

Meeting Date: July 19, 2021

**CITY OF HAM LAKE**

**To: Mayor and Councilmembers**

**From: Michael Raczkowski, Fire Chief (on behalf of the Personnel Committee)**

**Item/Title/Subject: Fire Inspections Officer**

**Introduction/Discussion:**

No fire inspections have been done in the City of Ham Lake since June of 2019, we are at this point two years behind. I am enrolled in a fire inspector 1 course starting in October but will not be certified until January of 2022 to be doing inspections.

I am proposing to rehire a temporary Fire Inspector for up to 6 months to help get the city up to date and for me to work side by side them to help in training.

**Recommendation:**

To rehire Fred Trosvik as Fire Inspector part-time 10-15 hrs. a week for up to 6 months at an hourly rate \$36.76 with a start date of August 2, 2021.

## Memorandum

Date: July 14, 2021  
To: Planning Commissioners  
From: Tom Collins, City Engineer *TPC*  
Subject: Constance Boulevard Terrace

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### **Introduction:**

The Final Plat of the 13-lot residential development of Constance Boulevard Terrace was approved at the October 19, 2020 City Council meeting. Based on discussions with the Developer, it is understood that construction will be commencing in the near future.

### **Discussion:**

The Anoka County Highway Department (ACHD) is requiring construction of a Constance Boulevard east-bound right-turn lane at Tippecanoe Street. The ACHD is also extending the County Ditch #11 culvert, from the northeast corner to the southwest corner of Tippecanoe Street, so that the right turn lane can be constructed and the guard rail can be removed. With the exception of 50% of the cost of construction, which includes construction engineering, the ACHD is responsible for all costs associated with the improvements to Constance Boulevard. The City Attorney drafted Preliminary Development Agreement is attached, which requires that the Developer post 150% of the estimated costs for Developer participation in construction of the east bound right-turn lane by the ACHD contractor. The Preliminary Development Agreement will cover any City costs associated with the Joint Powers Agreement for construction of the turn lane.

### **Recommendations:**

It is recommended that the Preliminary Development Agreement be approved.

## **PRELIMINARY DEVELOPMENT AGREEMENT**

(Developer Performance After Plat Execution by City)

**AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_, 2021, between the City of Ham Lake, a Political Subdivision under the laws of the State of Minnesota ("City"), and Constance Boulevard Terrace LLC ("Developer").

### **RECITALS**

Developer has received final plat approval for a subdivision to be named Constance Boulevard Terrace and desires to begin construction. As a direct result of the proposed Development, the Anoka County Highway Department has required the construction of an eastbound right turn lane from Constance Boulevard (County Road 60) onto Tippecanoe Street. Anoka County and the City will enter into a Joint Powers Agreement authorizing and outlining the construction project. The Developer agrees to fully reimburse the City for the City's actual construction costs associated with the construction of the eastbound turn lane.

It is therefore agreed as follows:

#### **1. Preliminary Nature of Agreement**

During the term of this agreement, the City agrees to designate the Developer as the sole developer of the property. The parties agree to work cooperatively towards construction of the Constance Boulevard Terrace Development as well as the construction of the eastbound right turn lane on Constance Boulevard. The parties anticipate entering into a subsequent Development Agreement that more fully outlines the Developer's obligations and requirements that must be met as conditions for the City to record the plat of Constance Boulevard Terrace with the Anoka County Recorder. This Preliminary Development Agreement shall remain in full force and effect until the execution of said Development Agreement.

#### **2. Developer Obligations**

Developer shall be obligated to fully reimburse the City for all the actual construction costs incurred by the City as a result of the construction of the eastbound turn lane on Constance Boulevard. The City construction costs are 50% of the total Anoka County Highway Department costs for construction of the east-bound right-turn lane, per the attached CR 60 AT TIPPECANOE ST cost exhibit. Pursuant to the terms of the proposed Joint Powers Agreement, the estimated construction cost to the City from the project is currently estimated to be \$30,711.04, with the remainder of the project being funded by Anoka County. Developer acknowledges and understands that "estimated construction costs" are good faith projections of the costs, but the "actual constructions costs" will vary and those actual construction costs will be the responsibility of Developer.

Upon entering into this Agreement, to guarantee performance of Developer's obligations, Developer shall furnish to City security in an amount of **\$46,066.56** (which represents 150% of

the City's estimated construction costs). The security shall be in conformance with Ham Lake City Council Resolution 13-50, a copy of which has been made available for inspection. Resolution 13-50 is hereby incorporated by reference and made a part of this agreement. If Developer defaults in any obligation under this Agreement, City may withhold recording of the Development's plat with the Anoka County Recorder or the issuance of any building permits or certificates of occupancy until all such defaults are cured.

### **3. City's Obligation**

The City agrees to operate in good faith and will execute a Joint Powers Agreement with the County for the construction of the eastbound right turn lane into the proposed Constance Boulevard Terrace Development. The City will work cooperatively with the County and the Developer to facilitate the construction project and to minimize delays and costs associated with the project. The City agrees to make available to Developer for inspection or review any proposed or actual construction plans or agreements between the City and any other entity associated with this project.

### **4. General Indemnification**

Developer shall indemnify and save harmless City from any liability whatsoever to any third parties arising out of this Agreement, or arising out of any aspect of Developer's activities, which indemnification includes indemnification against all claims, damages, attorneys' fees and other litigation costs which may arise during or after the term of this Agreement as a direct or indirect result of any of Developer's activities in connection with construction, maintenance, marketing or sales.

### **5. Assignment**

Developer shall not be permitted to assign its rights or duties under this agreement unless City shall have consented in writing to such assignment. City shall not be required to state any reason for a refusal to consent to such an assignment.

### **6. Letter of Credit Expirations**

If any security required by this agreement is in the form of a Letter of Credit which by its terms expires prior to the time of expiration of the obligations of Developer for which the Letter of Credit serves, the Letter of Credit shall be replaced by either a cash deposit or a replacement Letter of Credit at least thirty days prior to the expiration date on the expiring Letter of Credit. If no such replacement security is provided, City shall make a claim for the entire balance guaranteed by the Letter of Credit and hold the proceeds as cash security for the remainder of the obligation term, with no accruing interest to Developer. *Consistent with City policy regarding the financial stability of banks, if the issuer of a Letter of Credit is no longer qualified to issue Letters of Credit at the time that a renewal is due, such condition will be a condition of default in this agreement and the City shall be entitled to make a claim on the current Letter of Credit to convert the security to a cash deposit.*

**In witness whereof, the parties have executed this agreement the date above written.**

**City of Ham Lake**

**Developer: Constance Boulevard Terrace LLC**

\_\_\_\_\_  
Michael G. Van Kirk, Mayor

\_\_\_\_\_  
Gus Afrooz, Manager

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

**EXHIBIT A: FORM OF PARK DEDICATION LIEN RELEASE**

**RELEASE OF LAND FROM CITY LIEN  
PARK DEDICATION LIEN**

**THE UNDERSIGNED**, a duly authorized representative of the City of Ham Lake, Minnesota, a political subdivision, hereby acknowledges that the following parcel:

Lot \_\_\_\_\_, Block \_\_\_\_\_, \_\_\_\_\_, Anoka County, Minnesota

Is released from the **PARK DEDICATION LIEN** as expressed in that certain SHORT FORM DEVELOPMENT AGREEMENT dated \_\_\_\_\_, 20\_\_\_\_, recorded in the office of the County Recorder in and for Anoka County, Minnesota on \_\_\_\_\_, 20\_\_\_\_ as document number \_\_\_\_\_.

City of Ham Lake

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

\_\_\_\_\_  
Printed Name

**State of Minnesota**   )  
  ) **Acknowledgment (City)**  
**County of Anoka**   )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of the City of Ham Lake, a political subdivision organized under the laws of the State of Minnesota, on behalf of the City.

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

Drafted by:  
City of Ham Lake  
15544 Central Avenue NE  
Ham Lake, MN 55304

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL PROJECT QUANTITIES ESTIMATED	ESTIMATE		ANOKA COUNTY 20-20-60 ROADWAY QUANTITIES ESTIMATED	ANOKA COUNTY 20-20-60 COST	CITY OF HAM LAKE ROADWAY QUANTITIES ESTIMATED	CITY OF HAM LAKE COST
				Unit Cost	Total				
2021.501	MOBILIZATION	LUMP SUM	1	\$20,200.00	\$20,200.00	.85	\$17,170.00	.15	\$3,030.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	1000	\$0.71	\$710.00	750.00	\$532.50	250.00	\$177.50
2104.502	REMOVE SIGN TYPE C	EACH	5	\$45.50	\$227.50	5.00	\$227.50		
2104.502	SALVAGE ECCENTRIC LOADER (ELT)	EACH	1	\$467.00	\$467.00	1.00	\$467.00		
2104.502	SALVAGE TANGENT TERMINAL (ET-PLUS)	EACH	1	\$467.00	\$467.00	1.00	\$467.00		
2104.502	SALVAGE CONCRETE APRON	EACH	2	\$636.00	\$1,272.00	2.00	\$1,272.00		
2104.502	SALVAGE SIGN TYPE C	EACH	2	\$45.50	\$91.00	1.50	\$68.25	.50	\$22.75
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1162	\$2.20	\$2,556.40	875.00	\$1,925.00	287.00	\$631.40
2104.503	REMOVE PIPE CULVERTS	LIN FT	37	\$21.30	\$788.10	37.00	\$788.10		
2104.503	SALVAGE GUARDRAIL-PLATE BEAM	LIN FT	291	\$11.20	\$3,259.20	291.00	\$3,259.20		
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	468	\$13.20	\$6,177.60	369.00	\$4,870.80	99.00	\$1,306.80
2104.607	SALVAGE RANDOM RIPRAP	CU YD	26	\$22.90	\$595.40	26.00	\$595.40		
2105.507	SELECT GRANULAR BORROW (LV)	CU YD	120	\$31.10	\$3,732.00	120.00	\$3,732.00		
2105.601	TEMPORARY STREAM DIVERSION	LUMP SUM	1	\$5,240.00	\$5,240.00	1.00	\$5,240.00		
2105.602	CONSTRUCT TURN LANE (A)	EACH	1	\$24,100.00	\$24,100.00	.50	\$12,050.00	.50	\$12,050.00
2105.602	CONSTRUCT TURN LANE (B)	EACH	1	\$26,500.00	\$26,500.00	1.00	\$26,500.00		
2123.510	DOZER	HOUR	8	\$160.00	\$1,280.00	6.00	\$960.00	2.00	\$320.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	10	\$152.00	\$1,520.00	10.00	\$1,520.00		
2221.509	SHOULDER BASE AGGREGATE CLASS 5 (LV)	TON	39	\$49.40	\$1,926.60	29.00	\$1,432.60	10.00	\$494.00
2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	62	\$5.75	\$356.50	47.00	\$270.25	15.00	\$86.25
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	91	\$2.60	\$236.60	69.00	\$179.40	22.00	\$57.20
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	413	\$82.10	\$33,907.30	313.00	\$25,697.30	100.00	\$8,210.00
2451.607	PIPE BEDDING MATERIAL	CU YD	91	\$40.40	\$3,676.40	91.00	\$3,676.40		
2501.502	INSTALL CONCRETE APRON	EACH	2	\$1,720.00	\$3,440.00	2.00	\$3,440.00		
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2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	20	\$75.80	\$1,516.00	20.00	\$1,516.00		
2564.502	INSTALL SIGN PANEL TYPE C	EACH	2	\$253.00	\$506.00	1.50	\$379.50	.50	\$126.50
2564.518	SIGN PANELS TYPE C	SQ FT	13	\$65.70	\$821.25	9.50	\$624.15	3.00	\$197.10
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1540	\$3.05	\$4,697.00	1147.00	\$3,498.35	393.00	\$1,198.65
2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	30	\$46.40	\$1,392.00	30.00	\$1,392.00		
2575.504	EROSION CONTROL BLANKETS CATEGORY 0	SQ YD	674	\$2.00	\$1,348.00	524.00	\$1,048.00	150.00	\$300.00
2582.503	4" SOLID LINE MULTI COMP	LIN FT	1600	\$0.21	\$336.00	1200.00	\$252.00	400.00	\$84.00
<b>BASE BID TOTAL:</b>				<b>\$189,704.25</b>	<b>\$189,704.25</b>		<b>\$161,268.10</b>		<b>\$28,436.15</b>

20-20-60 - CR 60 RTLs @ TIPPECANOE - FUNDING SPLITS			
	PROJECT TOTAL	ANOKA COUNTY TOTAL	CITY OF HAM LAKE TOTAL
ROADWAY CONSTRUCTION TOTAL	\$189,704.25	\$161,268.10	\$28,436.15
8% CONSTRUCTION ENGINEERING	\$15,176.34	\$12,901.45	\$2,274.89
DESIGN ENGINEERING			
RIGHT OF WAY			
PROJECT TOTAL	\$204,880.59	\$174,169.55	\$30,711.04



## Tom Collins

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**From:** Joseph Murphy <joseph.murphy@carsoncs.net>  
**Sent:** Friday, July 9, 2021 10:05 AM  
**To:** Tom Collins  
**Subject:** RE: Turn right lane  
**Attachments:** Constance Boulevard Terrace - Preliminary Development Agreement.docx

Hi Tom,

I have had a chance to review the final proposed draft JPA. I have no additional changes or corrections and would recommend execution of the JPA in its current form.

In addition, I have drafted the attached proposed Preliminary Development Agreement to be entered into between the Developer and the City. Please review and let me know if you see any errors or have any other suggested terms/conditions that should be included to facilitate a smooth construction project involving the City, the County, and the Developer.

Thanks,

Joseph Murphy  
Carson, Clelland & Schreder  
6300 Shingle Creek Parkway, Suite 305  
Minneapolis, MN 55430  
(763)-561-2800

## Memorandum

Date: July 14, 2021  
To: Planning Commissioners  
From: Tom Collins, City Engineer *TPC*  
Subject: Constance Boulevard Terrace

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### **Introduction:**

The Final Plat of the 13-lot residential development of Constance Boulevard Terrace was approved at the October 19, 2020 City Council meeting. A condition of approval was construction of a Constance Boulevard east-bound right-turn lane at Tippecanoe Street, which is the access to Constance Boulevard Terrace, as per the requirements of the Anoka County Highway Department (ACHD).

### **Discussion:**

The Anoka County Highway Department (ACHD) is requiring construction of a Constance Boulevard east-bound right-turn lane at Tippecanoe Street for the Constance Boulevard Terrace development. The ACHD is also extending the County Ditch #11 culvert, from the northeast corner to the southwest corner of Tippecanoe Street, so that the right turn lane can be constructed and the guard rail can be removed. With the exception of 50% of the cost of construction, which includes construction engineering, the ACHD is responsible for all costs associated with the improvements to Constance Boulevard. The City Attorney approved Joint Powers Agreement is attached, which breaks out the 50% City share in the costs associated with constructing the east bound right turn lane. The Preliminary Development Agreement with the Developer of Constance Boulevard Terrace will post security to cover all City costs.

### **Recommendations:**

It is recommended that the Joint Powers Agreement be approved.

**JOINT POWERS AGREEMENT  
FOR THE CONSTRUCTION OF RIGHT TURN LANES  
ON COUNTY ROAD 60  
IN THE CITY OF HAM LAKE, MN  
CP 20-20-60**

THIS AGREEMENT is made by the parties on the last date executed below, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Ham Lake, 15544 Central Ave NE, Ham Lake, MN 55304, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to add right turn lanes on County Road 60 (Constance Blvd) from 500' West of Tippecanoe St to 500' East of Tippecanoe St and,

WHEREAS, said parties mutually agree that County Road 60 from 500' West of Tippecanoe St to 500' East of Tippecanoe St is in need of right turn lanes; and,

WHEREAS, the County has prepared design plans for the right turn lanes on County Road 60 from 500' West of Tippecanoe St to 500' East of Tippecanoe St in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over County Road 60 from 500' West of Tippecanoe St to 500' East of Tippecanoe St and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing right turn lanes on CR 60 (Constance Blvd) from 500' West of Tippecanoe St to 500' East of Tippecanoe St; as described in the preliminary design plans. The County project number is CP 20-20-60. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of County Project No. 20-20-60 between 500' West of Tippecanoe St to 500' East of Tippecanoe St is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project.

It is agreed that the Exhibit "A" Layout dated February 8, 2021 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

## II. METHOD

The County shall cause the construction of Anoka County Project CP 20-20-60.

### IMPROVEMENTS:

It is agreed by the parties that in 2021, CR 60 will be improved by extending the County Ditch 11 culvert and adding eastbound and westbound right-turn lanes at Tippecanoe St.

### INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

CR 60 / Tippecanoe St: Full Access Intersection

### RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

### TRAFFIC CONTROL:

The parties understand and agree that CR 60 will be open to traffic during construction. The parties agree and understand the cost share for traffic control for the city shall be a prorated share based on the city project cost divided by the total project cost.

### PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Coon Creek Watershed District, city permits, as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

## III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "actual construction costs" and shall be so referred to herein. "Estimated construction costs" are good faith

projections of the costs, which will be incurred for this project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total project is \$189,704.25.

The total estimated construction cost to the City is \$28,436.15.

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$28,436.15. The estimated cost to the City for construction engineering is \$2,274.89. In summary, the total City share of this project is \$30,711.04 (includes construction and construction engineering costs).

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the project estimated at \$29,175.49. This estimate reflects the actual bid prices as awarded. If the City does not concur, the eastbound turn lane will not be constructed as outlined in this agreement. The cost estimate shall be provided to the City at the time of billing. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

After final completion of the project the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

The County agrees to submit to the City for review final quantities and cost within one year of project substantial completion.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution, and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party.

VIII. SIGNALIZATION POWER

No signal being installed as part of this project.

IX. MAINTENANCE

- A. Maintenance of any crosswalk pavement markings shall be the responsibility of the City and the County. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all city streets.

X. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Administrator of Ham Lake, 15544 Central Ave NE, Ham Lake, MN 55304, on behalf of the City.

XI. INDEMNIFICATION

The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

**CITY OF HAM LAKE**

By: \_\_\_\_\_  
Rhonda Sivarajah  
County Administrator

By: \_\_\_\_\_  
Gary Kirkeide  
Acting Mayor

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Joseph J. MacPherson, P.E.  
Transportation Division Manager

By: \_\_\_\_\_  
Tom Collins, P.E.  
City Engineer

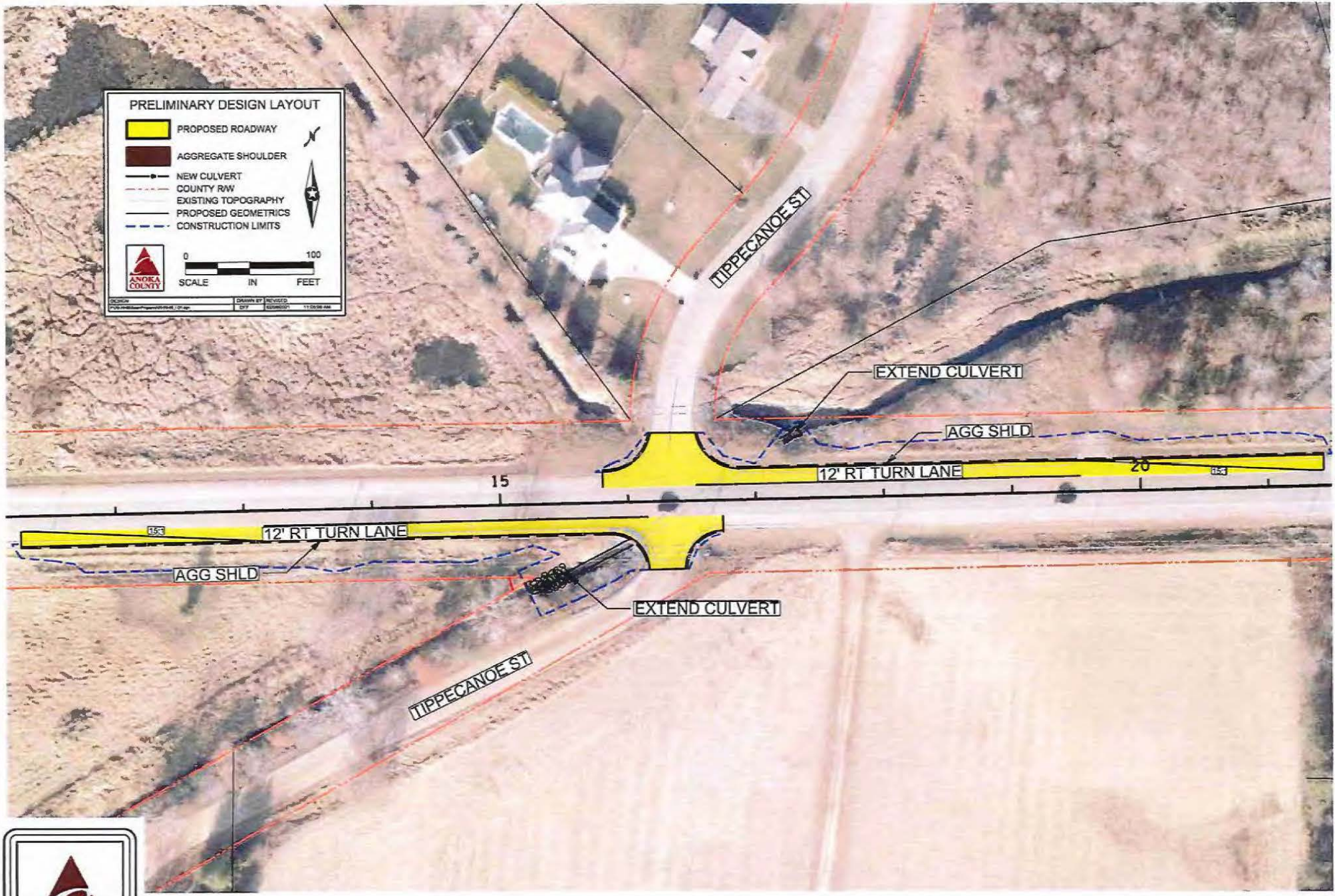
Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Christine V. Carney  
Assistant County Attorney

By: \_\_\_\_\_  
Joseph Murphy  
City Attorney

Dated: \_\_\_\_\_

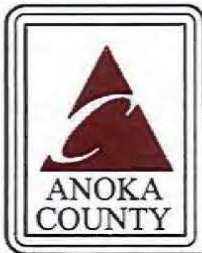


**PRELIMINARY DESIGN LAYOUT**

- PROPOSED ROADWAY
- AGGREGATE SHOULDER
- NEW CULVERT
- COUNTY RW
- EXISTING TOPOGRAPHY
- PROPOSED GEOMETRICS
- CONSTRUCTION LIMITS

SCALE 0 100  
 IN FEET

COUNTY: ANOKA COUNTY    DESIGN BY: REVISED: 2/7/21    DATE: 11/02/2020 AM



**CR 60 (CONSTANCE BLVD)**  
 CP 20-20-60: Right Turn Lanes @ Tippecanoe

EXHIBIT A  
 Date: 02/08/2021



CR 60 AT TIPPECANOE ST

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DESIGN ENGINEERING			
RIGHT OF WAY			
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**EXHIBIT "C"**

FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%,	0%
Unless existing trail not placed at edge of R/W		
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter*2	based on state aid letter*2
Driveway Upgrades	100%, in-kind	100%, of up-upgrades
Traffic Signals, new (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified*5	100%, if previously notified*5

\*1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.

\*2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.

\*3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.

\*4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.

\*5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.

## Tom Collins

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**From:** Joseph Murphy <joseph.murphy@carsoncs.net>  
**Sent:** Friday, July 9, 2021 10:05 AM  
**To:** Tom Collins  
**Subject:** RE: Turn right lane  
**Attachments:** Constance Boulevard Terrace - Preliminary Development Agreement.docx

Hi Tom,

I have had a chance to review the final proposed draft JPA. I have no additional changes or corrections and would recommend execution of the JPA in its current form.

In addition, I have drafted the attached proposed Preliminary Development Agreement to be entered into between the Developer and the City. Please review and let me know if you see any errors or have any other suggested terms/conditions that should be included to facilitate a smooth construction project involving the City, the County, and the Developer.

Thanks,

Joseph Murphy  
Carson, Clelland & Schreder  
6300 Shingle Creek Parkway, Suite 305  
Minneapolis, MN 55430  
(763)-561-2800

## Tom Collins

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**From:** Jerry J . Auge <Jerry.Auge@co.anoka.mn.us>  
**Sent:** Thursday, March 18, 2021 10:24 AM  
**To:** Tom Collins  
**Cc:** Daniel Frey  
**Subject:** RE: Turn right lane

Tom,

Thanks for email and work on determining where the Developer's comfort level is on this turn lane contribution. We can work with the proposal you and the developer have provided. Dan Frey in our office will be modifying the cost estimate and also the JPA to reflect these changes and send you a copy for approval at your City Council/Developer level.

Thanks,

Jerry

**From:** Tom Collins <TCollins@rfcengineering.com>  
**Sent:** Wednesday, March 17, 2021 9:08 AM  
**To:** Jerry J . Auge <Jerry.Auge@co.anoka.mn.us>  
**Subject:** FW: Turn right lane

Good morning Jerry,

Per the below response email, the Developer is proposing to pay for 50% of the costs associated with constructing the east bound right turn lane. Possible for the County to pay the other 50%?

Tom

**From:** Gus Afrooz <[gusafrooz@yahoo.com](mailto:gusafrooz@yahoo.com)>  
**Sent:** Wednesday, March 17, 2021 9:05 AM  
**To:** Tom Collins <[TCollins@rfcengineering.com](mailto:TCollins@rfcengineering.com)>  
**Subject:** RE: Turn right lane

Good morning Tom, thank you for the information I prefed, they take care of everything we will pay 50% our share ,I don't want to be responsible and liable for any damage on their property .thanks

[Sent from Yahoo Mail on Android](#)

On Wed, Mar 17, 2021 at 8:02, Tom Collins <[TCollins@rfcengineering.com](mailto:TCollins@rfcengineering.com)> wrote:

Good morning Gus,

The Road Committee met with the Anoka County Highway Department (ACHD) late Monday. One of the items of discussion was the east bound right-turn lane at Tippecanoe Street. It was determined that because the

proposed Constance Boulevard Terrace (CBT) residential development exceeds the number of lots that trigger construction of the turn lane

that Designed Homes and Remodeling will be 100% responsible for construction of the turn lane. I have copied Assistant County Engineer Jerry Auge on this email. Per the ACHD cost estimate received last month, the total cost estimate for construction thru a County awarded project is \$43,660.35. This is a reduction of \$21,000 from the attached February 18<sup>th</sup> email, as it has been determined that the wetland mitigation will not need to be purchased from a bank. Please let me know whether Designed Homes and Remodeling will be paying for the costs for a County awarded project, or if the Designed Homes and Remodeling contractor that will be constructing the streets within the CBT development will also be constructing the turn lane. The ACHD has additional information that can be supplied to the Designed Homes and Remodeling contractor for computing a cost estimate.

Tom

**From:** Gus Afrooz <[gusafrooz@yahoo.com](mailto:gusafrooz@yahoo.com)>  
**Sent:** Tuesday, March 16, 2021 10:08 AM  
**To:** Tom Collins <[TCollins@rfcengineering.com](mailto:TCollins@rfcengineering.com)>  
**Subject:** Turn right lane

Good morning Tom, I was wondering did you get the chance to talk to the County what's the status of turn right on ham lake property project. thanks

[Sent from Yahoo Mail on Android](#)

Gus,

The Anoka County Highway Department (ACHD) is requiring the construction of an east bound right turn lane, per their attached 9/16/19 preliminary plat review letter. The final plat was approved at the 10/19/20 City Council meeting, per my attached recommendation memo. The memo notes that construction of the east bound right turn lane is required:

*The ACHD is requiring construction of an east bound right turn lane at Tippecanoe Street. The ACHD is coordinating the extension of the County Ditch #11 culvert, from the northeast corner to the southwest corner of Tippecanoe Street, so that the right turn lane can be constructed and the guard rail can be removed. The City Attorney is to confirm that this can be accomplished with a Joint Powers Agreement between the County and City and a separate agreement between the City and the Developer, per the attached July 20<sup>th</sup> email. It is anticipated that a Joint Powers Agreement will be on a future City Council agenda.*

The attached ACHD Exhibit A shows the intersection improvements, which includes the extension of the County Ditch #11 culvert. The attached Exhibit B breaks out the cost of constructing the east bound right turn lane, with an estimated cost of \$43,660.35. Per the ACHD, construction of the east bound right turn lane will impact 4,200 square feet of wetlands. The assumption was that the Board of Water and Soil Resources (BWSR) would allow for the 8,400 square feet of replacement wetlands (2:1 required ratio) to be replaced at no cost

thru their Local Government Road Wetland Replacement Program. Based on my conversation today with the ACHD, BWSR finds that the wetland impacts are ineligible for replacement thru this program, and wetland replacement will need to be purchased from an approved wetland bank (<https://apps.bwsr.state.mn.us/credits/>). The ACHD estimates the wetland replacement cost per square foot thru a bank at \$2,50 per square foot, which results in a cost of \$21,000. This brings the total estimated cost for construction to \$64,660.35.

I need to know whether Designed Homes and Remodeling intends on constructing the right turn lane in conjunction with constructing 162<sup>nd</sup> Lane and Tippecanoe Street, or whether it should be constructed by the ACHD and paid for by Designed Homes and Remodeling. The stipulation of right turn lane construction is from the ACHD, which is for safety reasons, and if Designed Homes and Remodeling constructs then the wetland replacement costs may be eligible for payment thru the Local Government Road Wetland Replacement Program. Your consultants should review and discuss with BWSR. If the turn lane is to be constructed by Designed Homes and Remodeling, then the required performance security to be posted with the City prior to recording the final plat will include 150% of the estimated costs associated with construction of the right turn lane, if not already constructed prior to the plat being recorded. Please let me know when determined. Thanks.

Tom Collins

RFC Engineering, Inc.

13635 Johnson Street

Ham Lake, Minnesota 55304

P: (763) 862-8000

F: (763) 862-8042

Hi Jason,

My recommendation for approval memo is attached for Monday's Planning Commission meeting.

Tom

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

**To: Mayor and Councilmembers**

**From: Dawnette Shimek, Deputy City Clerk**

**Subject: Joint Powers Agreement with Anoka County to Allocate cost for Election Expenses**

**Introduction/Discussion:**

**Joint Powers Agreement – Updating Contract**

The Joint Powers Agreement for elections expenses has been in place since 2013 and is in an auto-renewal cycle following the completion of the initial four-year term. From Anoka County’s experience (and based on feedback from cities and school districts) the agreement has been a success, with reduced costs, streamlined operations, and eliminated redundancies and inefficiencies in the allocation of expenses between jurisdictions. We believe that the agreement continues to meet the goals that were established by the initial ACE work group:

- *To develop solutions that ease administrative burden and control the cost of voting services;*
- *To ensure the division of duties between local governmental units is logical and effective;*
- *To maintain voting system security and legal defensibility; and*
- *To develop equitable cost-sharing models to support the county-wide voting system*

Following a review of the terms of the agreement, Anoka County has identified a few areas that they believe require updating. They are proposing to prepare a new agreement that includes largely the same terms with four primary changes:

**1. Updating the Dates of the Agreement**

- Update the dates of the agreement for another four-year term (January 1, 2022 – December 31, 2025), with auto renewal for each subsequent calendar year. Any updated provisions would take place beginning on January 1, 2022.

**2. Removal of Category D (Hospital District Offices or Ballot Questions)**

**3. Updating Language Re: Census Data for Cost Allocation**

- The language in JPA section 7.5.1 stipulates that *“each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality **at the time of the 2010 census** multiplied by the municipal share (30%) ...”*
  - i. We are proposing to update the language in bold to read “at the time of the most recent census” so that we can use the most recent population totals once new census data is released (e.g. beginning in 2022, we would use the data from the 2020 census)
  - ii. The same update would be made for school districts in section 7.5.2

**4. Revising Allocation of Absentee Ballot Postage Costs**

- Section 7.7 currently stipulates that “The County shall pay the cost of postage for all domestic mailed absentee ballots cast in the county and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA) except those absentee postage costs incurred by Municipalities designated to administer absentee voting laws under M.S. 203B.05.” When this language was included in 2012 approximately 8,000 total absentee

ballots were mailed out during the primary & general elections. In 2020 that number jumped to ~110,000.

- To more closely align with the Secretary of State's election cost allocation formula, **we are proposing to allocate absentee ballot postage expenses based on the same formula that is used for ballot costs (in Section 7.6 of the JPA)**. That would mean that the vast majority of AB postage costs for state primary/general elections would still be absorbed by the county, but cities and school districts would pay their share relative to the portion of the ballot dedicated to their offices/questions.
- Looking at past general elections, this would mean that ~10% of postage costs would be charged back to the cities & schools.
  - i. In 2020, absentee postage totaled approximately \$150,000. If this formula were applied, ~\$15,000 would be charged back to the cities/schools
  - ii. The amount will vary and will be higher in locations with more ballot "inches" for their offices and with more voters casting their ballot by mail. If the formula were in place in 2020, the highest invoice amount would have been ~\$1,600, with most cities/schools paying between \$200-\$1,000.
- For "stand alone" elections (where your jurisdiction has the only offices/questions on the ballot), you would be responsible for all absentee ballot postage costs.
- Absentee ballot application mailing costs would continue to be absorbed by the county. Anoka County would also still cover costs related to absentee ballot materials – applications, envelopes, etc.
- Postage costs would be invoiced at the same time as ballot expenses (typically within three weeks after the completion of the election).

Attorney Murphy has reviewed the Joint Powers Agreement and approves the changes.

**Recommendation: I recommend approval of the Joint Powers Agreement with Anoka County to Allocate costs for Election Expenses.**



**Anoka County Contract No. 2012-0362**  
**JOINT POWERS AGREEMENT BETWEEN**  
**ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS**  
**IN ANOKA COUNTY**  
**TO ALLOCATE COSTS FOR ELECTION EXPENSES**

This is a joint Powers Agreement ("JPA") between the County of Anoka ("County") and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY ("Governmental Entities") entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

**Section 1**  
**Term**

1. This JPA shall be in effect for a four year term, beginning January 1, 2013 until December 31, 2016, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2017.

**Section 2**  
**Contract Termination**

2. During the initial four year term, this JPA may only be terminated by written agreement of the County with the effected Governmental Entity. Beginning January 1, 2017, a Governmental Entity's participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right title and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity's share of the of the initial cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

**Section 3**  
**Voting Equipment System Definition**

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

#### **Section 4 Applicability**

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

- Category A: Federal Offices  
State Offices or Constitutional Amendments  
Judicial Offices  
County Offices or Ballot Questions  
Soil and Water District Offices or Ballot Questions
- Category B: Municipal (Township) Offices or Ballot Questions
- Category C: School District Offices or Ballot Questions
- Category D: Hospital District Offices or Ballot Questions

#### **Section 5 County Responsibilities**

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, C and D Elections, Anoka County shall:
- 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
  - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
  - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
  - 5.4. Provide ballot design and layout services, and arrange for the printing of ballots to be used in the elections.

#### **Section 6 Governmental Entities' Responsibilities**

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B or D offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B or D office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

## **Section 7**

### **Allocation of Election Expenses**

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the 2010 census multiplied by the municipal share (30%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the 2010 census multiplied by the school district share (15%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually on June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. The County shall pay the cost of postage for all domestic mailed absentee ballots cast in the county and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA) except those absentee postage costs incurred by Municipalities designated to administer absentee voting laws under M.S. 203B.05.

### **Section 8 Documentation of Election Expenses**

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

### **Section 9 Ownership**

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

### **Section 10 Handling Of Equipment and Insurance**

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it's in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

**Section 11  
Independent Contractor**

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

**Section 12  
Data Practices**

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

**Section 13  
No Waiver**

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

**Section 14  
Governing Law**

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 15**  
**Entire Agreement**

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

**Section 16**  
**No Assignment**

16. Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

**Section 17**  
**No Warranty**

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

**Section 18  
Notice**

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County:           Anoka County Administrator  
**ADDRESS**

Copy to:                 Anoka County Elections Manager  
**ADDRESS**

**Section 19  
Audit Provision**

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 20  
Survival of Provisions**

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

**Section 21  
Authority**

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**COUNTY OF ANOKA**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair,  
Anoka County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Soma,  
Anoka County Administrator

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas Haluska  
Assistant Anoka County Attorney

Dated: \_\_\_\_\_

**CITY OF HAM LAKE**

By: \_\_\_\_\_  
Gary Kirkeide, Its Acting Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Denise Webster, Its City Clerk

Dated: \_\_\_\_\_

**\*\*\* SCHOOL DISTRICT \*\*\***

By: \_\_\_\_\_  
\*\*\*\*, Its Superintendent

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\*\*\*, Its \*\*\*

Dated: \_\_\_\_\_

Senate Counsel, Research, and Fiscal Analysis

Tom Bottem, Director

Minnesota Senate Building  
95 University Ave. W. Suite 3300  
St. Paul, MN 55155-1800  
(651) 296-4791  
www.senate.mn/scrfa



**S.F. No. 2 – State Government Omnibus; Second Unofficial  
Engrossment – First Special Session**

**Author:** Senator Mary Kiffmeyer

**Prepared by:** Andrew Erickson, Fiscal and Research Analyst (651/296-4855)  
Stephanie James, Senate Counsel (651/296-0103)  
Alexis C. Stangl, Senate Counsel (651/296-4397)  
Joan White, Senate Counsel (651/296-3814)

**Date:** June 30, 2021

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**Article 1 – State Government Appropriations**

**Section 1 [Appropriations]** supplies parameters for the appropriations in Article 1. Appropriations are from the general fund unless another fund is named. Defines “2022” and “2023” as the fiscal year that ends on June 30 of those years, respectively. Defines “the first year” as fiscal year 2022, “the second year” as fiscal year 2023, and “biennium” as fiscal years 2022 and 2023.

**Sections 2-37** appropriate money, as detailed on a spreadsheet prepared by Andrew Erickson of Senate Counsel, Research, and Fiscal Analysis.

**Section 38 [Cancellations; Fiscal Year 2021]** cancels portions of previous general fund appropriations to state agencies for fiscal year 2021.

**Sections 39 and 40** make cancellations from two nongeneral fund accounts to the general fund.

**Section 41 [Help America Vote Act Account; Local Government Grants]** requires that a portion of previously appropriated money from the Help America Vote Act account be used for grants to political subdivisions.

**Sections 42-43** extend the availability of previous appropriations from the Help America Vote Act account.

**Article 2 – State Government Operations**

**Section 1 [Legislative Commission on Cybersecurity; section 3.888]** establishes a Legislative Commission on Cybersecurity.

**Section 2 [India Day; section 10.551]** establishes a day of observance for Minnesotans of Indian ancestry.

**Section 3 [Option; section 14.389, subd. 5]** lowers the threshold from 100 to 50 for the number of people necessary to request a hearing for an expedited rulemaking process. This section is effective July 1, 2021, and applies to rules proposed on or after that date.

**Section 4 [Audit of state's use of federal funds; annual appropriation; section 16A.06]** requires the commissioner of management and budget to contract with a qualified auditor to conduct the annual audit of the use of federal grant money (the "Single Audit") required under federal law. Directs that costs of the audit be billed to state agencies and that the amounts paid by state agencies be deposited into the general fund.

**Section 5 [Virtual payments authorized; section 16A.401]** establishes a program for the commissioner of management and budget to make payments from the treasury virtually.

**Section 6 [Electric vehicle charging; section 16B.24, subd. 13]** requires the commissioner of administration to charge electricity costs to users of electric charging stations on the State Capitol complex.

**Section 7 [Capitol Area Building Account to Address Health, Life Safety, and Security Needs; 16B.2406]** authorizes the sale of lease purchase revenue bonds or certificates of participation to fund capital expenditures that address critical health, life safety, and security needs of buildings located on the State Capitol complex constructed before 1940. This section creates an open statutory appropriation to pay the debt service on the bonds or certificates.

**Subd.1 [Account established; appropriations and use of funds]**

**Paragraph (a)** establishes a Capitol Area Building Account in the state treasury. Directs the commissioner of management and budget to deposit into the account proceeds from the sale of lease revenue bonds or certificates of participation sold under the authorization in subdivision 2. Net income from the investment of those proceeds is estimated by the commissioner of management and budget and deposited into the account.

**Paragraph (b)** appropriates funds in the Capitol Area Building Account to the commissioner of administration for capital expenditures that address identified critical health, life safety, and security needs of buildings on the State Capitol complex constructed before 1940, and for expenditures to ensure the continued operations of affected tenants while those needs are being addressed. Specifies allowed uses of the funds.

**Paragraph (c)** appropriates money from the general fund to the commissioner of administration for predesign, design, rent loss, and tenant relocation for projects from the authorized in this section. Requires a needs assessment with specified content as part of the predesign. Precludes final plans until the program plan and cost estimates for all elements necessary to complete the project are approved by the affected building's primary tenant.

**Paragraph (d)** precludes final plans until 60 days after the commissioner of administration submits the needs assessment to the Capital Area Architectural and Planning Board. Exempts projects from a design competition requirement.

## **Subdivision 2 [Lease-purchase agreement authorization]**

**Paragraph (a)** authorizes the commissioner of administration to issue lease revenue bonds or certificates of participation. Authorizes the commissioner to enter into a long-term lease-purchase agreement for up to 25 years for activities authorized in subdivision 1. Precludes termination of the lease-purchase agreement except for nonappropriation of money. A lease-purchase agreement must give the state the unilateral right to purchase the leased equipment or premises. Exempts the lease purchase agreements from statutory requirements and limits relating to approval, term, and cancellation conditions.

**Paragraph (b)** appropriates annually the amount needed to make lease payments under the lease-purchase agreement from the general fund to the commissioner of administration, subject to repeal, unallotment or cancellation. Requires the commissioner to certify the amount received under this appropriation for the current biennium and the amount projected to be needed for the next fiscal biennium to the chairs of the state government finance chairs in the house and senate.

**Paragraph (c)** allows the commissioner of administration to enter into a ground lease in conjunction with a lease-purchase agreement under this section. The ground lease may be for the same term as the lease-purchase agreement with an option to purchase the land for fair market value, if the improvements are not purchased by the state.

**Paragraph (d)** authorizes sale terms for certificates of participation or lease revenue bonds. **Paragraph (e)** authorizes the commissioner of management and budget to enter into ancillary agreements while the lease revenue bonds or certificates of participation are outstanding.

**Paragraph (f)** authorizes the commissioner of management and budget may enter into agreements relating to the continuing disclosure of information related to various federal laws. Authorizes various forms for the agreements.

**Subdivision 3 [Lease-purchase not public debt]** declares that a lease-purchase agreement does not constitute a debt of the state beyond the obligation to apply appropriation for the purpose to payments under the lease-purchase agreement. Payments due under the agreement for which money has been appropriated are a current expense. A lease-purchase agreement and the related lease revenue bonds or certificates of participation are payable in each fiscal year from amounts appropriated for debt service for any fiscal year. Nothing in this section requires the state to appropriate money sufficient for the lease payments. The lease-purchase agreement and the related bonds or certificates of participation are cancelled the earlier of the first day of a fiscal year for which the legislature has not appropriated sufficient amounts for lease payments or the date of final payment of principal and interest on the bonds or certificates.

**Subd. 4 [Refunding certificates]** authorizes the commissioner of administration to enter into new lease-purchase agreements and the commissioner of management and budget to issue lease revenue bonds and certificates of participation for the purpose of refunding the agreement and related bonds or certificates. Specifies how the proceeds of any refunding bonds or certificates, escrowed proceeds, and income earned or realized on authorized investments may be applied.

**Subd. 5 [Waiver of immunity]** waives immunity for lease revenue bonds or certificates of participation and any ancillary contracts.

**Subd. 6 [Collection of rent]** precludes the commissioner of administration from collecting rent to recover bond interest costs or building depreciation costs for projects funded from the Capitol Area building account.

**Subd. 7 [Repair and replacement accounts]** requires that money collected for future building repairs be credited to a segregated account for the building in the special revenue fund. The money in this account is appropriated to the commissioner to make repairs. When the bonds or certificates are paid in full, the account may be abolished and the balance transferred to an asset preservation account.

**Subd. 8 [Schedule of activities; legislative report]**

**Paragraph (a)** requires the commissioner to ensure improvements to address critical needs are completed in a timely manner.

**Paragraph (b)** requires the commissioner to submit a report to the legislature by January 1, 2022, detailing estimated costs and timeline for design, construction, and completion of work to address identified needs.

**Subd. 9 [Expiration]** expires the authority to issue lease revenue bonds or certificates of participation on December 31, 2023.

**Section 8 [Procurement of a pharmacy benefit manager and a platform technology vendor; section 43A.3165]** requires the commissioner of management and budget to use a reverse auction process to select a pharmacy benefit manager to administer the prescription drug benefits provided to state employees through the State Employees Group Insurance Program (SEGIP). The auction is facilitated by a technology platform hosted by a vendor selected through a competitive bidding process.

**Section 9 [Reports of the State Archaeologist; section 138.38]** adds the State Historic Preservation Office to a list of those that the state archaeologist must keep notified as to significant field archaeology and discoveries. Adds the State Historic Preservation Office to the list of entities that the commissioner of administration must send a report of the activities of the state archaeologist.

**Section 10 [School manager; section 155A.23, subd. 16]** eliminates a requirement that a school manager of a cosmetology school be a cosmetologist.

**Section 11 [Racing meeting; section 240.01, subd. 18]** modifies the definition of racing meeting to include a series of racing days separated by more than five nonracing days when approved by the Racing Commission.

**Section 12 [License suspension and revocation; section 240.06, subd. 7]** by cross-reference to another section identifies the kinds of circumstances for which a class A license does not need to be revoked due to conducting fewer than the specified number of racing days.

**Section 13 [Licenses Nontransferable; section 240.11]** allows transfer of licenses related to offering advance deposit wagering with approval of the Racing Commission.

**Section 14 [Payments to state; section 240.131, subd. 7]** allows the Racing Commission to use dedicated (statutorily appropriated) funds to offset the costs of regulating card clubs.

**Section 15 [Reimbursement; section 240.24, subd. 2a]** makes permissive, rather than required, the use of receipts from card-playing activities to reimburse the Racing Commission for the use of upgraded drug testing.

**Section 16 [Fees; section 240.24, subd. 3]** makes permissive the use of fees imposed by the Racing Commission to recover costs of medical testing of racehorses.

**Section 17 [Limitation; section 240.30, subd. 5]** requires approval of the horseperson's organization for the commission to allow a card club to keep operating when the racetrack has not held the requisite days of racing. Also, adds specificity to the list of circumstances that allow for this.

**Section 18 [Taxpayer Assistance Grants; section 270C.21]** extends the eligibility to receive grants to assist taxpayers with the preparation of tax returns, to local governments, higher education institutions, certain coalitions, and for assistance to applicable taxpayers, to state agencies or cooperative extension offices.

**Section 19 [Counties]** changes the recipient of an annual transfer of \$207,000 for the preparation of local impact notes from the commissioner of management and budget to the Legislative Budget Office.

**Section 20 [Standard of time; section 645.071]** places the state on advanced standard time (Daylight Saving Time) year-round after federal law changes to permit states to be on Daylight Saving Time year-round. (Under current federal law, states are not permitted to adopt Daylight Saving Time year-round.)

**Section 21 [Legislative Auditor; Comprehensive Review of COVID-19 Response]** requests the legislative auditor to conduct a special review of the state's response to COVID-19. Specifies topics for analysis and requires recommendations for process improvements for the state's response to a future infectious disease outbreak if programs, services, or activities were not efficient or were not successfully implemented.

**Section 22 [First appointments and first meeting of legislative commission on cybersecurity]** specifies a timeline for first appointments and the first meeting of the Legislative Commission on Cybersecurity. Requires two meetings in 2021.

**Section 23 [Termination of Peacetime Emergency]** terminates the COVID-19 peacetime emergency effective July 1, 2021 at 11:59 p.m.

### **Article 3 - Veterans and Military Affairs Policy**

**Section 1 (section 10.578)** clarifies the name of the Veterans Suicide Prevention and Awareness Day and requires the Commissioner of Veterans Affairs (hereinafter commissioner) to coordinate



activities on the day of observance in October to raise awareness of, and promote the prevention of, veteran suicides.

**Section 2 (section 15.057)** adds the Department of Veterans Affairs to the list of agencies that are exempt from the prohibition on using funds to pay the salary or expenses of a publicity representative.

**Section 3 (section 190.07)** makes changes to the adjutant general section of the military forces chapter of law.

**Subdivision 1** requires the Governor to appoint an adjutant general within 120 days of vacancy, strikes language restricting candidates to members of the National Guard in this state, and requires that the adjutant general hold the rank of colonel or above.

**Subdivision 2** requires that the adjutant general be promoted, if necessary, to the rank of major general on the date of the Governor's appointment.

**Subdivision 3** specifies that the adjutant general serves a single term of seven years.

**Subdivision 4** is a new subdivision specifying protocols when there is a vacancy. The Governor may appoint a person as acting adjutant general, and if the Governor does not appoint a person, the deputy adjutant general becomes the temporary adjutant general.

**Section 4 (section 196.081)** allows the commissioner to establish a veterans stable housing initiative to provide resources and support to homeless veterans. Private data on individuals maintained in the Homeless Veteran Registry may be shared with members of the Minnesota Interagency Council on Homelessness and Homeless Veteran Registry partners to expedite the coordination of homeless efforts.

**Sections 5 to 8 (section 197.791, subds. 4, 5, 5a, 5b)** make technical changes and restructure subdivisions for clarity related to Minnesota GI postsecondary educational assistance, apprenticeship and on-the-job training benefits, and other professional and educational benefits.

**Section 9 (section 198.006)** amends supplemental programs for veterans.

**New paragraph (b)** authorizes the commissioner to work with federal, state, local, and private entities to expand the availability of dental services for veterans home residents.

**New paragraph (c)** authorizes the commissioner to provide adult day care center programs and collect fees from program participants. The commissioner is authorized to apply for and accept federal funding for purposes of providing adult day care center programs.

**Section 10 (section 198.03, subd 2)** changes the calculation for the personal needs allowance (PNA) for domiciliary residents, so it is based on the General Assistance Program PNA under the Minnesota Department of Human Services.

**Section 11 (section 198.45)** requires a biennial report on veterans homes beginning January 15, 2022. The report must include amounts maintained as a reserve and uses of the amounts, in addition to data on bed capacity, staffing levels, and staff-to-resident ratios.

**Section 12 and 13 (sections 609.095, 609.1056)** relate to the Veterans Restorative Justice Act (VRJA).

**Section 12** is technical; it inserts a cross references to the new section of law. **Section 13** establishes the VRJA, which is an alternative sentencing structure for veterans who suffer from a condition, including substance abuse, traumatic brain injury, and trauma, that stems from service in the military, and the offense committed was due to the condition.

**Section 14** allows the commissioner of veterans affairs to suspend the rule related to the annual calculation of the cost of care, and apply the previous year cost of care calculation for fiscal year 2022. This is necessary in order to avoid a large increase in the maintenance payments the veteran pays due to the increases in the cost of care over the past year due to the covid pandemic.

**Section 15** is a technical revisor instruction related to the changes made to the Minnesota GI provisions in **Sections 5-8**. This section instructs the revisor to renumber subdivisions to clarify that the programs under those subdivision are separate and distinct programs.

#### **Article 4 – Elections**

**Section 1 [Instructions]** updates the requirements for instructions on a voter registration application. A voter is required to provide a driver's license or identification card number or the last four digits of the person's Social Security number, unless the person has not been issued one of those numbers.

**Section 2 [Postelection sampling]** requires county auditors to provide information on postelection sampling to the Secretary of State on an annual basis. The information must be for each election held in the previous year. The Secretary of State must compile the information and submit it to the legislature annually. The postelection sampling procedures and requirements are not changed.

**Section 3 [Marking and return by voter]** allows an individual returning an absentee ballot to leave the ballot in a drop box as provided in section 5.

**Section 4 [Procedures on receipt of ballots]** requires election officials to keep returned absentee ballots in locked containers or secured and locked spaces.

**Section 5 [Absentee ballot drop boxes; security and integrity]** establishes minimum security and integrity standards and procedures for absentee ballot drop boxes. Locations of drop boxes must be published. Electioneering is prohibited within 100 feet of a drop box.

**Section 6 [Establishment; applicable laws]** requires members of a ballot board to receive adequate training on the processing and counting of absentee ballots.

**Section 7 [Boundary changes; prohibitions; exceptions; section 204B.14, subd. 3]** requires municipalities to designate polling places after redistricting is completed and precincts are established.

**Section 8 [Authority; location; section 204B.16, subd. 1]** allows municipalities to designate polling places after the December 31 deadline as provided in section 7.

**Section 9 [Booths; voting stations]** requires local jurisdictions to supply pens or suitable marking devices in each voting booth or station.

**Section 10 [Ballots; election records and other materials; disposition; inspection of ballots]** requires all election records and materials to be stored in locked containers or other secured and locked spaces.

**Section 11 [Marking ballots]** makes formatting changes.

**Section 12 [Constitutional amendment recount]** establishes the threshold for conducting a recount of a constitutional amendment ballot question. If the difference between the number of “yes” votes is within one-quarter percent of all other ballots cast at the election, a recount is triggered. The canvassing board conducts the recount.

**Section 13 [Scope of recount]** makes a conforming change to reference ballot question recounts.

### **Article 5 – Federal Funds Summary**

**Section 1 [Fund Maximization]** adjusts existing authority provided to the commissioner of management and budget to use federal funds to pay for general fund expenses. The amended section permits the commissioner to reduce general fund appropriations for expenses that are eligible uses of the federal coronavirus relief fund. Appropriates money from the federal coronavirus relief fund to replace general fund appropriations with federal appropriations.

#### **Section 2 [Covid-19 Flexible Response Account]**

Subdivision 1. Establishes a COVID-19 flexible response account in the state fiscal recovery federal fund in the state treasury. Transfers \$425 million from Minnesota’s state fiscal recovery fund (SFRF) allocation to the account. (Minnesota’s SFRF allocation totals \$2.833 billion.) Appropriates the balance in the account to the commissioner of management and budget. Money that has not been allocated by July 1, 2022, is transferred back to the SFRF.

Subdivision 2. Requires the Legislative COVID-19 Response Commission (LCRC) to review proposed expenditures from the COVID-19 flexible response account. Requires the commissioner of management and budget to submit proposed expenditures from the account in excess of \$2.5 million to the LCRC for its review and recommendation. Establishes the contents of each expenditure submission to the LCRC. Provides three days for the LCRC to review each submission and permits a majority of House and Senate LCRC members to issue a negative recommendation on a proposed expenditure. Prohibits the commissioner from expending money from the fund if the LCRC issues a negative recommendation. Permits the LCRC to hold public meetings or remote meetings and allows it to submit recommendations via written communication.

Subdivision 3. Requires the commissioner of management and budget to submit a monthly report on the spending from the COVID-19 flexible response account.

#### **Section 3 [Revenue Replacement]**

Subdivision 1. Transfers \$633.1 million in fiscal year 2023 and \$550 million in fiscal year 2024 from the state fiscal recovery federal fund to the general fund to pay for government services.

Subdivision 2. If the commissioner of management and budget determines that subdivision 1 is an ineligible use of the SFRF, the commissioner is required to cancel \$633.1 million of general fund appropriations in fiscal year 2022 and is required to replace the expenditure with an identical appropriation of SFRF money. If the commissioner makes the SFRF conversion in fiscal year 2022, the commissioner is required to reduce \$550 million of projected appropriations in fiscal year 2024 and replace the expenditure with an identical appropriation of SFRF money. Requires the commissioner to submit proposed SFRF appropriations to the Legislative Advisory Commission and provides the commission with ten days to review the proposed appropriations.

Subdivision 3. Reinstates the general fund appropriations that were reduced under subdivision 2 to ensure that the federal funds used for government services were onetime.

**Section 4 [Suspension of Statutory Appropriation]** suspends the federal funds statutory appropriation and Legislative Advisory Commission review of federal funds for \$1.15 billion of the SFRF allocation. Requires that these funds may only be spent with a direct appropriation. If any funds remain unappropriated by June 15, 2022, the statutory appropriation of federal funds and the Legislative Advisory Commission review of those funds is reinstated. Requires the use of the urgent Legislative Advisory Commission review of SFRF money after June 15, 2022.

Meeting Date: July 19, 2021

**CITY OF HAM LAKE**

**STAFF REPORT**

**To: Mayor and Councilmembers**

**From: Denise Webster, City Administrator**

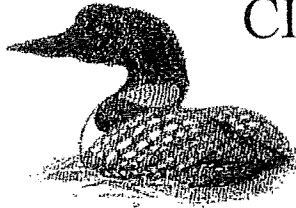
**Subject: Safety Committee Re-Appointments and Replacement of members**

**Introduction/Discussion:** The Safety Program for the City of Ham Lake established a Safety Committee that meets quarterly to discuss and recommend all issues relating to employee safety. Due to COVID-19, the committee has not met for some time. I would like to re-appoint and replace new members to return to the quarterly schedule of the Safety Committee.

**Recommendation:** I am recommending the following re-appointment and new appointments:

<b><u>Members</u></b>	<b><u>Appointment Expires</u></b>
Mike Raczkowski, Safety Coordinator	June 30, 2022
Jim Kappelhoff, Public Works Streets/Parks Supervisor	June 30, 2023
Andrea Worcester, Finance/Human Resource Director	June 30, 2023
John Witkowski, Chair (Public Works Superintendent)	June 30, 2024
Nicole Wheeler, Secretary	June 30, 2024

**\*\*Safety Committee members have a term of 3 years.**



# 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, JULY 12, 2021

**CALL TO ORDER:** 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES:** June 28, 2021

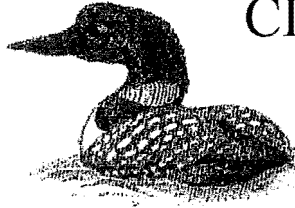
**PUBLIC HEARINGS:** None

**NEW BUSINESS:**

1. Jeff Entsminger, Entsminger Enterprises LLC, requesting Sketch Plan Approval of a 2 lot Minor Plat located in Section 29 (1163 143<sup>rd</sup> Avenue NE, PID# 29-32-23-23-0009).

**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, JULY 12, 2021

The Ham Lake Planning Commission met for its regular meeting on Monday, July 12, 2021 in the Council Chambers at Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

**MEMBERS PRESENT:** Commissioners Brian Pogalz, Dave Ringler, Scott Heaton, Jeff Entsminger and Jonathan Fisher

**MEMBERS ABSENT:** Commissioners Kyle Lejonvarn and Erin Dixon

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

**CALL TO ORDER:** Chair Pogalz called the meeting to order at 6:03 p.m.

### **PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was recited by all in attendance.

### **APPROVAL OF MINUTES:**

**Motion by Ringler, seconded by Fisher, to approve the minutes of the June 28, 2021 Planning Commission meeting as written. All present in favor, motion carried.**

Commissioner Entsminger removed himself from the table to provide representation for discussion of the Sketch Plan of a 2 lot Minor Plat in Section 29 (1163 143<sup>rd</sup> Avenue NE, PID# 29-32-23-23-0009).

### **NEW BUSINESS:**

Jeff Entsminger, Entsminger Enterprises, LLC, requesting Sketch Plan Approval of a 2 lot Minor Plat located in Section 29 (1163 143<sup>rd</sup> Avenue NE, PID# 29-32-23-23-0009).

Mr. Jeff Entsminger was present. Mr. Entsminger stated he intends to split the acreage and purchase the parcel north of County Ditch #59 (Coon Creek); the southern parcel will remain part of the Buchholz farm. Mr. Entsminger stated he intends to rezone the northern parcel from R-A (Rural Single Family Residential) to CD-2 (Commercial Development II) but does not have any plans to construct anything on the lot at this time. Chair Pogalz asked Engineer Collins to comment on the plat. Engineer Collins stated the property is currently one parcel of record with split zoning of R-A (Rural Single Family Residential) and R-1 (Single Family Residential). Engineer Collins stated the proposed zoning for Parcel A is CD-2 and the proposed zoning for Parcel B is R-1; a 4/5 vote by the City Council is required to change the zoning classification from residential to commercial for Parcel A. Engineer Collins stated the required easements and right-of-way are represented on the sketch plan; soil boring tests confirm there is adequate area

for a primary and secondary septic area on Parcel A and for a secondary septic system for Parcel B. Engineer Collins stated the Building Official is requiring that a compliance inspection be completed on the existing septic system located on Parcel B per Article 11-450.4 prior to the final plat being recorded with the County. Engineer Collins stated a permit from Coon Creek Watershed District will be required when a structure is built on Parcel A. **Motion by Heaton, seconded by Ringler, to recommend approval of the Sketch Plan presented by Jeff Entsminger, Entsminger Enterprises, LLC, for a 2 lot Minor Plat located in Section 29 (1163 143<sup>rd</sup> Avenue NE, PID# 29-32-23-23-0009) subject to meeting the requirements of the City Engineer and the Building Official and meeting all City, State and County requirements. Commissioners Pogalz, Ringler, Heaton and Fisher voted yes, Commissioner Entsminger recused himself from the vote. Motion carried. *This application will be placed on the City Council's Monday, July 19, 2021 agenda.***

**COMMISSION BUSINESS:**

City Council Update

Commissioner Entsminger stated he attended the July 6, 2021 City Council meeting. The City Council accepted the Planning Commission's recommendations. Commissioner Entsminger stated none of residents from the Hidden Forest East developments, that spoke at the June 28, 2021 Planning Commission meeting, attended the City Council meeting.

**ADJOURNMENT:**

**Motion by Heaton, seconded by Fisher, to adjourn the Planning Commission meeting at 6:10 p.m. All present in favor, motion carried.**

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Jennifer Bohr  
Zoning and Building Clerk





**RECEIVED**  
 JUN 11 2021  
 By: .....

**CITY OF HAM LAKE**

**PLANNING  
 REQUEST**

**15544 Central Avenue NE**

**Ham Lake, MN 55304**

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

Date of Application 6/9/2021

Date of Receipt 6-11-21  
 Receipt # 90017

**Meeting Appearance Dates:**

Planning Commission 7-12-2021 City Council \_\_\_\_\_

**Please check request(s):**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Metes & Bounds Conveyance | _____ Commercial Building Permit       |
| <input checked="" type="checkbox"/> Sketch Plan               | _____ Certificate of Occupancy         |
| _____ Preliminary Plat Approval*                              | _____ Home Occupation Permit           |
| _____ Final Plat Approval                                     | _____ Conditional Use Permit (New)*    |
| _____ Rezoning*   | _____ Conditional Use Permit (Renewal) |
| _____ Multiple Dog License*                                   | _____ 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: Buckholz lot split/Minor Plat

Address/Location of property: Andover Blvd.

Legal Description of property: See survey

PIN # 29-32-23-23-0009 Current Zoning RA +R-1 Proposed Zoning RA CD-2 + R-1

Notes: former PIN#s 29-32-23-23-0006 + 29-32-23-32-0002

Applicant's Name: Jeff Entsminger

Business Name: Entsminger Enterprises LLC

Address 14916 Central Ave Ne

City Ham Lake State MN Zip Code 55304

Phone \_\_\_\_\_ Cell Phone 612-669-4004 Fax \_\_\_\_\_

Email address jeff@allseasonservices.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 [Signature] DATE 6/9/2021

**- FOR STAFF USE ONLY -**

ACTION BY: Planning Commission \_\_\_\_\_  
 City Council \_\_\_\_\_

PROPERTY TAXES CURRENT YES NO

## Memorandum

Date: July 8, 2021  
To: Planning Commissioners  
From: Tom Collins, City Engineer *TPC*  
Subject: Entsminger Enterprises Sketch Plan

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### Introduction:

The Sketch Plan proposes to subdivide the 38.88-acre parcel 29-32-23-32-0009 (<https://gis.anokacountymn.gov/propertysearch/?find=29-32-23-32-0009>) into two lots, with a common lot line at the centerline of County Ditch #59 (Coon Creek). Parcel 29-32-23-32-0009, per the attached 200 scale half section maps, is the result of the recent combination of parcel 29-32-23-32-0002 (1163 143<sup>rd</sup> Avenue) and undeveloped parcel 29-32-23-23-0006, per the attached 200-scale former half-section maps. The former 29-32-23-32-0002 parcel is zoned Single Family Residential (R-1) and the former 29-32-23-23-0006 parcel is zoned Rural Single Family Residential (R-A). An 800-scale zoning map and an 800-scale aerial photo are attached.

**Discussion:** The proposed subdivision falls under the Minor Plat portion of City Code Section 10-101. Consideration of approving both the preliminary and final plat will be before the Planning Commission at the same meeting, following the public hearing. The two proposed lots are Parcel A on the north side of Coon Creek and Parcel B on the south side of Coon Creek. The lots are 16.81 acres and 22.07 acres respectively. The proposed zoning for Parcel A is Commercial Development Tier 2 (CD-2) and the proposed zoning for Parcel B is Single Family Residential (R-1). Per the League of Minnesota Cities, a 4/5 vote by the City Council is required to change the zoning classification from residential to commercial for Parcel A. Parkland dedication will be required for the one residential lot.

The Sketch Plan shows the required 10-foot drainage and utility easement around the perimeter of both proposed Parcels, along with a 200-foot easement positioned on the centerline of Coon Creek. The Sketch Plan shows the existing 33-feet of right-of-way on the north side of 143<sup>rd</sup> Avenue, the existing 60-feet of Andover Boulevard (County Road 16) right-of-way over the easterly portion of the proposed subdivision and the existing 33-feet of Andover Boulevard right-of-way on the westerly portion of the proposed subdivision.

The Sketch Plan includes right-of-way dedication for the Municipal State Aid (MSA) Pierce Street thru the development. The future MSA street has a connection south of the Sketch Plan to align with the Lincoln Street at 143<sup>rd</sup> Avenue intersection. A 600-scale Thoroughfare Map is attached. The MSA street is not required to be constructed by the Developer for the proposed Sketch Plan.

The Soil Boring Test Report confirm that there is adequate area for a primary and secondary septic system for Parcel A, and for a secondary septic system for Parcel B. An additional soil boring will be required to determine the low floor elevation prior to consideration of issuing a future building permit for Parcel A.

There are a number of accessory buildings located on the proposed Parcel B parcel. The Building Official will need to comment on compliance with City Code. There are FEMA Zone A limits adjacent to the County Ditch, per the attached 500 scale Flood Zone map. A FEMA Letter of Map Amendment will not be required. Approval of the proposed development is required from the County. It is anticipated that the County will require the dedication of an additional 27-feet of Andover Boulevard right-of-way on the westerly 255.92 feet of the proposed subdivision.

Coon Creek Watershed District (CCWD) approval is not needed for the Minor Subdivision. CCWD approval will be required prior to any building construction within Parcel A, due to the proximity of the County Ditch, the existence of wetlands and the presence of the floodplain adjacent to the County Ditch. The CCWD has confirmed that the proposed building area adjacent to the Parcel A soil borings is not located within floodplain. A Natural Heritage Information System data review by the DNR will also be required to determine whether any state-protected species may be located within the Minor Subdivision boundary.

**Recommendations:**

It is recommended that the Entsminger Enterprises Sketch Plan be recommended for approval.

July 12, 2021

**CITY OF HAM LAKE**

**STAFF REPORT**

**To: Members of the Planning Commission**  
**From: Mark Jones, Building Official**  
**Subject: Entsminger Enterprises, LLC Minor Plat Sketch Plan**

**Introduction/Discussion:**

The minor plat submitted by Jeff Entsminger of Entsminger Enterprises, LLC shows existing accessory buildings on Parcel B. The existing buildings are pre-existing, non-conforming structures; they were in existence at the time of a code change, and are currently non-compliant with any provision of the City Code. A non-conforming use may continue to exist, but, except in the limited conditions described below, may not be altered (except to effect repairs restoring the pre-existing condition) or expanded unless to a conforming use. If a non-conforming use is abandoned, or not used because of unrepaired damage for any period of twelve consecutive months, it shall no longer be permitted to exist in a non-conforming status.

A septic compliance inspection will need to be done on the septic system currently located on Parcel B per Article 11-450.4.

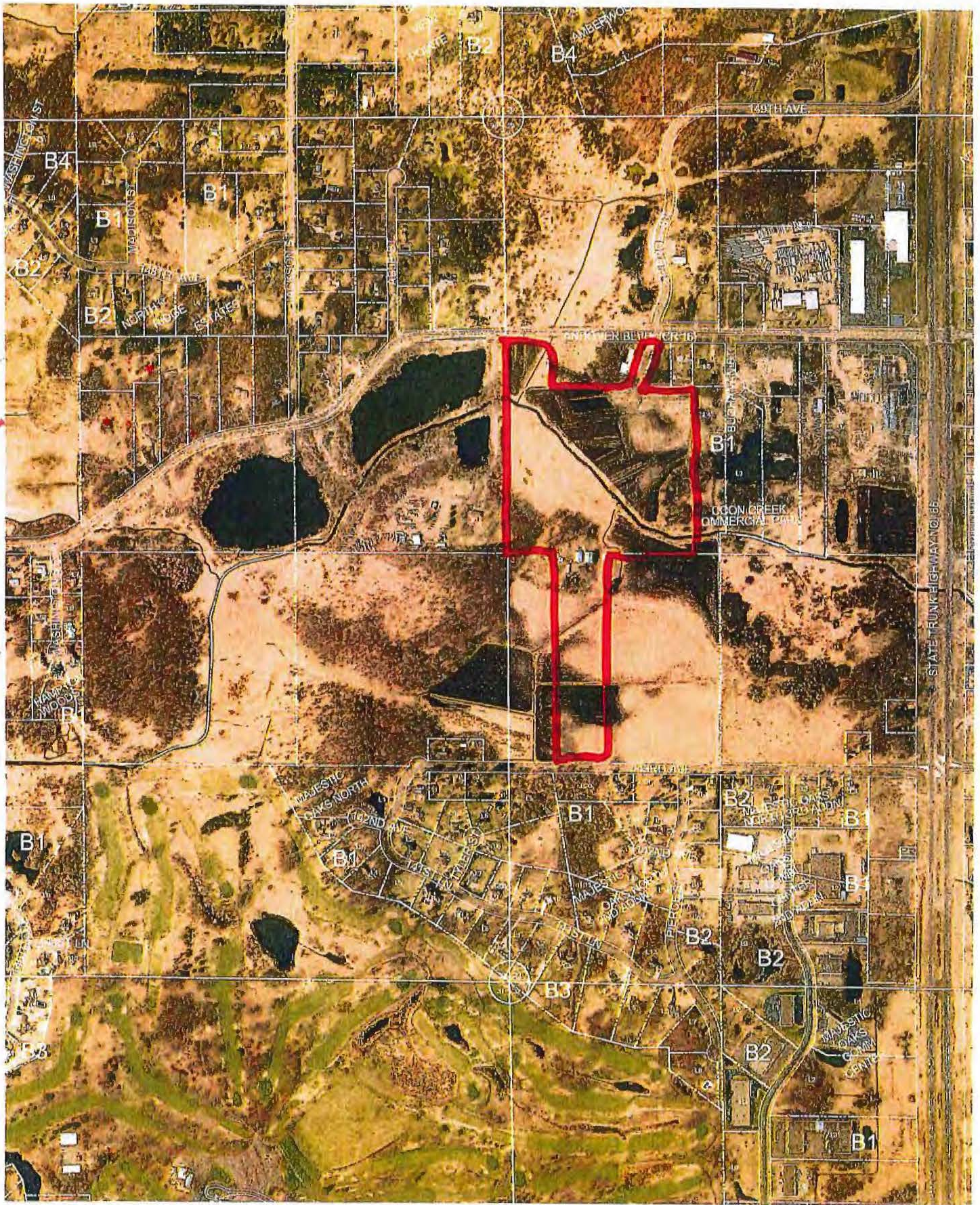
**11-450.4 Required SSTS Compliance Inspections**

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

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

**Recommendation:**

I recommend approval of the Sketch Plan of the Minor Plat for Entsminger Enterprises, LLC subject to a septic compliance inspection being completed, with results submitted to the City, before the final plat can be recorded.



Aerial Photo

1" = 300'

# SKETCH PLAN ~for~ ENTSMINGER ENTERPRISES

## EXISTING LEGAL DESCRIPTION

The Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Twenty-nine (29), Township Thirty-two (32), Range Twenty-nine (29), except the East 143 feet of the West Half (W 1/2) of said Quarter, lying South of County Road No. 16,

also except the North 300 feet of the West 135 feet of the East 300 feet of said Quarter, Quarter,

also except that part described as follows:

Beginning at a point of the North line of said Quarter, Quarter, 376.68 feet West of the Northwest corner thence thence East 81.02 feet North line 76.68 feet thence South parallel with the East line of said Quarter, Quarter, 300 feet thence West parallel with said North line 284.65 feet thence Northeastly on a line to the point of beginning (said line 1/4 line "A"),

also except that part described as follows:

Commencing at a point on said North line 376.68 feet West of said Northeast corner thence West along said North line to point of intersection with a line running Northwesterly and Southeasterly parallel with the 66 feet measured at right angles to said line "A", thence commencing West along said North line 617.31 feet thence South and parallel with said East line 212 feet thence East parallel with said North line to the intersection of a line drawn parallel with said East line and 550.85 feet West of said East line as measured along a line parallel with said North line thence North along said parallel line to the intersection of a line drawn parallel with the 66 feet Northwesterly as measured at right angles from said line "A", thence Northeastly along said line to point of beginning;

also excepting therefrom that part of said SW 1/4 of NW 1/4 described as follows:

Beginning at a point on the South line of said SW 1/4 of NW 1/4, 300 feet East of the Southwest corner thence thence South parallel with the West line of the NW 1/4 of SW 1/4 of said Section to the South line of said NW 1/4 of SW 1/4, thence East along said South line 310 feet thence North parallel with said West line to a point 100 feet North of said South line of said SW 1/4 of NW 1/4, thence West parallel with said South line to a point 300 feet East of the West line of the W 1/2 of NW 1/4 of said Section, thence South to the point of beginning.

Subject to roads and easements of record, if any.

### PARCEL 2:

That part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) and of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4), all in Section Twenty-nine (29), Township Thirty-two (32), Range Twenty-three (23), Anoka County, Minnesota, described as follows:

Beginning at a point on the North line of said NW 1/4 of SW 1/4, 300 feet East of the Northwest corner thence thence South parallel with the West line of said NW 1/4 of SW 1/4 and to the South line thence thence East along said South line 310 feet; thence North parallel with said West line to a point 100 feet North of the North line of said NW 1/4 of SW 1/4, thence West parallel with said South line to a point 300 feet East of the West line of the W 1/2 of NW 1/4 of said Section, thence South to the point of beginning and there to terminate.

Subject to roads and easements of record, if any.

## EXISTING ZONING INFORMATION

- PRIOR PID: 29-32-23-0005
- ZONING: R-1 Rural Single Family Residential
- PRIOR PID: 29-32-23-0002
- ZONING: R-3 Single Family Residential

## PROPOSED ZONING INFORMATION

- PARCEL A:
- ZONING: CD-2 Commercial Development Tier 2
- PARCEL B:
- ZONING: R-1 Single Family Residential

## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 05/07/21.
- Bearings shown are on Anoka County datum.
- New Parcel ID Number: 29-32-23-0008
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to resolution upon receipt of a current title commitment or an attorney's title opinion.
- Existing contours are shown per LIDAR mapping as provided by MNDNR.
- Proposed right-of-way easement is shown per design by RJC Engineering.

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED ALSE # 41578
- DENOTES ZONE MARKING (BY MARK TRADEMARK)
- DENOTES WELL
- DENOTES EXISTING CONTOURS
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)

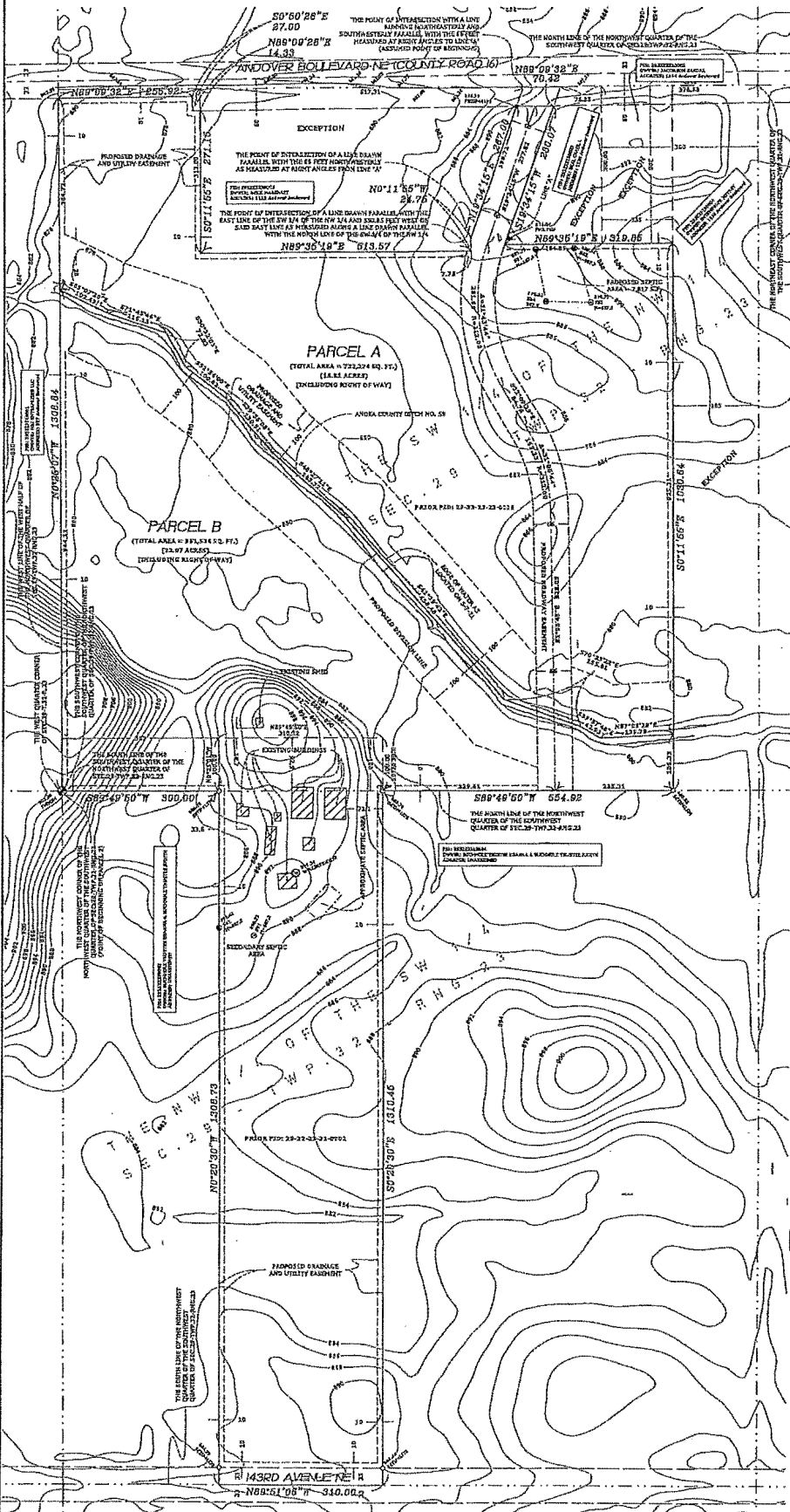
## BENCHMARK

MNDNR NAME: 0208 N  
 GRID STATION#: 8553  
 ELEVATION: 890.207 (NAVD83)

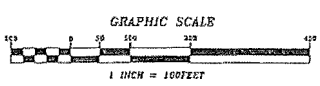
I, hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JIGON E. RUD  
 Date: 7/1/2021 License No. 41578

NO.	DATE	DESCRIPTION	BY
1	6/21/21	FIELD EXAM, CT	CHR
2	7/1/21	REVISE RECORDING EASEMENT	CHR
3	7/1/21	REVISE PROPOSED ZONING	CHR
4			



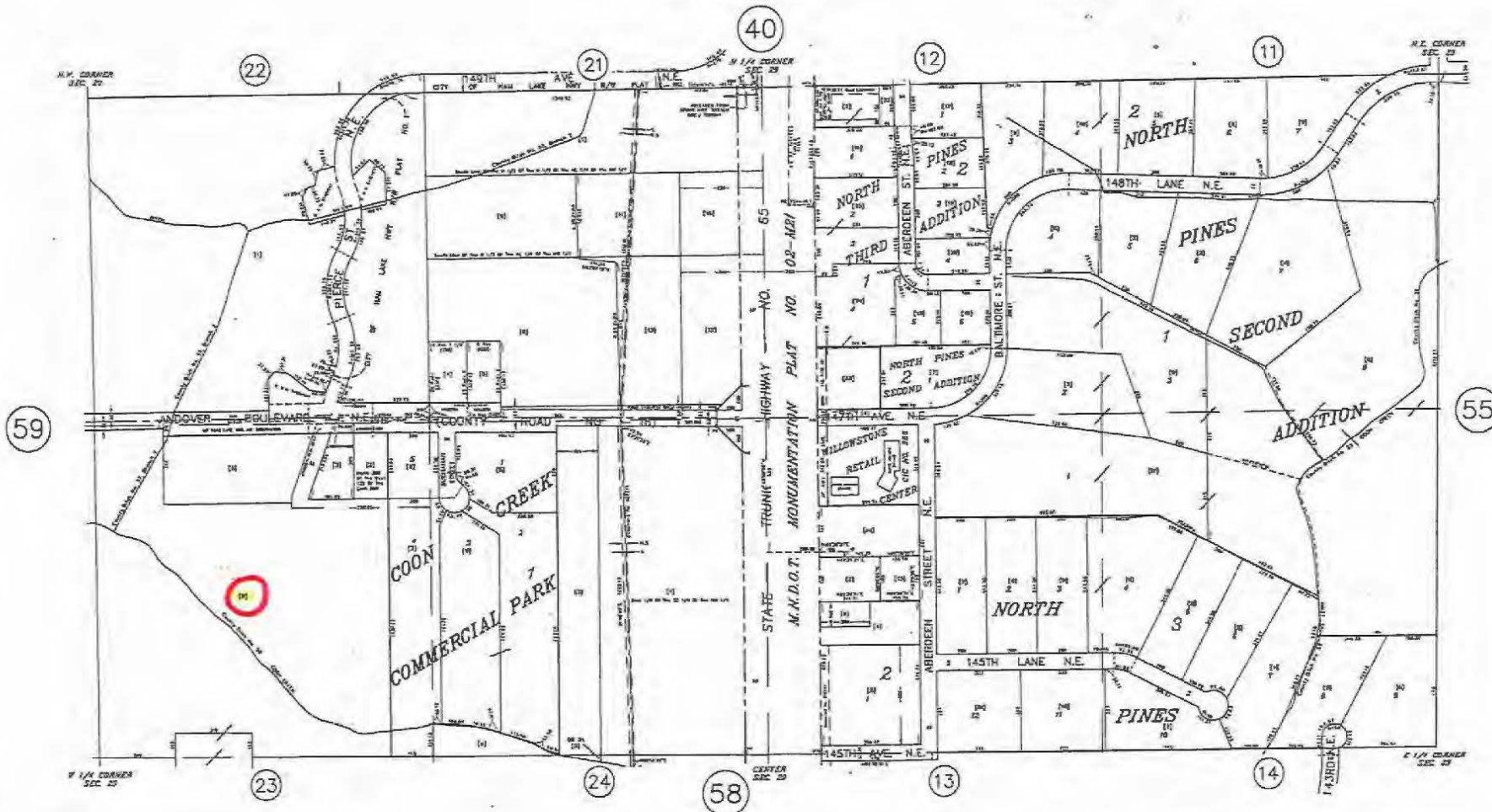
**E.G. RUD & SONS, INC.**  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014  
 Tel. (651) 961-0200 Fax (651) 361-8701



NORTH

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

CITY OF HAM LAKE



GRAPHIC SCALE  
SCALE IN FEET

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

QUARTER/QUARTER INDEX

21	21	12	33
23	24	13	34
NORTH HALF OF SECTION			
22	21	42	43
23	24	43	44
SOUTH HALF OF SECTION			

PROPERTY IDENTIFICATION NUMBER

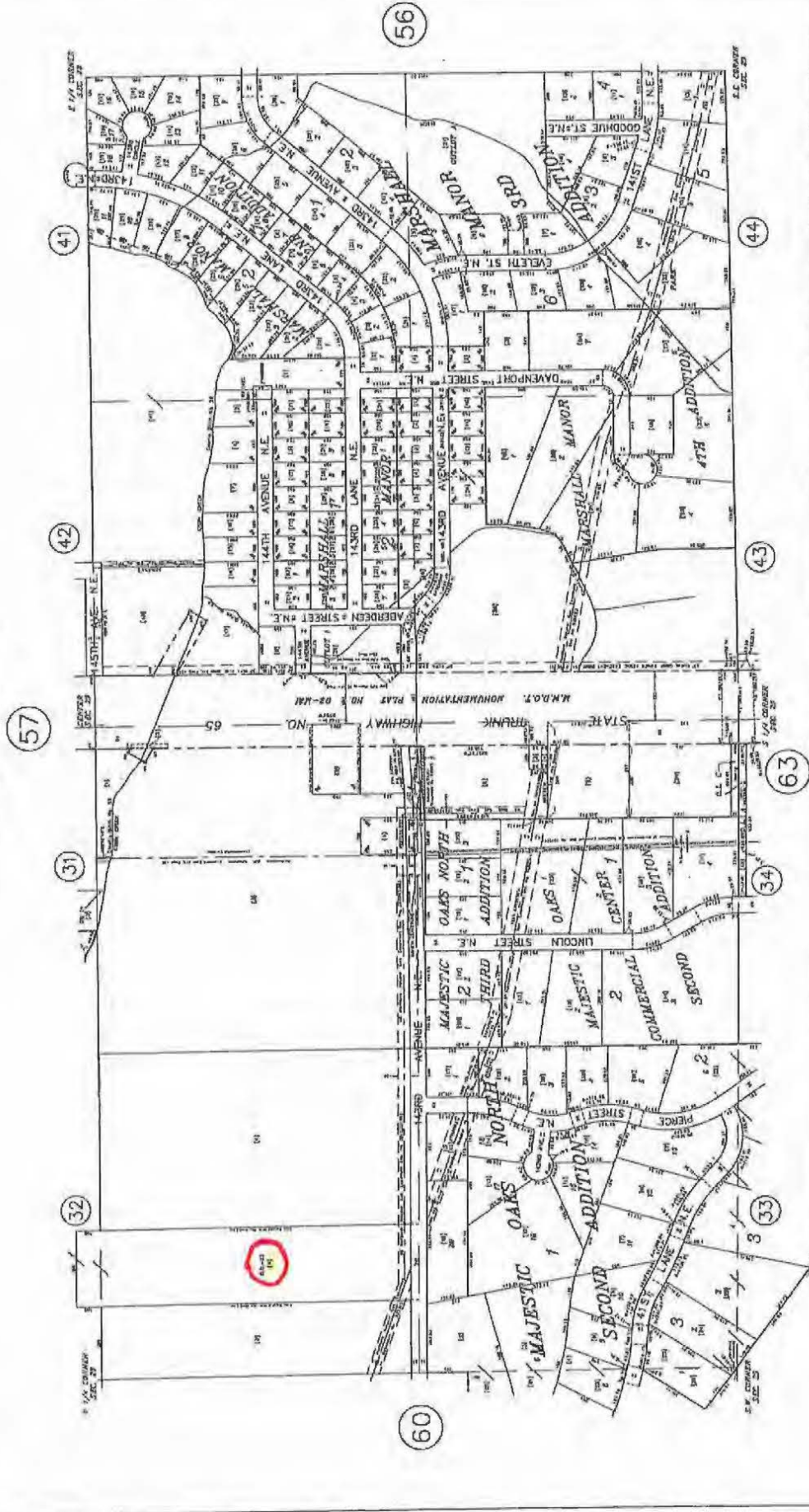
Section	Township	Range	County	Specific
XX	XX	XX	XX	10000

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS: (1)  
EXAMPLE OF 7IN NUMBER: 19-33-23-13-001

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

# S 1/2 SECTION 29, T. 32, R. 23

CITY OF HAM LAKE

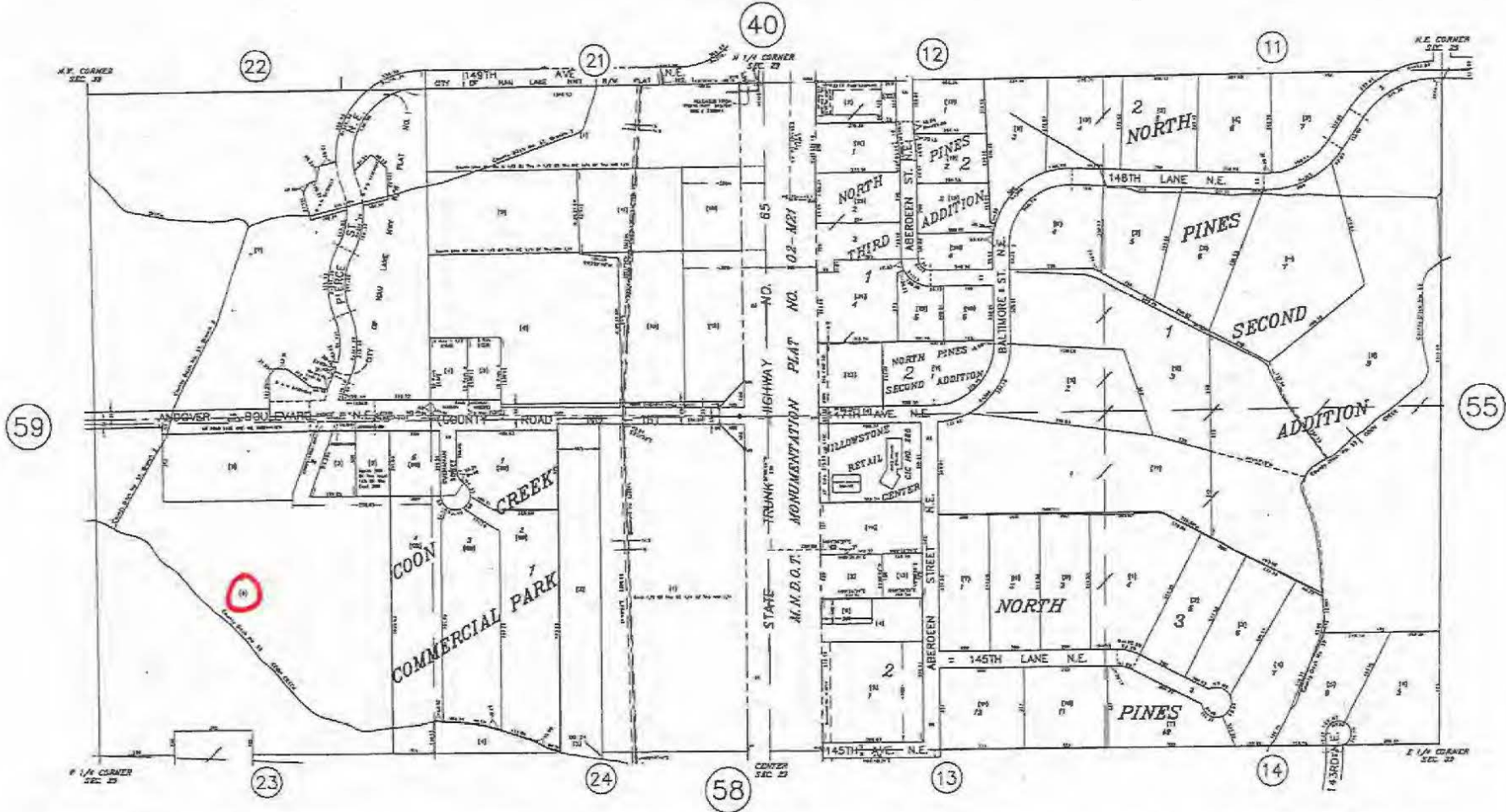




Former

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

CITY OF HAM LAKE



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

QUARTER QUARTER INDEX

22	21	20	19	NORTH HALF OF SECTION
23	24	13	14	
20	21	42	41	SOUTH HALF OF SECTION
13	14	43	44	

PROPERTY IDENTIFICATION NUMBER

Section	Township	Range	Quarter	Specific
XX	XX	XX	XX	XXXX

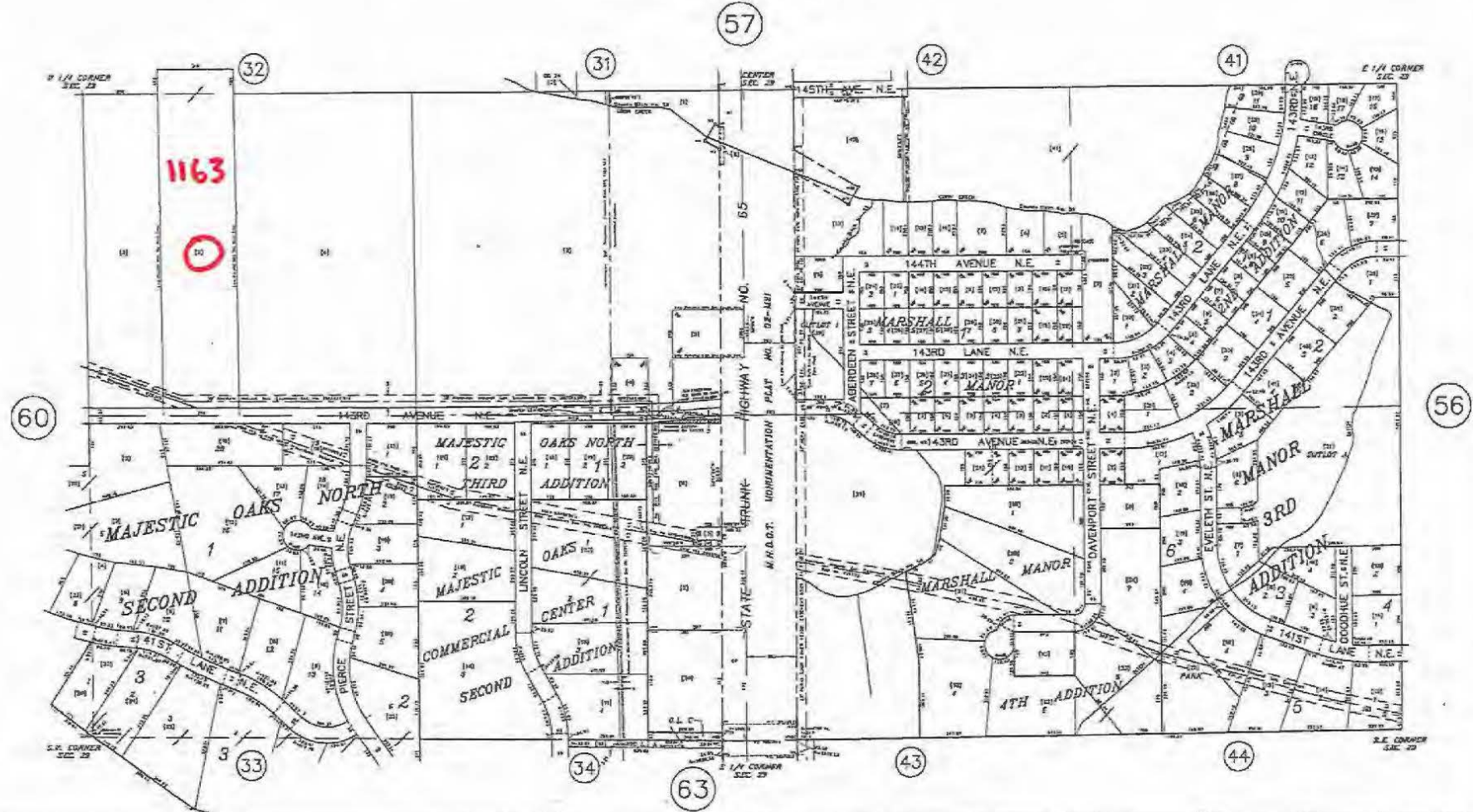
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EXAMPLE OF PIN NUMBER: 29-23-23-13-001

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

Former

# S 1/2 SECTION 29, T. 32, R. 23

CITY OF HAM LAKE



ANOKA COUNTY  
SURVEYOR'S OFFICE  
ROOM 224  
2100 3RD AVENUE  
ANGKA, MN 55303  
(763) 324-3260

QUARTER QUARTER INDEX

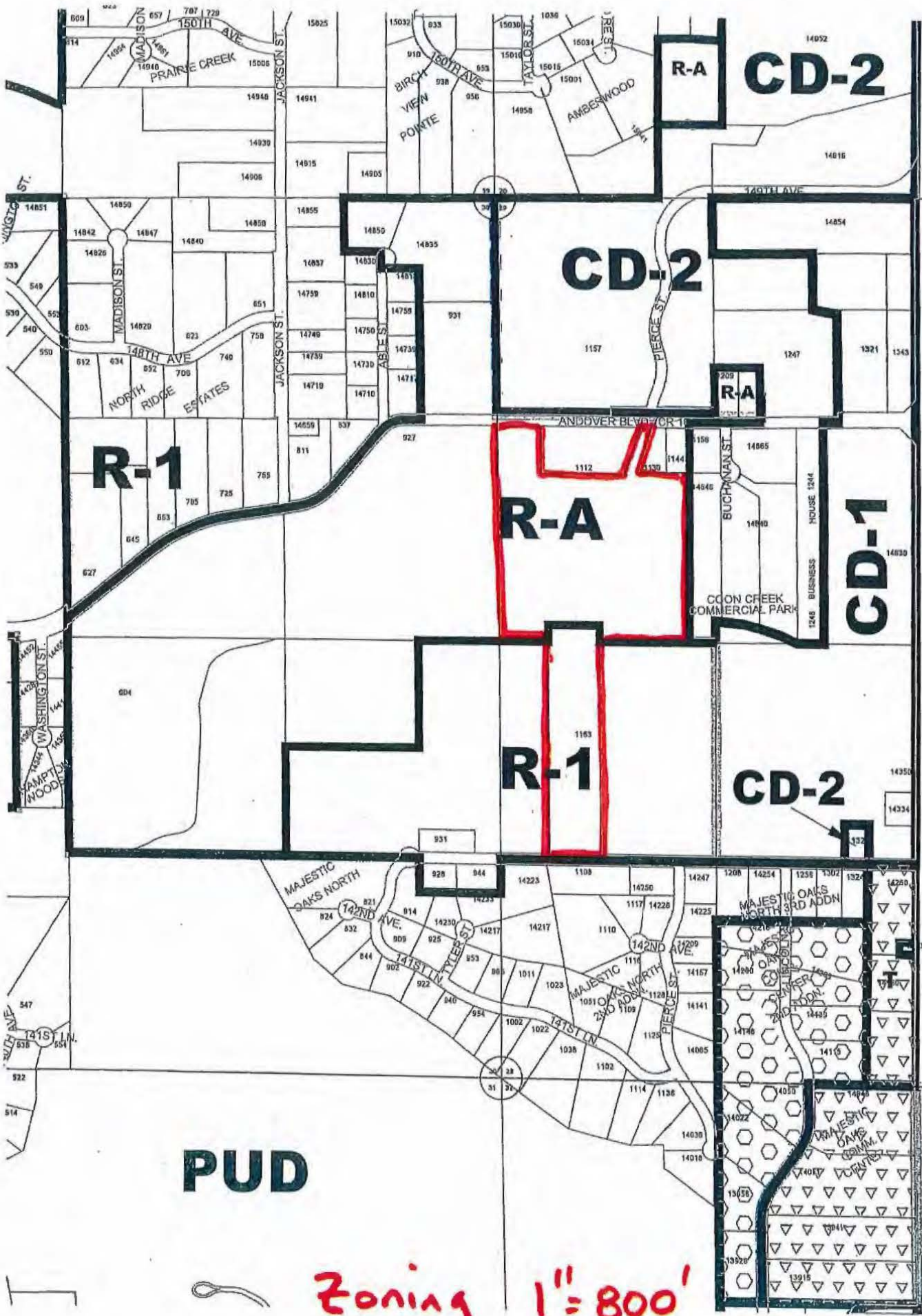
23	21	13	11	NORTH HALF OF SECTION
22	20	12	14	
23	31	42	41	SOUTH HALF OF SECTION
22	34	43	44	

PROPERTY IDENTIFICATION NUMBER

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

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS: [1]  
EXAMPLE OF PIN NUMBER: 25-02-23-43-002

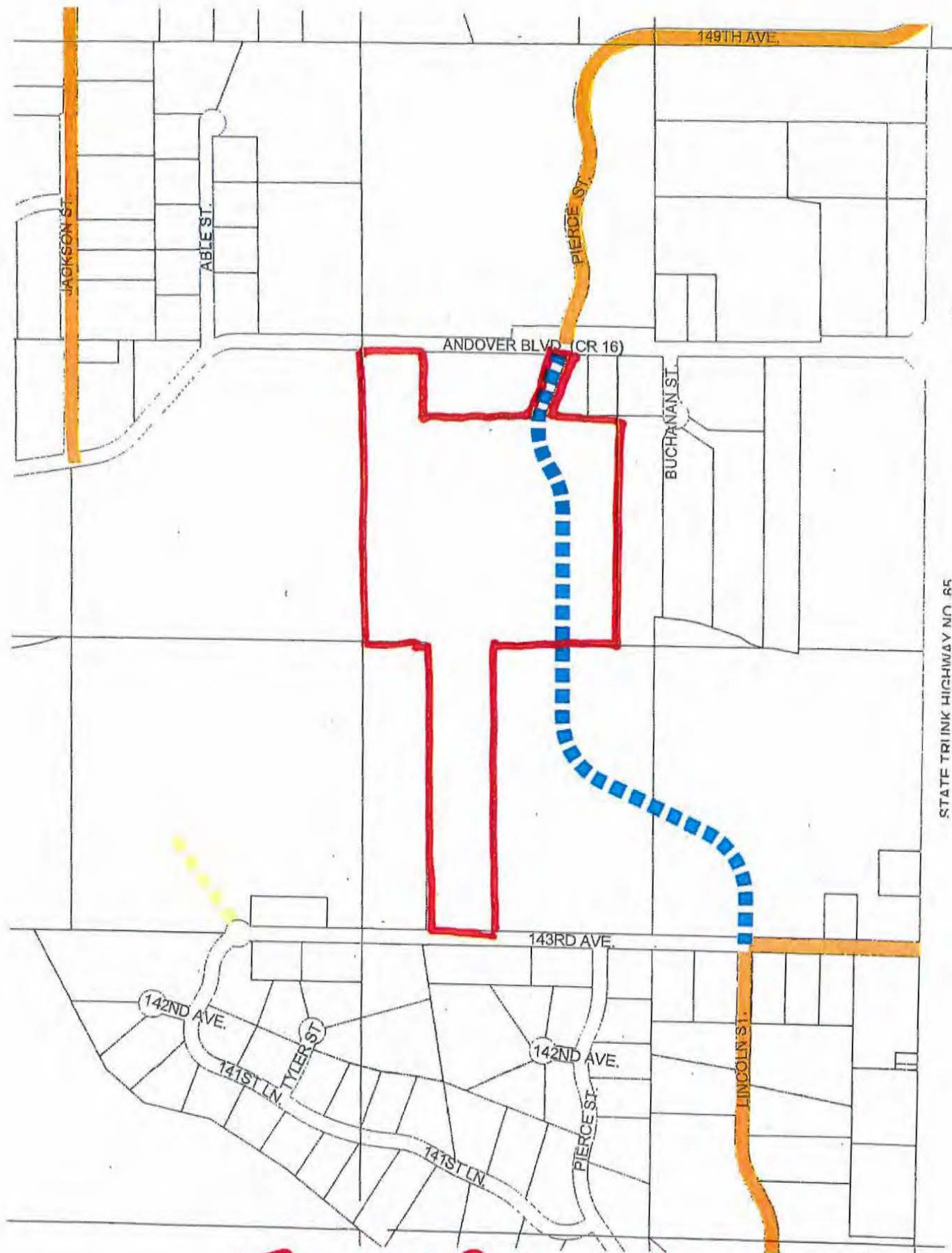
THIS IS A COMPILATION OF RECORDS AS THEY APPEAR IN THE ANOKA COUNTY OFFICES AFFECTING THE AREA SHOWN. THIS DRAWING IS TO BE USED ONLY FOR REFERENCE PURPOSES AND THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.



STATE TRUNK HIGHWAY NO. 65

**PUD**

*Zoning 1" = 800'*



Thoroughfare 1" = 600'

**Tradewell Soil Testing**  
**18330 Dahlia Street NW**  
**Cedar, MN 55011**

Date: May 5<sup>th</sup>, 2021

Name: Jeff Entsminger

Address: XXXX Andover Blvd. NE, Ham Lake, MN

**SOIL BORING TEST REPORT**

Boring #1	Boring #2	Boring #3	Boring #4
0"- 12" Topsoil Loamy Fine Sand 10YR 3/3	0"- 12" Topsoil Loamy Fine Sand 10YR 3/3	0"- 10" Topsoil Loamy Fine Sand 10YR 3/3	0"- 10" Topsoil Loamy Fine Sand 10YR 3/3
12"- 24" Fine Sand 10YR 4/6	12"- 28" Fine Sand 10YR 4/6	10"- 28" Fine Sand 10YR 4/4 5/4	10"- 30" Fine Sand 10YR 4/4 5/4
24"- 38" Fine Sand (Mottled Gray & Orange)	28"- 46" Fine Sand 10YR 5/4 5/3 (Mottled)	28"- 48" Fine Sand 10YR 6/4 6/3	30"- 48" Medium Fine Sand 10YR 6/4
			48"- 54" Fine Sandy Loam 7.5YR 3/4
Mottles @ 24" Dry Hole	Mottles @ 26" Dry Hole	Mottles @ 38" Dry Hole	Mottles @ 40" Dry Hole

Soil Borings for 7,500 square foot area for proposed septic areas per City of Ham Lake ordinance.



Mark Tradewell  
MPCA #307

**Tradewell Soil Testing**  
**18330 Dahlia Street NW**  
**Cedar, MN 55011**

Date: May 5<sup>th</sup>, 2021

Name: Jeff Entsminger

Address: Existing farmstead off 143<sup>rd</sup> Avenue NE, Ham Lake, MN

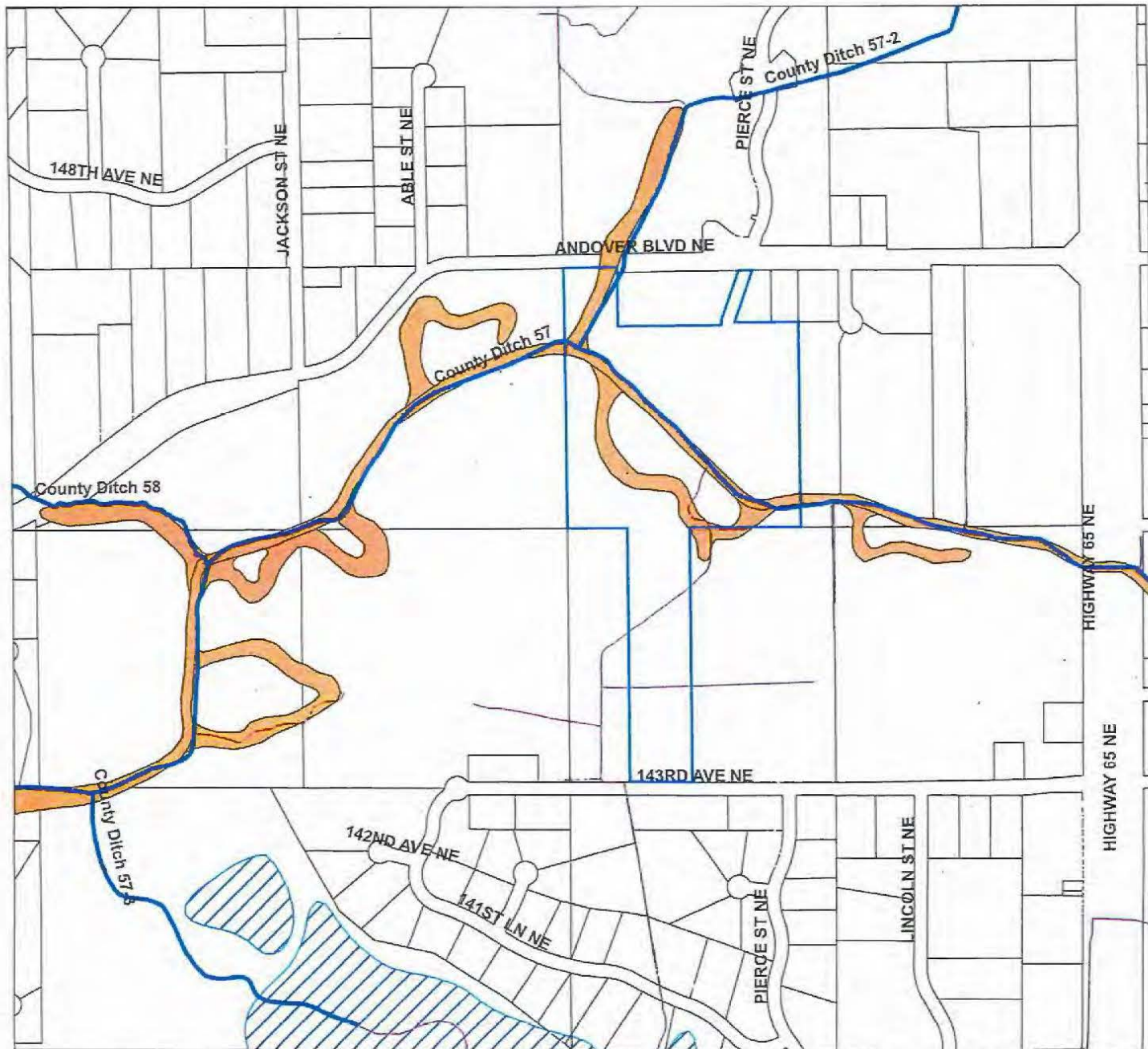
**SOIL BORING TEST REPORT**

<b>Boring #1</b>	<b>Boring #2</b>		
0"- 8" Topsoil Loamy Fine Sand 10YR 3/2	0"- 8" Topsoil Loamy Fine Sand 10YR 3/2		
8"- 24" Fine Sand 10YR 3/4 4/4	8"- 30" Fine Sand 10YR 3/4 4/4		
24"- 54" Fine Sand 10YR 5/4 5/3	30"- 60" Medium Fine Sand 10YR 5/4		
Mottles @ 42" Dry Hole	Mottles @ 50" Dry Hole		

Soil Borings for proposed Alternate Septic site on existing parcel.



Mark Tradewell  
MPCA #307



# HAM LAKE, MINNESOTA

## FLOOD ZONE MAP

### Legend

#### Ditches

- Private Ditch
- County Ditch

#### Flood Zone

- Zone A
- Zone A Floodway



Map Date: 6/17/2021

#### ABBREVIATIONS:

- FEMA - Federal Emergency Management Agency
- LOMA - Letter of Map Amendment
- Zone A - 1% probability of flood in any given year.  
(100 Year Flood)
- Zone A Floodway - the channel of a river or other watercourse and the adjacent land area that must be reserved in order to discharge the 100 year flood without cumulatively increasing the water surface elevation more than a designated height.

#### FLOODPLAIN MAP:

Features portrayed on this map are a graphical representation, and should be viewed in this context.

#### Sources:

- Anoka County Engineering & Surveying Departments
- Federal Emergency Management Agency (National Flood Insurance Program)



Meeting Date: July 19<sup>th</sup>, 2021



**CITY OF HAM LAKE  
STAFF REPORT**

**To: Mayor and Councilmembers**  
**From: Andrea Worcester, Finance Director**  
**Item/Title/Subject: 2021 2nd Quarter Financials**

**INTRODUCTION/DISCUSSION:**

Bank accounts have been reconciled through June 30th, 2021 as well as a review of all activity in all funds has been performed. The following is a summary of my observations on the City's financial position at the end of the 2nd Quarter of 2021. All information presented is unaudited.

**Cash and Investments**

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

	<u>06/30/2021</u>	<u>12/31/2020</u>	<u>Increase/ (Decrease)</u>
Checking	\$ 620,680	\$ 1,025,369	\$ (404,751)
Investments (at Market Value)	8,086,040	10,266,600	(2,180,559)
Total Cash and Investments	<u>\$ 8,706,721</u>	<u>\$ 11,291,969</u>	<u>\$ (2,585,310)</u>

<u>Investment Type</u>	<u>06/30/2021</u>	<u>12/31/2020</u>	<u>Increase/ (Decrease)</u>
Checking	\$ 620,680	\$ 1,025,369	\$ (404,751)
Money Market	3,526,920	6,299,433	(2,772,513)
Negotiable CDs	4,559,120	3,474,283	1,084,837
Municipal Bond	-	-	-
Government Agency Securities	-	492,884	(492,884)
Total Cash and Investments	<u>\$ 8,706,721</u>	<u>\$ 11,291,969</u>	<u>\$ (2,585,310)</u>

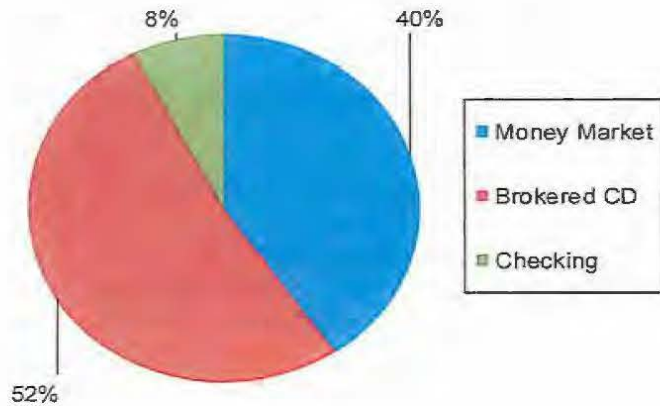


**Investment Summary**  
**As of 6/30/2021 (unaudited)**

Institution	Description	Type	Market Value 1/1/2021	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 6/30/2021	Market Value 6/30/2021	Unrealized gain / loss
RBC	RBC	Money Market	-	-	-	-	-	-	-	-
RBC	Enerbank USA Salt Lake City	Brokered CD	249,264.99	-	-	(249,452.39)	2,452.39	2,264.99	-	(2,264.99)
RBC	Morgan Stanley PVT BK	Brokered CD	254,041.74	-	-	(3,127.91)	3,127.91	254,041.74	251,038.08	(3,003.66)
RBC	Sallie Mae BK Murray Utah	Brokered CD	254,041.74	-	-	(3,127.91)	3,127.91	254,041.74	251,038.08	(3,003.66)
RBC	Wells Fargo Bank Natl Assn	Brokered CD	257,139.81	-	-	(3,166.04)	3,166.04	257,139.81	254,064.66	(3,075.15)
RBC	Ally Bank Midvale Utah	Brokered CD	254,582.94	-	-	(2,232.20)	2,232.20	254,582.94	252,265.62	(2,317.32)
RBC	Bank Hapoalim New York	Brokered CD	250,993.05	-	-	(3,321.97)	3,321.97	250,993.05	247,463.37	(3,529.68)
RBC	Goldman Sachs BK USA New York	Brokered CD	231,244.44	-	-	(1,989.53)	1,989.53	231,244.44	229,333.80	(1,910.64)
RBC	BMO Harris BK NATL ASSN	Brokered CD	249,271.41	-	-	(620.80)	620.80	249,271.41	249,276.39	4.98
RBC	Merrick BK South Jordan Utah	Brokered CD	248,718.63	-	-	(496.63)	496.63	248,718.63	247,456.20	(1,262.43)
RBC	Texas Exchange BK Crowley	Brokered CD	249,204.18	-	-	(869.13)	869.13	249,204.18	246,739.08	(2,465.10)
RBC	Malaga BK Palos Verdes Calif	Brokered CD	246,592.17	-	-	(617.39)	617.39	246,592.17	241,908.48	(4,683.69)
RBC	Freddie Mac	Brokered CD	246,014.76	-	-	(369.00)	369.00	246,014.76	245,362.86	(651.90)
			2,991,109.86	-	-	(269,390.90)	22,390.90	2,744,109.86	2,715,946.62	(28,163.24)
Falcon National Bank	Community Pride Bank	Money Market	65,744.59	-	-	1,342.98	82.32	67,169.89	67,169.89	-
Falcon National Bank	CD 89417 (renewed)	Brokered CD	300,000.00	-	-	(744.67)	744.67	300,000.00	300,000.00	-
Falcon National Bank	CD 88834 (renewed)	Brokered CD	200,000.00	-	-	(598.31)	598.31	200,000.00	200,000.00	-
Falcon National Bank	CD 90376 (renewed)	Brokered CD	531,083.70	-	-	-	1,589.60	532,673.30	532,673.30	-
Falcon National Bank	CD 90484 (renewed)	Brokered CD	100,500.00	-	-	-	-	100,500.00	100,500.00	-
			1,197,328.29	-	-	(0.00)	3,014.90	1,200,343.19	1,200,343.19	-
21st CENTURY BANK	Money Market	Money Market	501,603.40	-	-	(501,698.23)	94.83	0.00	-	(0.00)
21st CENTURY BANK	ICS	Money Market	-	-	-	1,951,698.23	1,552.71	1,953,250.94	1,953,250.94	(0.00)
21st CENTURY BANK	CD 3507 (Renewed)	Brokered CD	90,000.00	-	-	(269.26)	269.26	90,000.00	90,000.00	-
21st CENTURY BANK	CD 2 3508 (Renewed)	Brokered CD	90,000.00	-	-	(269.26)	269.26	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3509 (Renewed)	Brokered CD	90,000.00	-	-	(269.26)	269.26	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3510 (Renewed)	Brokered CD	90,000.00	-	-	(269.26)	269.26	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3511 (Renewed)	Brokered CD	90,000.00	-	-	(269.26)	269.26	90,000.00	90,000.00	-
21st CENTURY BANK	CD 3512 (Renewed)	Brokered CD	50,000.00	-	-	(149.59)	149.59	50,000.00	50,000.00	-
21st CENTURY BANK	CD 3735 (Renewed)	Brokered CD	210,000.00	-	-	(676.90)	676.90	210,000.00	210,000.00	-
			1,211,603.40	-	-	1,447,827.21	3,820.33	2,663,250.94	2,663,250.94	(0.00)
4 M	4M Liquid Assets-101	Money Market	9.48	7,401.00	-	-	-	7,410.48	7,410.48	-
4 M	4M Plus Fund-101	Money Market	5,214,632.11	302,139.37	(550,000.00)	(3,680,609.10)	767.98	1,286,930.36	1,286,930.36	-
4 M	4M Plus Fund-103 Trust Investment	Money Market	212,117.77	-	-	-	41.04	212,158.81	212,158.81	-
			5,426,759.36	309,540.37	(550,000.00)	(3,680,609.10)	809.02	1,506,499.65	1,506,499.65	-
21st CENTURY BANK	Trust	Checking	317,365.68	204,631.14	(50,630.00)	-	534.32	471,901.14	471,901.14	-
21st CENTURY BANK	General/Checking	Checking	177,759.87	1,192,953.79	(3,675,442.88)	2,502,172.79	296.53	197,740.10	197,740.10	-
			495,125.55	1,397,584.93	(3,726,072.88)	2,502,172.79	830.85	669,641.24	669,641.24	-
			\$ 11,321,926.46	\$ 1,707,125.30	\$ (4,276,072.88)	\$ -	\$ 30,866.00	\$ 8,783,844.88	\$ 8,755,681.64	\$ (28,163.24)

**Investment Summary (continued)**  
**As of 6/30/2021 (unaudited)**

**Maturities**



Maturity	Unadjusted Market Value 6/30/2021	Market Value 6/30/2021	Variance 6/30/2021
Current	\$ 4,198,826.71	\$ 4,196,561.72	\$ (2,264.99)
< 1 year	2,106,967.73	2,095,974.62	(10,993.11)
1-2 years	987,256.24	984,938.92	(2,317.32)
2-3 years	497,007.81	492,826.23	(4,181.58)
3-4 years	249,271.41	249,276.39	4.98
5+ years	744,514.98	736,103.76	(8,411.22)
	<u>\$ 8,783,844.88</u>	<u>\$ 8,755,681.64</u>	<u>\$ (28,163.24)</u>
Weighted average Rate of return	0.70%	6/30/2021	
Average Maturity (years)	0.48	6/30/2021	

Investment Type	Market Value 6/30/2021
Money Market	\$ 3,526,920.48
Brokered CD	4,559,119.92
Savings	-
Government Securities	-
Municipal Securities	-
Checking	669,641.24
	<u>\$ 8,755,681.64</u>

<b>Operating Account</b>	
O/S Deposits	\$ 1,644.10
O/S Checks	(50,605.09)
	<u>Reconciled Balance</u>
	<u>\$ 8,706,720.65</u>

## Investment Summary (continued)

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

Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
12/31/2015	0.14	0.16	0.49	0.65	1.06	1.31	1.76	2.09	2.27
06/30/2016	0.20	0.26	0.36	0.45	0.58	0.71	1.01	1.29	1.49
09/30/2016	0.20	0.29	0.45	0.59	0.77	0.88	1.14	1.42	1.60
12/31/2016	0.44	0.51	0.62	0.85	1.20	1.47	1.93	2.25	2.45
03/31/2017	0.74	0.76	0.91	1.03	1.27	1.50	1.93	2.22	2.40
06/30/2017	0.84	1.03	1.14	1.24	1.38	1.55	1.89	2.14	2.31
09/30/2017	0.96	1.06	1.20	1.31	1.47	1.62	1.92	2.16	2.33
12/31/2017	1.28	1.39	1.53	1.76	1.89	1.98	2.20	2.33	2.40
03/31/2018	1.63	1.73	1.93	2.09	2.27	2.39	2.56	2.68	2.74
06/30/2018	1.77	1.93	2.11	2.33	2.52	2.63	2.73	2.81	2.85
09/30/2018	2.12	2.19	2.36	2.59	2.81	2.88	2.94	3.01	3.05
12/31/2018	2.44	2.45	2.45	2.56	2.63	2.48	2.46	2.51	2.59
03/29/2019	2.43	2.44	2.40	2.44	2.40	2.27	2.21	2.23	2.31
06/28/2019	2.18	2.12	2.09	1.92	1.75	1.71	1.76	1.87	2.00
09/30/2019	1.91	1.88	1.83	1.75	1.63	1.56	1.55	1.62	2.12
12/31/2019	1.48	1.55	1.60	1.59	1.58	1.62	1.69	1.83	1.92
03/31/2020	0.05	0.11	0.15	0.17	0.23	0.29	0.37	0.55	0.70
06/30/2020	0.13	0.16	0.18	0.16	0.16	0.18	0.29	0.49	0.66
09/30/2020	0.08	0.10	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.09	0.09	0.10	0.13	0.17	0.36	0.65	0.93
03/31/2021	0.01	0.03	0.05	0.07	0.16	0.35	0.92	1.40	1.74
06/30/2021	0.05	0.05	0.06	0.07	0.25	0.74	0.87	1.21	1.45

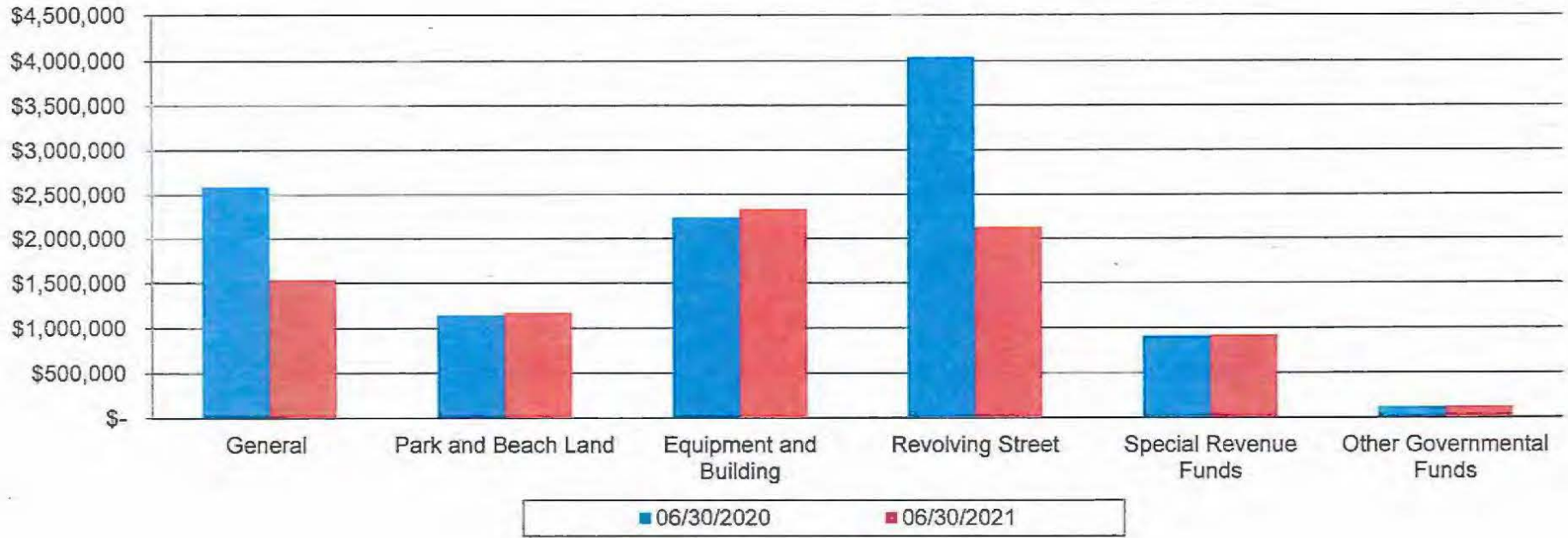
**Cash Balance Summary by Fund**  
**As of 6/30/2020, 12/31/2020, and 6/30/2021 (unaudited)**

		Balance 06/30/2020	Balance 12/31/2020	Balance 06/30/2021	YTD Change From 12/31/2020
100	General Fund	\$ 2,586,926	\$ 3,699,874	\$ 1,532,181	\$ (2,167,693) (1)
210	Cable TV Fund	358,817	359,980	414,695	54,715 (2)
211	Ham Laker Fund	(29,687)	(41,710)	(57,073)	(15,363)
212	Lawful Gambling Contributions Fund	52,921	73,116	68,639	(4,476)
217	CARES Act Grant	-	-	-	-
230	Future Drainage Fund	103,911	108,512	102,560	(5,953)
231	Recycling Fund	62,968	53,782	46,158	(7,624)
232	Street Light Fund	158,211	164,548	152,911	(11,637)
250	Oakwilt Fund	11,404	11,409	11,411	1
261	Economic Development Fund	17,425	1,642	1,654	12
262	Ham Lake EDA Fund	166,855	167,396	166,416	(981)
263	Lodging Tax Fund	2,026	2,913	4,905	1,992
370	2010 Cip Bond Debt Service Fund	78,087	265,264	84,069	(181,195) (3)
371	2016 Go Capital Note Debt Service Fund-Nmtc	32,336	26	31,775	31,749
410	General Gov't Equipment Fund	62,105	62,026	64,557	2,531
411	Election Equipment Fund	(721)	1,809	619	(1,189)
412	Building Fund	273,678	269,370	252,334	(17,036)
420	Fire Department Equipment Fund	1,248,338	1,328,071	1,394,093	66,023 (4)
421	Emergency Operations Center Fund	34,468	35,990	35,994	4
422	Siren Replacement Fund	35,272	35,394	36,398	1,005
428	Building Inspection Equipment Fund	67,256	56,474	32,279	(24,195)
430	Public Works Equipment Fund	364,234	381,197	451,417	70,220 (4)
431	Revolving Street Fund	4,037,979	2,629,088	2,122,416	(506,673) (5)
440	Park And Beach Land Fund	1,149,304	1,129,983	1,171,144	41,161
441	Parks Equipment Fund	156,897	42,015	61,958	19,943
890	Trust	485,043	453,799	523,208.75	69,410 (6)
	Total	<u>\$ 11,516,051</u>	<u>\$ 11,291,969</u>	<u>\$ 8,706,721</u>	<u>\$ (2,585,248)</u>

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

- (1) See rev/exp for the General Fund for further explanation.
- (2) Franchise Fees from North Metro Communciation.
- (3) Principal and interest payment on bond.
- (4) Cash increased due to budgeted transfers from General Fund.
- (5) Contractor payments for Twin Birch and Lund's Lake street projects.
- (6) Increased Trust activity.

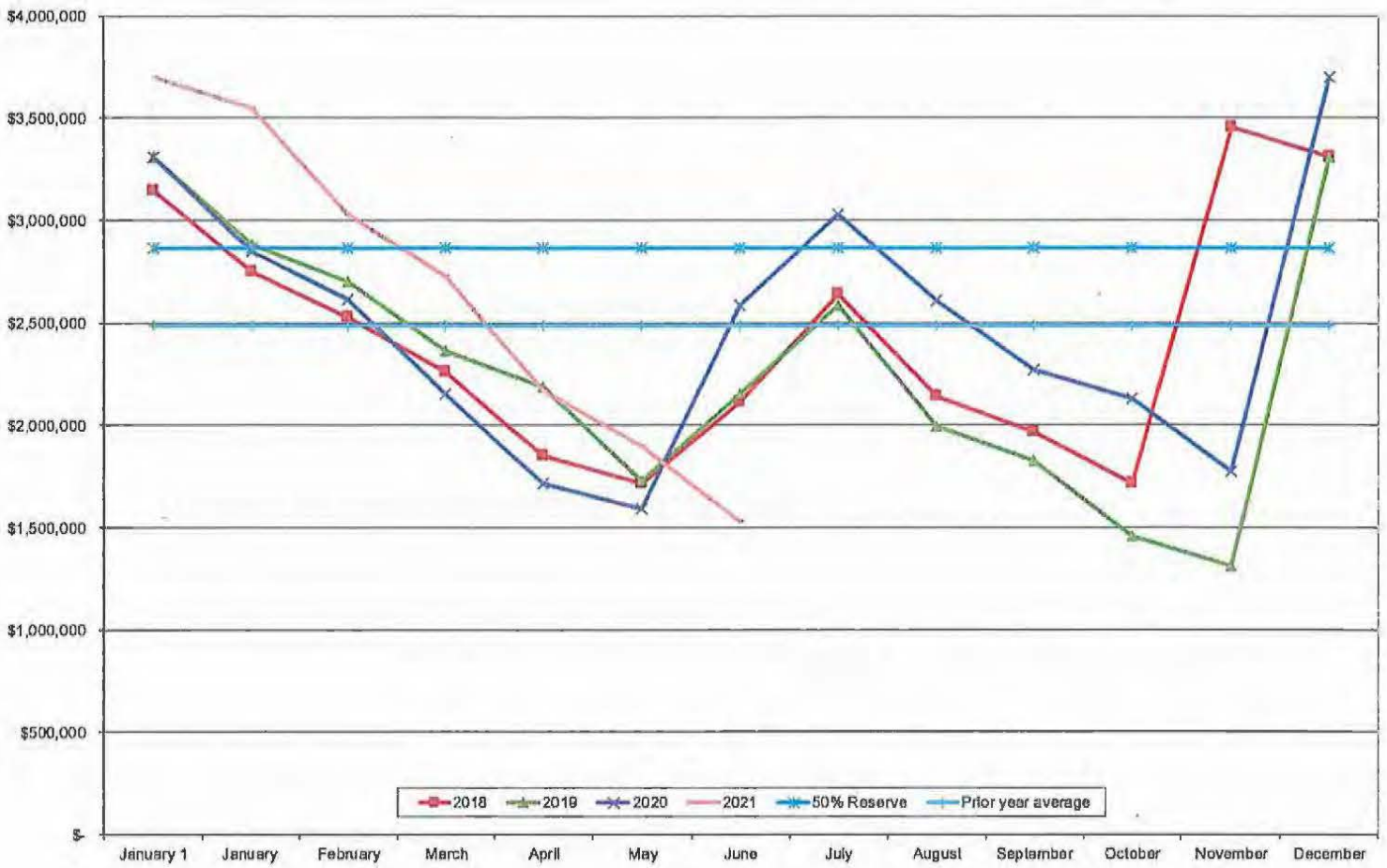
**Cash Balance by Fund Compared to Prior Year (unaudited)**



Fund	Key
General	Balance decreased by more than 10% over prior year
Park and Beach Land	Balance within 10% of prior year
Equipment and Building	Balance increased by more than 10% over prior year
Revolving Street	Balance decreased by more than 10% over prior year
Special Revenue Funds	Balance within 10% of prior year
Other Governmental Funds	Balance within 10% of prior year

# General Fund Budget Cash Summary (unaudited)

General Fund Cash Balances 2017 -2021



	YTD Budget	YTD Actual	Percent of YTD Budget		YTD Budget	YTD Actual	Percent of YTD Budget
<b>Receipts</b>				<b>Disbursements</b>			
Taxes	\$ 2,518,036	\$ -	- %	Council	\$ 42,976	\$ 41,925	97.6 %
Special Assessments	-	-	-	Administration/Clerk	140,359	117,820	83.9
Licenses and permits	224,125	284,980	127.1	Finance	184,258	188,766	102.7
Intergovernmental	75,500	8,916	11.8	Planning & Zoning	45,648	38,516	84.4
Charges for services	63,147	88,557	140.2	General Government	64,927	56,283	86.7
Fines and forfeitures	15,000	12,023	80.2	Information Technology	21,829	20,998	97.1
Interest on investments	5,000	(3,380)	(87.2)	Public Safety	924,959	892,022	96.4
Miscellaneous	13,103	5,893	45.0	Building Department	151,322	148,437	98.1
Transfers In	600	-	-	Public Works	508,172	532,871	105.3
	<u>\$ 2,914,510</u>	<u>\$ 308,910</u>	<u>13.0 %</u>	Parks and recreation	145,591	103,932	71.4
				Senior Center	6,770	5,511	81.4
				Transfers Out	650,500	650,500	100.0 %
					<u>\$ 2,085,110</u>	<u>\$ 2,777,580</u>	<u>98.9</u>

**Key**

- Varies more than 10% than budget positively
- Varies more than 10% than budget negatively
- Within 10% of budget

**General Fund Budget Summary**  
**As of 3/31/2021 (unaudited)**

	Annual Budget	Budget Thru 6/30/2021 50%	Actual Thru 6/30/2021	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 6/30/2021
<b>Revenues</b>					
Taxes	\$ 5,036,071	\$ 2,518,036	\$ -	\$ (2,518,036) (1)	0.00 %
Special Assessments	-	-	-	-	N/A
Licenses and permits	448,250	224,125	284,880	60,755 (2)	127.11
Intergovernmental	151,000	75,500	8,916	(66,584) (3)	11.81
Charges for services	126,293	63,147	88,557	25,411 (4)	140.24
Fines and forfeitures	30,000	15,000	12,023	(2,977)	80.15
Interest on investments	10,000	5,000	(3,360)	(8,360)	(67.19)
Miscellaneous	26,205	13,103	5,893	(7,209)	44.98
<b>Total Revenues</b>	<b>5,827,819</b>	<b>2,913,910</b>	<b>396,910</b>	<b>(2,517,000)</b>	
<b>Expenditures</b>					
Council	\$ 85,952	\$ 42,976	\$ 41,925	\$ 1,051	97.56 %
Administration/Clerk	280,718	140,359	117,820	22,538 (5)	83.94
Finance	328,516	164,258	168,766	(4,508)	102.74
Planning & Zoning	91,292	45,646	38,516	7,130	84.38
General Government	129,855	64,927	56,283	8,645	86.69
Information Technology	43,258	21,629	20,998	631	97.08
Public Safety	1,849,918	924,959	892,022	32,937	96.44
Building Department	302,645	151,322	148,437	2,886	98.09
Public Works	1,012,344	506,172	532,871	(26,699)	105.27
Parks and recreation	291,182	145,591	103,932	41,659 (6)	71.39
Senior Center	13,540	6,770	5,511	1,259	81
<b>Total Expenditures</b>	<b>4,429,220</b>	<b>2,214,610</b>	<b>2,127,080</b>	<b>87,531</b>	<b>96.05</b>
<b>Excess Revenues (Expenditures)</b>	<b>1,398,599</b>	<b>699,299</b>	<b>(1,730,170)</b>	<b>(2,429,469)</b>	
<b>Other Financing Sources (Uses)</b>					
Transfers in	1,200	600	-	-	-
Transfers out	(1,301,000)	(650,500)	(650,500)	0	100.00
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,299,800)</b>	<b>(649,900)</b>	<b>(650,500)</b>	<b>0</b>	
<b>Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses</b>	<b>\$ 98,799</b>	<b>\$ 49,399</b>	<b>\$ (2,380,670)</b>	<b>\$ (2,429,469)</b>	

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

- (1) Tax Settlements are received in June, December, and January
- (2) Building and other constuction permits have summer season activity and are coming in higher than anticipated.
- (3) MSA Funding comes in July and Fire Relief State as well as the Agricultrure Credit come in October.
- (4) Tower lease payments come in a month before they are due (\$21,900), more assessment searches due to busy housing market (\$2,000), and more park rentals than expected (\$1,400).
- (5) Budgeted for full benefits and a step increase that has not gone to effect yet.
- (6) Most expenditures are seasonal based.

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



Carson, Clelland  
& Schreder

ATTORNEYS AT LAW

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MEMORANDUM

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**TO:** MAYOR AND COUNCILMEMBERS  
**FROM:** JOSEPH MURPHY, CITY ATTORNEY  
**SUBJECT:** SIGN ORDINANCE AMENDMENTS  
**DATE:** JULY 19, 2021

**Discussion:**

After discussion at the June 7<sup>th</sup> City Council Meeting, the topic of amending the city's residential sign ordinance was referred back to the Code Review Committee. The committee discussed the topic and is now requesting the council review and discuss Article 11 of the city code to determine what types of signs may be maintained and displayed in residential areas.

Attached in the packet is memo from the League of Minnesota Cities outlining First Amendment constitutional concerns that cities must keep in mind when drafting or amending a sign ordinance. When balancing residential neighborhood aesthetics with any regulation of how residents express themselves through signs, flags, or speech, the city must be aware that courts are going to scrutinize any ordinance limiting expression very carefully to ensure that the ordinance is neutrally serving a public purpose. Any sign ordinance should be "content-neutral" and not favor any type of expression over any other type of expression. A city's regulation of signs should be focused on the time, place, and manner, not on the content of the message. If one type of sign is allowed, then other similar signs must be allowed, regardless of the message. As the League's memo points out, however, cities must balance these first amendment principles with other legitimate interests in protecting property values, preventing distractions for drivers, or avoiding clutter in residential areas.

Every two years, during the general election, State law pre-empts City Code and the city must allow political or election signs with fewer restrictions. During all other "normal" time periods, however, the City Code controls the size, location, etc. of signs, regardless of the political or other subject/content of the signs. Currently, the city code prohibits any "permanent" signs on residential lots, with a few limited exceptions. In my opinion, the current code already regulates yard signs, including flags, whether made of fabric, cardboard, plywood, etc. But for clarity, I would recommend updating the ordinance to clearly include all types of sign materials. It would lead to an absurd and unfair result if one resident was unable to put up a single cardboard yard sign, but his neighbor could put up 20 flags.



Another concern to discuss is making an ordinance that can and will be clear to enforce for city staff. Other communities across the state are currently addressing and discussing this same topic. For example, in the city of Buffalo, the city council recently held a hearing to uphold and enforce their ordinance and impose an administrative fine against a property owner whose signs and flags exceeded the restrictions in the city ordinance. Keep in mind that selective enforcement of the ordinance would be problematic, because if you allow one resident to violate the ordinance it may be very difficult to later enforce the ordinance against any other resident. Courts would likely view that as favoring one message over another message and find that the city is violating the property owner's first amendment rights.

I have drafted a proposed ordinance amendment that would allow up to two permanent, 6-square-foot signs per lot, with no restrictions on the content, subject matter, or appearance of those signs. This is just a suggestion for discussion purposes. Those numbers are subject to change and you should discuss what size and what number of signs you would want to allow in residential neighborhoods to balance the numerous competing interests involved. Without any "time, place, and manner" restrictions or regulations, it could turn into a free-for-all with the city having no authority to address legitimate concerns and disputes between residential neighbors.

**ORDINANCE NO. 21-XX**

**An Ordinance Amending and ARTICLE 11, GENERAL ACTIVITY REGULATIONS, to clarify definition of signage and to allow signage under 6 square feet in size for residential lots with a home occupation permit and to eliminate the requirement that such lots have no outward indication of the use.**

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

**ARTICLE 11, GENERAL ACTIVITY REGULATIONS of the Ham Lake City Code is hereby amended as indicated in the following sections:**

**11-300 GENERAL PROVISIONS TO ALL SIGNS AND DEFINITION**

A "sign" shall mean any device designed to attract attention to a particular object, message, or activity, regardless of the material.

**11-340 Standards in Specific Residential Districts**

No signs shall be permitted in any area zoned R-1, R-M, R-AH, PUD, RS-1 or RS-2 except for a) temporary signs that are no greater than six square feet in size, used for no more than thirty (30) consecutive days, and on no more than three (3) occasions per year, b) up to two (2) permanent signs no greater than six square feet in size may be kept on each lot, ~~on lots with a Home Occupation Permit under Article 9-350,~~ and c) Neighborhood Monument Signs as defined in Article 11-350.4 of this code may be up to 40 square feet in size, as measured on the perimeter of the border of the message displayed (excluding structural components of the sign).

...

**Presented to the Ham Lake City Council on \_\_\_\_\_, 2021 and adopted by a \_\_\_\_\_ vote this \_\_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_  
**Michael G. Van Kirk, Mayor**

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

## CURRENT ORDINANCE FOR HAM LAKE

### **11-300 GENERAL PROVISIONS APPLICABLE TO ALL SIGNS AND DEFINITION** A

“sign” shall mean any device designed to attract attention to a particular object or activity.

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

### **11-310 Regulations Common to all Signs**

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

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

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

### **11-320 Standards in Commercially Zoned Districts**

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

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

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

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

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

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

**11-320.6 Maximum Size**

**a)** No sign shall be permitted which contains more than one Hundred (100) square feet, or 200 square feet if two-sided. Where more than one sign or element of signage is proposed for a given real estate parcel of record, the aggregate square footage of all signage on the parcel shall not exceed three hundred (300) square feet. The area of a sign shall be computed using the outside perimeter which reasonably borders or encompasses the sign content, including all lettering or imagery.

**b)** If a building contains multiple tenants, each tenant may be allotted a pro-rata share of the permitted square footage allowed on that parcel for a freestanding sign or signs, as determined by the sign owner. In addition to signage on a freestanding sign, individual tenants of a multi-tenant building may have signage affixed to the front of their occupied space building that is of a size of up to 10% of the square footage of the front of the occupied space, but not to exceed 100 square feet. The front of the occupied space shall be considered to be the area on the side of the building containing the main entrance to the tenant space that is obtained by multiplying the building height times the width of the actual space occupied by the tenant.

**c)** Notwithstanding the foregoing, if a commercial building has a corner consisting as two wall surfaces each facing a separate public road, then in addition to the wall signage allowed on the main entrance side, a total of 100 square feet

of wall signage may be permitted on the side that does not contain the main entrance, to be allocated by the landlord among the tenants. The "main entrance side" shall be the wall surface that contains the greater number of tenant entrances.

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

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

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

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

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

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

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

**11-330 Standards in R-A Zoning Districts**

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

**11-340 Standards in Specific Residential Districts**

No signs shall be permitted in any area zoned R-1, R-M, R-AH, PUD, RS-1 or RS-2 except for a) temporary signs that are no greater than six square feet in size, b) permanent signs no greater than six square feet in size on lots with a Home Occupation Permit under Article 9-350, and c) Neighborhood Monument Signs as defined in Article 11-350.4 of this code may be up to 40 square feet in size, as measured on the perimeter of the border of the message displayed (excluding structural components of the sign). Only one sign may be placed on a residential lot, except that if it is a corner lot with two road frontages, one sign may be permitted facing each road. Such signs may be in place for no more time than is necessary to accomplish the intended purpose of the sign. A single "monument" or other sign erected by a neighborhood association or land developer may be placed on private property at any road entrance to the neighborhood, provided that the sign is maintained by the property owner on whose parcel the sign is placed.

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

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

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

- a) Signs or lettering affixed to the inside of a window, comprising not more than 30% of the window area;
- b) On-premise signs affixed to a building and comprising less than four (4) square feet;
- c) Signs located entirely within the interior of a building;
- d) Signs erected by or at the direction of any governmental authority, or which are required by law to exist, such as warning beacons or devices.
- e) Signs for which regulation has been preempted by State Law, such as Minnesota Statutes Chapter 211B.045 (election year signage).

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

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

### **11-360 Administration and Miscellaneous Provisions**

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

#### **11-360.2 Permit Procedures**

##### **a) Permit Application**

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

- i) The names, addresses, and telephone numbers of the applicant, the owner of the parcel on which the sign is to be erected or affixed, the owner of the sign, and the person to be erecting or affixing the sign.
- ii) Type of sign.
- iii) Type of construction materials to be used.
- iv) Location of building, structure or parcel to which, or upon which, the sign is to be attached or erected.
- v) Position of the sign or other advertising structures in relation to the nearest buildings, structures, public streets, right-of-ways and property lines, along with location and square footage areas for all existing signs on the same premises. The drawing showing such position shall be prepared "to scale";
- vi) If illuminated, method of illumination shall be outlined in accordance with illumination standards.
- vii) Blueprint or ink drawing of the plans and specifications, and method of construction or attachment to the building or in the ground, including all dimensions, footings, locating all light sources, wattage, type and color of lights and details of any light shields or shades.

- viii) Copy of stress sheets and calculations, showing the structure is designated for dead load and wind velocity in the amount required by this and all other ordinances of the City.
- ix) Site plan and landscaping plan.

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

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





## INFORMATION MEMO

# Sign Ordinances and the First Amendment

*Learn how to design a sign ordinance for your city that meets the requirements of the First Amendment for protecting various forms of speech.*

### RELEVANT LINKS:

*Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015).

## I. First Amendment principles

The First Amendment protects signs as speech, and, as a result, courts closely review attempts to regulate signs. In 2015, the U.S. Supreme Court decided a seminal case (*Reed v. Town of Gilbert*) that changed how courts review the validity of sign ordinances. Prior to this decision, courts generally presumed sign ordinances were valid and, in their review, would look to the intent behind the adoption of the ordinance, striking down only those ordinances where the court found evidence that the city “adopted (the sign regulation) to suppress speech with which the government disagreed” (commonly known as content-based).

Since *Reed*, courts now presume that sign ordinances that restrict speech (either expressly or implicitly) are unconstitutional. As a result, courts look first to the effect of the sign ordinance—whether the ordinance regulates signs differently based on the content or message of the sign—before conducting its analysis of the constitutionality of the ordinance. Based upon the court’s determination, the court will apply one of two standards of review to the challenged ordinance. If the ordinance draws distinctions based on the message communicated by the sign, the court reviews these ordinances more harshly than if the ordinance regulates signs and their placement without regard to content.

### A. Content-based

As referenced above, the *Reed* decision created a two-step analysis to determine if the ordinance restricts speech, commonly referred to as “content-based”:

- Does the ordinance’s actual language refer to the content or the message of the sign?
- If not, then does evidence exist that shows the city adopted the regulation specifically because of disagreement (or agreement) with the message expressed by the sign?

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

**RELEVANT LINKS:**

In *Reed*, the Town of Gilbert’s sign code required permitting for signs, but then listed out categories or types of signs exempt from permitting, including “political signs,” “ideological signs,” and “temporary directional signs.” The ordinance in *Reed* also placed different physical restrictions on the separate types of signs. The Supreme Court found this ordinance content-based because the regulation “on its face” looked to the message on the proposed sign to determine how the city would regulate it.

As mentioned above, if a court finds the city expressly regulated or intended to regulate a message or content, then the court applies a more rigorous level of review to those ordinances. This heightened level of review is called “strict scrutiny,” and the court will only uphold the ordinance if it furthers a compelling government interest and is narrowly tailored. Courts have found few governmental interests represent justifiable “compelling interests.” As a result, in practice, few, if any, regulations survive strict scrutiny.

In the alternative, for sign ordinances that do not regulate the message or content of signs (commonly called “content-neutral”), courts apply a lower standard of review to the reasonableness of regulations and generally uphold regulations that further a significant government interest, as long as reasonable alternative channels for communication exist. As a result, courts uphold ordinances considered content-neutral more often than not.

## **B. Content-neutral**

As stated above, when a local government’s ordinance is content-neutral, courts review it with a much more relaxed standard, upholding regulations that meet the criteria below (often referred to as reasonable time, place, and manner restrictions). These ordinances:

- Do not reference the content of the sign.
- Are narrowly tailored to serve a significant governmental interest (rather than compelling interest).
- Leave open ample alternative channels for communication of the information.

To help avoid challenges when adopting sign ordinances, cities should:

- Not regulate based on content.
- Not favor commercial speech over noncommercial speech.
- Further substantial government interests, such as traffic safety or aesthetics, without regulating more than necessary to accomplish their objectives.
- Leave ample alternative channels for communication, such as limiting the size of signs but still allowing signs.

*Advantage Media, LLC v. City of Eden Prairie*, 456 F.3d 793 (8th Cir. 2006).

*Hensel v. City of Little Falls*, 992 F. Supp.2d 916 (D. Minn. 2014).

## RELEVANT LINKS:

*Central Hudson Gas & Elec.  
v. Public Serv. Comm'n*, 447  
U.S. 557 (1980).

*Sign Ordinance*, City of  
Hopkins sample.

### **C. Commercial speech v. noncommercial speech**

Courts treat commercial speech differently than noncommercial speech and do not afford it the same level of protection. Courts have defined commercial speech as speech that proposes a commercial transaction. Commercial speech enjoys some First Amendment protection but not as much protection as noncommercial speech.

Understanding commercial speech versus noncommercial speech can get confusing. Commercial speech is initiated by a person or company who engages in commerce, or is selling something; targets commercial audiences or audiences that are actual or potential consumers; and communicates a message commercial in nature, such as advertisements. Noncommercial speech, on the other hand, includes messages that do not promote commercial products or services, such as a message that has ideological or political content.

## **II. Drafting a sign ordinance**

With the First Amendment concerns surrounding sign regulation, the below guidelines will help cities in drafting ordinances. Keep in mind that signs can pose distinct problems subject to a city's police power, such as taking up space, obstructing views, distracting motorists, and displacing alternative uses for land, so cities can regulate signs, they just must do so cautiously.

### **A. Provisions to include**

#### **1. Statement of purpose**

This section of an ordinance explains the public purpose reason for the sign ordinance and how the city intends to apply the ordinance. The statement of purpose should state clearly that it does not intend to have content-based restrictions or content-based enforcement. Cities find it a best practice for the statement of purpose to delineate the governmental interests spurring the regulations.

#### **2. Substitution clause**

Adding a message substitution clause may avoid claims that an ordinance favors commercial signs over noncommercial messages. A substitution clause provides that for every commercial sign allowed, any noncommercial message could be legally substituted. Substitution clauses help protect against allegations of discrimination (based on content) because they always allow a noncommercial message on any sign. Many ordinances inadvertently define signs in terms of advertising and, as a result, may be interpreted as allowing only commercial messages.

## RELEVANT LINKS:

Minn. Stat. § 211B.045.

*Brayton v. City of New Brighton*, 519 N.W.2d 243 (Minn. App. 1994), cert. denied, 514 U.S. 1036, (1995).

*City of Ladue v. Gilleo*, 512 U.S. 43 (1994). *Brayton v. City of New Brighton*, 519 N.W.2d 243 (Minn. App. 1994).

A substitution clause may correct these mistakes by providing a catch-all allowance of noncommercial messages notwithstanding other provisions. A sample substitution clause reads as follows:

“Signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to such signs.”

### 3. Severability clause

A severability clause provides that if a court finds any provision of the ordinance invalid, the remainder of the ordinance stands on its own. This clause may prevent a flaw in one part of the ordinance from invalidating the entire ordinance.

A sample severability clause reads as follows:

“If any section, subsection, sentence, clause, or phrase of this Sign Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Sign Ordinance. The City Council hereby declares that it would have adopted the Sign Ordinance in each section, subsection, sentence, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.”

### 4. Election season pre-emption

A city’s sign ordinance should contain acknowledgement of the election season pre-emption required by state law. Under this law, municipalities must allow noncommercial signs of any size or number during election season, which runs from 46 days before the state general primary until 10 days after the state general election. The statute does not define noncommercial sign. One Minnesota case does, however, and states that a “noncommercial opinion sign” is one which “does not advertise products, goods, businesses, or services and which expresses an opinion or other point of view.” Courts consider campaign signs a subset of noncommercial opinion speech. Outside of “election season,” including during non-general election years, a city’s local sign ordinance governs. However, as stated before, even if not election season, local sign ordinances should not have the effect of prohibiting opinion speech.

### 5. Time, place, and manner regulations

Best practices suggest cities should:

- Adopt sign ordinance regulations based on time, place, and manner concerns, not on content.
- Refrain from favoring commercial speech over noncommercial speech.

## RELEVANT LINKS:

*Hensel v. City of Little Falls*,  
992 F. Supp.2d 916 (D.  
Minn. 2014).

*Reed v. Town of Gilbert*, 135  
S. Ct. 2218 (2015).

*Advantage Media v. City of  
Hopkins*, 379 F.Supp.2d 1030  
(D.Minn. 2005).

Examples of content-neutral restrictions include regulations based on size, brightness, zoning district, spacing, and movement.

## B. Provisions to avoid

### 1. Unfettered discretion

Cities should avoid drafting ordinances that provide discretionary approval by the city staff. Ordinances that give staff discretion to grant or deny have the potential to favor some messages or messengers over others, regardless of whether an abuse of that discretion occurred. Sign ordinances should have transparent and objective permit requirements, making the decision to grant or deny ministerial, as opposed to subjective, in nature. So, for example, cities should avoid provisions allowing staff discretion to deny permits, even if the application satisfies all specific ordinance requirements, or provisions that treat signs as conditional or special uses.

### 2. Exemptions or favoritism

Cities should avoid exempting certain groups or messages, such as church signs or official flags, from permit requirements in the ordinance. Courts construe these types of exemptions as content-based discrimination because a decision is made based on the text, or content, of the sign.

Also, municipalities may want to keep in mind that including specific exemptions in sign ordinances often has the effect of “watering down” the proof that the regulation furthers a substantial government interest. For example, if an ordinance includes a prohibition on temporary signs but allows a long list of exemptions, it suggests the city is not really concerned about temporary signs.

### 3. Over-defining signs

Cities should avoid drafting ordinances in ways in which noncommercial speech inadvertently gets treated less favorably than commercial speech. For example, some cities have run into trouble by defining a “sign” as “advertising.” A court’s analysis would be as follows:

- The city ordinance defines signs as advertising devices.
- The ordinance allows signs as defined.
- The ordinance, by its definition of signs as advertising, prohibits all other types of signs.

This arguably prohibits noncommercial speech, violating the First Amendment.

## RELEVANT LINKS:

*FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990).

*Metromedia Inc. v. City of San Diego*, 453 U.S. 490 (1981).

*Advantage Media, LLC v. City of Eden Prairie*, 456 F.3d 793 (8th Cir. 2006).

*City of Cottage Grove v. Ott*, 395 N.W.2d 111 (Minn. App. 1986).

*Texas v. Johnson*, 491 U.S. 397 (1989). *Young v. City of Roseville*, 78 F.Supp.2d 970 (D. Minn. 1999).

*City of Ladue v. Gilleo*, 512 U.S. 43 (1994).

*Goward v. City of Minneapolis*, 456 N.W.2d 460 (Minn. App. 2990).

## C. Include procedural protections

Cities that require permitting should include certain procedural safeguards in their ordinance, such as a:

- Specification of the time within which the city will grant or deny a permit, keeping in mind judicial preference for brevity in the response time.
- Requirement that, if the city denies the permit, the applicant has access to prompt judicial review.

## III. Common sign ordinance issues

### A. Off-premise advertising (billboards)

Off-premise advertising consists of commercial signs that advertise for a business located somewhere else than at the location where the sign is placed. Large, freestanding billboards create unique problems for land use planning and development precisely because their design intends for them to stand out from their surroundings. Courts have found a legitimate local governmental interest in controlling the size and location of billboards, but not in controlling the sign's communicative aspects. Indeed, billboards can distract drivers, posing real danger to both motorists and nearby pedestrians and justifying regulation.

In Minnesota, the court has upheld a sign ordinance that completely prohibited off-premise commercial advertising, but, did so cautiously and only because the ordinance did not regulate noncommercial signs. Because of the scrutiny applied in regulating speech, cities should use caution in adopting complete billboard prohibitions and work with their city attorneys.

### B. Flags

Courts have recognized that the display of flags can constitute expressive conduct protected under the First Amendment as well. Cities should use caution if regulating flags to avoid favoring some types of flags (particularly the United States flag) over other flags. Use of a substitution clause helps in these instances: if one type of noncommercial flag would be acceptable, any noncommercial flag should be allowed.

### C. Yard signs, including political signs

Courts have deemed yard signs constitutionally protected. Best practice suggests avoiding total bans on noncommercial lawn signs in residential areas, and using caution in adopting provisions that may favor some messages over others.

## RELEVANT LINKS:

*La Tour v. City of Fayetteville, Ark.*, 442 F.3d 1094 (8th Cir. 2006). *State v. Dahl*, 676 N.W.2d 305 (Minn. App. 2004).

Minn. Stat. Ch. 173. Minn. Stat. 160.2715. Minn. DOT Billboard Permits and Guidance. Minn. DOT Community and Guide Signage.

LMC Research Department,  
651-281-1200

For example, exemptions from sign regulations for real estate signs or construction project signs favor commercial speech over noncommercial speech. However, general limitations on the number and size of signs have withstood constitutional challenges since such limitations have nothing to do with a sign's message, and they further governmental interests in protecting property values, preventing distractions for drivers, or avoiding clutter.

Again, as stated before, a city's sign ordinance should contain acknowledgement of the election season pre-emption required by state law. Under this law, municipalities must allow noncommercial signs of any size or number during election season, from 46 days before the state general primary until 10 days after the state general election.

### D. Electronic signs

Electronic signs present new challenges, especially with ever-changing technology capable of new levels of brightness, movement, flashing, and potential distraction. Most sign ordinances do not adequately address these issues and how they may impact traffic safety or aesthetics. Courts have upheld regulations on electronic or flashing signs, so long as the regulations are not tied to the content of the signs, serve a substantial governmental interest, and leave open ample alternative channels for communication. For example, courts have found that allowing non-electronic signs, or even operating the electronic sign in a non-flashing mode, represents ample alternatives.

### E. Signs adjacent to highways

Minnesota statutes specifically regulate signs adjacent to highways. Minnesota law states, in part, that it is unlawful to paint, print, place, or affix any object within the limits of any state highway; but provides for some specific signage that meets certain Department of Transportation criteria. Furthermore, Minnesota's Outdoor Advertising Control Act prohibits advertising devices on private land without the consent of the owner or occupant; on public utility poles; on trees or shrubs; and by painting or drawing on rocks or natural features.

## IV. Further assistance

Due to the complexity of regulating signs, cities should work with their city attorneys to draft and review such ordinances. City attorneys also can examine the law for possible exceptions to these general rules about sign ordinances and the First Amendment. The League of Minnesota Cities' Research Department can provide assistance and sample ordinances.

# City of Blaine

## 34.06 - Permitted signs—no permit required.

- (a) Identification signs for one- and two-family dwellings, provided that such signs are less than two (2) square feet in area, address numbers exempted. (Ord. No. 86-934, amended 6-5-1986)
- (b) Pedestrian, vehicular-traffic, and parking directional signs in parking lots, provided such signs are less than eight (8) square feet in area and less than five (5) feet in height, unless located on the building, provided such sign does not constitute traffic hazard. (Ord. No. 86-934, amended 6-5-1986)
- (c) Traffic control signs, non-commercial governmental signs, local notices, railroad crossing signs, and temporary non-advertising safety or emergency signs.
- (d) Signs denoting the architect, engineer, contractor, or owner when placed upon a work site, which do not exceed an aggregate of thirty-two (32) square feet in area. Such signs must be removed ten (10) days after completion of construction. (Ord. No. 86-934, amended 6-5-1986)
- (e) Copy of message changing on permitted changeable copy signs including billboards. (Ord. No. 86-934, amended 6-5-1986)
- (f) Non-commercial signs of any size and number may be posted on private property with the permission of the property owner beginning 46 days before the state primary in a state general election year until 10 days following the state general election. (Ord. No. 97-1656, amended 5-1-1997)
- (g) Signs or posters painted on or attached to the inside of a display window occupying less than twenty-five (25%) of the display window area. This shall include illuminated signs, but not flashing signs. (Ord. No. 86-934, amended 6-5-1986)
- (h) (1) Non-commercial flags.
  - (2) Corporate flags or other commercial flags provided the flag meets the following criteria:
    - (aa) Flags must be mounted or flown from a ground or roof mounted pole and not affixed to the building wall surface.
    - (bb) Flagpoles must be located on the lot occupied by the business for which the flag identifies.
    - (cc) Flagpoles shall be placed with a minimum setback of fifteen (15) feet from any property line.
    - (dd) Flag heights shall not exceed forty (40) feet in height to the highest point of the flag.
    - (ee) Flags shall not exceed thirty-two (32) square feet in area.
    - (ff) Multiple flagpoles may be located on a lot with each pole supporting one (1) corporate flag. The number of flagpoles allowed on each site is based on front footage of the lot (address side) divided by fifty (50) feet. (Ord. No. 00-1884, added 12-21-2000)
- (i) Temporary displays which are erected to celebrate, commemorate or observe a civil or religious holiday, provided such displays are removed within thirty (30) days after the event or holiday. (Ord. No. 86-934, amended 6-5-1986)
- (j) Wall graphics are allowed provided they are not used for advertising and provided the approval of the Zoning Administrator has been granted. (Ord. No. 86-934, amended 6-5-1986)
- (k) Real estate signs as follows:
  - (1) Temporary signs for the purpose of selling or leasing individual lots or buildings provided that such signs are less than ten (10) square feet for



residential property and thirty-two (32) square feet for other property, have a maximum height of ten (10) feet, unless located on the building, and provided that only one (1) sign is permitted for each property. The signs must be removed within ten (10) days following the lease or sale. (Ord. No. 86-934, amended 6-5-1986)

(2) One (1) sign per building for the purpose of leasing dwelling units or office space in building containing two (2) or more units, provided such signs are limited to five (5) square feet in area. (Ord. No. 86-934, amended 6-5-1986)

(3) One (1) sign for the purpose of announcing or promoting a residential, commercial, or industrial development shall be allowed subject to the following conditions. Each residential project must contain at least six (6) dwellings or lots. The sign must be located at least one hundred thirty (130) feet from any pre-existing home. The sign must be removed within two (2) years of issuance of a first building permit in the development or when the particular development is ninety percent (90%) sold or rented, whichever is sooner. Each sign shall not exceed the following size limitations; project area under ten (10) acres - thirty-two (32) square feet; project area over ten (10) acres - one hundred forty (140) square feet. (Ord. No. 86-934, amended 6-5-1986)

(l) One (1) feather sign with a maximum width of 3.5 feet and a maximum height of 18 feet or a banner with a maximum area of thirty two (32) square feet is permitted without an administrative permit.

(m) Interim banner signs for new establishments installed in the location of lawfully existing freestanding or wall signs not to exceed the size of the existing signs. Interim banner signs permitted for new establishments until permanent signs are installed or 60 days, whichever is less.

(Ord. No. 20-2447, 7-20-2020)

#### 34.07 - Permitted signs—permit required.

(a) Commercial (B-2, B-3, B-4, PBD, PBD-A, DF with commercial land uses) and Industrial (I-1, I-1A, I-2, I-2A, DF with industrial land uses) Districts. (Ord. No. 94-1502, amended 2-17-1994)

(1) *Wall Signs—Commercial (B-2, B-3, B-4, PBD, PBD-A, DF with commercial land uses) and Industrial (I-1, I-1A, I-2, I-2A, DF with industrial land uses) Districts.*

(aa) Single tenant buildings. There shall not be more than one (1) wall sign for each principal building except that where the building abuts two (2) or more streets, one (1) oriented to each abutting street, shall be permitted, provided that the design of which is approved by the Zoning Administrator. The gross surface area of a wall sign shall not exceed ten percent (10%) of the area of the building wall, including doors and windows, to which the sign is to be affixed or two hundred (200) square feet, whichever is smaller.

(bb) Multi-tenant buildings shall have wall signs of similar design. Each tenant is allowed one (1) wall sign in accordance with 34.07(1)(aa), except that a tenant space which has its only entrance on a side of the building not abutting a public street shall be allowed one (1) sign meeting the size requirements of 34.07(1)(aa) and located on the same wall as the tenant's only entrance. No signage is permitted for tenant entrances

immediately adjacent to residentially-zoned property. Future wall sign permits on multi-tenant buildings, including shopping centers, shall be issued only after the building owners have submitted a comprehensive sign plan approved by the Zoning Administrator. The Comprehensive Sign Plan shall include similar design standards involving sign material, color, style, spacing, and size. (Ord. No. 98-1747, amended 10-15-1998)

- (cc) For those buildings that are allowed multiple wall signs, the Zoning Administrator has the authority to allow individual wall signs that are larger than two hundred (200) square feet in exchange for reducing or removing other wall signage normally allowed by Subsection (aa) and (bb). In no case shall any individual wall sign occupy more than ten percent (10%) of that particular building wall area. (Ord. No. 90-1180, added 1-18-1990)
  - (dd) Wall signage elements that are proposed on building elevations that have been designed with significant and material architectural enhancements, above those typically required by the Zoning Ordinance as determined by the Zoning Administrator, can be measured as separate areas for calculating gross surface area of the sign. (Ord. No. 00-1870, added 9-21-2000)
- (2) *Freestanding signs—Commercial (B-2, B-3, B-4, PBD, PBD-A, and DF with commercial land use).* (Ord. No. 94-1502, amended 2-17-1994)
- (aa) Single tenant buildings and multi-tenant buildings may have one (1) monument sign up to a maximum of one hundred forty (140) square feet in surface area. Monument signs shall not exceed fourteen (14) feet in height.
  - (bb) In the event that a multi-tenant building is not a major shopping center/commercial complex but has a lineal frontage of at least four hundred (400) feet and abuts a street which is at least an arterial street, one (1) additional monument sign is allowed providing that the area of the additional sign does not exceed one hundred forty (140) square feet and the height does not exceed fourteen (14) feet. If the second sign is to be located on the same street frontage as the primary sign, the two (2) signs shall be placed no less than one hundred fifty (150) feet apart. (Ord. No. 13-2271, amended 08-15-2013)
  - (cc) Major shopping centers/commercial complex are allowed a monument sign up to a maximum of one hundred eighty (180) square feet in area and a maximum height of twenty-five (25) feet. Major shopping center complexes are allowed one (1) additional monument sign per arterial street upon which they front. The width of the base may be reduced to fifty percent (50%) of the width of the sign with the Zoning Administrator's approval.
  - (dd) Businesses on adjoining commercial lots may, subject to the approval of the Zoning Administrator, request one (1) freestanding sign with multiple business identification in exchange for eliminating or relinquishing the rights, by restrictive covenant, to have individual free-standing sign(s) on their own separate lot(s). Collaborative signage constructed under this Section shall be monument style, with a maximum area of one hundred eighty (180) square feet and a maximum height of eighteen (18) feet. (Ord. No. 96-1594, amended 4-18-1996)
  - (ee) Multiple buildings on one parcel that have been granted a Conditional Use Permit may be allowed one (1) monument sign for each building constructed on an area which, if platted, would meet all the lot requirements of the Zoning Ordinance. One monument sign is allowed up to a maximum of one-hundred forty (140) square feet. All signs thereafter are allowed up to a maximum of ninety (90) square feet. Monument signs shall not exceed fourteen (14) feet in height. (Ord. No. 00-1865, added 8-17-2000)
  - (ff) Permitted freestanding signs under previous Sections (aa-ee), and located within the Highway 65/Main Street Interchange District as defined

by this ordinance, shall be allowed to a height of not more than fifty (50) feet and an area of not greater than one-hundred eighty (180) square feet. Signs permitted under this section shall have a monument style base constructed of materials that are consistent with the principal building to a minimum height of six (6) feet. Monument base to be a minimum of 2/3 of the width of the sign. (Ord. No. 07-2119, added 5-17-2007)

(gg) Restaurants providing a drive through, take-out service may have additional drive-thru signs adjacent to the drive-thru lanes providing that the maximum height of the sign is ten (10) feet and the maximum area is fifty (50) square feet.

(hh) Readerboards.

(i) Signs included within this section must meet all the requirements of this ordinance.

(ii) A minimum display time of four (4) seconds for each message within the frame of the sign is required.

(iii) All displays must include and utilize an automatic dimming mechanism that allows the display to adjust brightness to accommodate a brighter light intensity during daylight and dimmer light intensity after dusk. (Ord. No. 06-2095, amended 5-04-2006)

(3) *Freestanding Signs—Industrial (I-1, I-1A, I-2, I-2A, DF with industrial land uses).*

(aa) Individual structures and multi-tenant buildings are limited to one (1) monument sign up to a maximum of eighty (80) square feet in surface area and have a maximum height of ten (10) feet.

(bb) Readerboards. (Ord. No. 06-2095, amended 5-4-2006)

(i) Signs included within this section must meet all the requirements of this ordinance.

(ii) A minimum display time of four (4) seconds for each message within the frame of the sign is required.

(iii) All displays must include and utilize an automatic dimming mechanism that allows the display to adjust the brightness to accommodate a brighter light intensity during daylight and dimmer light intensity after dusk.

(b) *Neighborhood Business District (B-1).* (Ord. No. 87-1045, amended 12-17-1987)

(1) *Wall signs.* There shall not be more than one (1) wall sign for each principal building except that where the building abuts two (2) or more streets, one (1) oriented to each abutting street, shall be permitted, provided that the design of which is approved by the Zoning Administrator. The gross surface area of a wall sign shall not exceed ten percent (10%) of the area of the building wall, including doors and windows, to which the sign is to be affixed or sixty-four (64) square feet, whichever is smaller. (Ord. No. 97-1637, amended 2-6-1997)

(2) *Freestanding signs.* Each establishment may have one (1) monument sign with a maximum area of one-hundred forty (140) square feet. These signs shall not extend more than fourteen (14) feet above ground level. (Ord. No. 97-1637, amended 2-6-1997)

\* (c) *Residential Districts—(R-1, R-1B, R-1A, R-1AA, R-2, R-3, R-4, RF, AG, FR, RE, and DF properties with residential land uses).* (Ord. No. 90-1212, amended 7-19-1990; Ord. No. 95-1574, amended 9-21-1995)

(1) The following zoning districts are allowed one (1) sign per household for a home occupation:

(aa) R-1, R-1A, R-1AA, R-1B, R-E, R-4, R-2, RF and DF properties with residential land uses—One (1) wall sign not to exceed 2.5 square feet.

(bb) FR, AG—One (1) wall sign not to exceed 2.5 square feet or one (1) freestanding sign not exceeding 2.5 square feet in area nor exceeding four (4) feet in height.

(2) Churches, synagogues, temples and other public places, and residential subdivisions or multi-family complexes may have one (1) non-illuminated monument sign with a maximum area of thirty-six (36) square feet. Such signs shall not be located more than ten (10) feet above ground level.

(3) Churches, schools and similar public facilities in residential zoning districts may have an electronic readerboard provided the requirements of [Section] 34.07(a) (2) have been met and a Conditional Use Permit has been obtained. Sign compatibility with the neighborhood will be required for approval of the Conditional Use Permit. (Ord. No. 91-1253, amended 6-20-1991)

(4) Churches, schools, fire stations, golf courses or other public buildings may have one (1) wall sign. Said sign shall consist of non-illuminated block letters with a maximum area of eighty (80) square feet. (Ord. No. 92-1281, amended 3-5-1992)

(5) Golf courses, golf driving ranges, commercial stables, nurseries, garden supply stores and general farming or garden operations in the FR (Farm Residential) zoning district may have one (1) monument style freestanding sign with a maximum area of thirty-six (36) square feet and a maximum height of ten (10) feet above ground level. (Ord. No. 95-1574, amended 9-21-1995; Ord. No. 98-1727, amended 6-25-1998)

(d) *Area Identification Signs.*

(1) Signs erected for the sole purpose of identifying the name of a recognized commercial or industrial area (not shopping center) shall be permitted in all commercial or industrial districts. Area identification signs are subject to the approval of the Zoning Administrator, provided that the monument sign does not exceed fifty (50) square feet in area and fourteen (14) feet in height. An accompanying landscape plan is required with this permit. A written statement must also be submitted indicating the party responsible for the maintenance of the sign.

(e) *Planned Office District (POD).* (Ord. No. 92-1282, amended 3-5-1992; Ord. No. 08-2168, amended 11-6-2008)

(1) *Monument Signs.* One (1) monument sign shall be permitted per lot.

(aa) Said sign shall be no greater than fifty (50) square feet in size and stand no higher than ten (10) feet nor longer than fourteen (14) feet.

(bb) Said sign shall be constructed of the same exterior material as the front of the building and be architecturally compatible with the building.

(cc) Said sign may be illuminated internally or by ground lighting only.

(dd) Lots occupied and having at least four hundred (400) feet frontage on a second public street may be allowed an additional freestanding monument sign along its second public street frontage.

(2) *Wall Signs.* One (1) wall sign shall be permitted per building.

(aa) Said signs shall not be greater than fifty (50) square feet in size.

(bb) Said signs may be illuminated, if illumination is achieved through shielded illumination, shielded silhouette lighting, or shielded spot lighting, but not any lighting where the light source is visible or exposed on the face or sides of the characters.

No other signs shall be permitted except building safety, address and traffic signs which must be approved by the City on the site plan.

(f) *Regional Recreation.* (Ord. No. 98-1755, amended 11-19-1998)

(1) *Wall signs.*

- (aa) There shall not be more than one (1) wall sign for each principal building except that where the building abuts two (2) or more streets, one (1) oriented to each abutting street, shall be permitted, provided that the design of which is approved by the Zoning Administrator. The gross surface area of a wall sign shall not exceed ten percent (10%) of the area of the building wall, including doors and window, to which the sign is to be affixed or two hundred (200) square feet, whichever is smaller.
- (bb) For those buildings that are allowed multiple wall signs, the Zoning Administrator has the authority to allow individual wall signs that are larger than two hundred (200) square feet in exchange for reducing or removing other wall signage normally allowed by Subsection (aa). In no case shall any individual wall sign occupy more than ten percent (10%) of that particular building wall area.
- (cc) Sponsor boards which advertise products or businesses not connected with the site or building on which they are located shall be permitted on Regional Recreation (RR) zoned property. This signage shall meet the requirements of subsections (aa) and (bb).

(2) *Freestanding Signs.*

- (aa) Each outdoor athletic field and each parking lot is allowed one freestanding sign with a maximum height of eight (8) feet and a maximum area of thirty-two (32) square feet.
- (bb) Each entrance to a regional recreation complex from a public road is permitted one freestanding sign with a maximum height of eight (8) feet and a maximum area of eight (8) square feet.
- (cc) Each intersection of two public roads is permitted one freestanding sign with a maximum height of eight (8) feet and a maximum area of forty (40) square feet.
- (dd) Regional Recreation Complexes are allowed a monument sign up to a maximum of one hundred eighty (180) square feet in area and a maximum height of twenty-five (25) feet. Regional Recreational Facilities area allowed one (1) additional monument sign per arterial street upon which they front. The width of the base may be reduced to fifty (50) percent of the width of the sign with the Zoning Administrators approval.

(Ord. No. 86-934, amended 6-5-1986; Ord. No. 20-2447, 7-20-2020)

Sec. 54-4. - Signs in rural residential (RR), single-family residential (R-1), and single-family and townhome (R-2) residential districts.

Within the residential districts, the following signs are permitted:

- (1) *Single-family residential use.* For single-family residential use, one address/nameplate sign for each dwelling that shall not exceed three square feet in area per surface, and no sign shall be so constructed as to have more than two surfaces.
- (2) *Residential developments.* For residential developments, one nameplate sign and one monument identification sign per roadway access point to a residential development, unless approved as part of a PUD, with the following regulations:
  - a. The area identification sign shall not exceed 32 square feet in area per surface, and no sign may be constructed as to have more than two surfaces.
  - b. The maximum height shall be six feet.
  - c. The sign must be located at least 20 feet from the public right-of-way.
- (3) *Home occupations.* For home occupations, one identification sign is permitted, and the sign shall not exceed two square feet.

(Ord. No. 41B, subd. 4, 9-5-2007)

City of East Bethel

CHAPTER 15

**SIGNS**

SECTIONS:

- 12-15-1: Purpose
- 12-15-2: Scope
- 12-15-3: Permit Required
- 12-15-4: Exemptions
- 12-15-5: Signs Prohibited in All Districts
- 12-15-6: Real Estate Signs
- 12-15-7: Performance Standards
- 12-15-8: Permitted Signs and Standards by Zoning District
- 12-15-9: Signs Allowed by Conditional Use Permit
- 12-15-10: Temporary and Promotional Signs
- 12-15-11: Inspections

12-15-1: **Purpose:** The purpose of this section is to allow effective signage appropriate to the planned character of each zoning district and to provide minimum standards for the safeguard of life, health, safety, property and public welfare by regulating and controlling the design, quality of materials, construction, type, size, location, and maintenance of all signs and sign structures not located within a building.

12-15-2: **Scope:** The sign regulations set forth in this chapter shall apply to all structures and all land uses, except as otherwise provided in this chapter. All signs allowed by this chapter shall be limited to on-premise signs, except where otherwise specifically noted.

12-15-3: **Permit Required:** A permit is required for the installation of any sign in the City except for those exempted in section 12-15-4. A permit application shall be submitted and a fee established by the City Council shall be paid before a permit is issued. There shall be no fee for governmental units or nonprofit organizations.

12-15-4: **Exemptions:** The following signs shall be allowed without a sign permit, provided the sign conforms to City Code 12-15-5 and the requirements for each type of sign shown below (Amended 4/19/11, Ord. 406):

- A. Election Signs: Election signs are permitted on any private property. Such signs may be displayed from 90 days prior until ten (10) days after any election. (Amended 4/19/11, Ord. 406)

B. Governmental Signs: Any sign that is erected by a governmental unit or public utility for the purpose of public information, warning or directing traffic. (Amended 4/19/11, Ord. 406)

C. Private Traffic Circulation Signs: Private traffic circulation signs in parking lots, and pedestrian circulation signs, and traffic warning signs in alleys or other hazardous situations are permitted, provided the sign conforms to the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD), as amended. (Amended 4/19/11, Ord. 406)

D. Normal sign alteration and maintenance shall not require a sign permit, including:

1. The changing of the copy or message on a reader board sign, or changing a message on theater marquees.
2. Maintenance, painting, repainting or cleaning of a sign unless a structural change is made.

12-15-5: **Signs Prohibited in All Districts:** The following signs shall not be erected within the city:

- A. Any sign that, by reason of position, shape, movement or color, interferes with the proper functioning of a traffic sign or signal or which constitutes a traffic hazard.
- B. There shall be no flashing or revolving sign in the front setback area within one hundred twenty five feet (125') of a street intersection (as measured from intersecting right of way lines) or within one hundred twenty five feet (125') of a residential district, except where such sign in no way constitutes a traffic hazard.
- C. Signs painted directly on a stone, the outside wall of a building or fence and any sign affixed to a tree, or utility pole. (Amended 4/19/11, Ord. 406)
- D. Roof signs, roof advertising symbols, roof logos, roof statues, or roof sculptures. No sign shall extend above the roofline.
- E. Signs within the public right of way or easements, except as authorized by the governing body.
- F. Audible signs.
- G. Billboard signs.



H. Signs displayed on parked semi-trailers used primarily for advertising purposes.

I. Any sign which contains information, whether written or graphic, that is obscene in nature.

J. All signs not expressly permitted or exempted under this chapter.

12-15-6: **Real Estate Signs:** Signs advertising the availability of property for sale, lease, or rent shall be allowed in all districts, subject to the following provisions:

A. All real estate signs shall be subject to the provisions of this chapter, except herein provided.

B. All signs shall be removed within seven (7) days after the completion of the advertised sale or lease.

C. Signs advertising new residential or commercial developments are permitted, provided that:

1. Such signs do not exceed thirty-two (32) square feet in size.
2. There shall be no more than one such sign per street frontage of the development.

D. Signs offering individual properties, either land and/or buildings, for sale, lease or rent shall be limited to six square feet in size. One such sign shall be permitted per lot. A sign permit is not required for the placement of these signs.

12-15-7: **Performance Standards:**

A. **Construction Requirements:** All signs shall be in compliance with applicable provisions of the Andover Building Code. Every person engaged in the business of erecting signs in the city is required to have a valid contractors license issued by the Building Department.

B. **Maintenance And Repair:** All signs shall be maintained so as not to be unsightly or create hazards to the public health, safety, or general welfare. All signs, together with their supports, braces, guys and anchors, shall be kept in good repair and in a proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times. The City may order the removal of any sign that is not properly maintained.

C. **Obsolete Signs:** Any sign that no longer advertises or identifies a bona fide business conducted or product sold on the premises shall be removed by the property owner within thirty (30) days after written notification from the Zoning Administrator. Support posts and frames that no longer contain signage must be removed by the property owner within six (6) months after written notification from the Zoning Administrator.

D. **Size and Placement Standards:**

1. Illuminated signs located within fifty feet (50') of a residential district lot line shall be diffused or indirect so as not to reflect direct light into adjacent residences.
2. In all districts, any portion of any sign exceeding four (4) square feet shall be set back a minimum of ten feet (10') from any street right of way line and five feet (5') from any residentially zoned property line.
3. **Projection:** Signs may project a maximum 2 feet into a required building setback area.
4. Automobile service stations may erect one pylon or pedestal sign not to exceed twenty five feet (25') in height in a setback area, provided no part of any such sign shall be closer to the side lot lines than the required side yard setback, nor within five feet (5') of the rear lot line or any street right of way.
5. Multi-faced signs shall be permitted, with the maximum square footage on each side. Multi-faced signs shall not exceed two (2) times the area of single faced signs.
6. All corner and double frontage lots shall be considered as having two (2) front lot lines for application of regulations pertaining to signs.

E. **Area Identification Signs:** Area identification signs, including off site signs, shall be permitted in all districts subject to the provisions of this chapter and with the following conditions:

1. The sign shall not be separated from the area or project it identifies by an arterial roadway.
2. The sign shall be within 500 feet of the project it is identifying.
3. The sign shall not be included in the total signage permitted for the property on which it is located.

4. The owner of the property where the sign is to be placed shall give written permission for the sign to be placed on their property.
  5. All area identification signs shall be identified on the plat or commercial site plan.
- F. Ball Field and Scoreboard Advertising Signs: Ball field advertising and scoreboard advertising signs shall be permitted in all districts subject to the provisions of this chapter and with the following conditions:
1. Ball field advertising signs shall not be visible from adjacent residential properties when viewed at ground level.
  2. Ball field advertising signs in City parks shall be subject to the City of Andover Park Advertising Policy.
  3. Scoreboard advertising signs shall be placed in such a way so as to minimize to the greatest possible extent the exposure to adjacent residential properties.
  4. Ball field and scoreboard advertising signs shall not be illuminated when not in use for ball games.

12-15-8: **Permitted Signs and Standards by Zoning Districts:** Signs shall be permitted by zoning district in accordance with the following standards:

A. Residential Districts:

1. Type: Area identification, ball field advertising, institutional, residential identification, scoreboard advertising, temporary, any sign exempted in section 12-15-4.
  - a. Portable, trailer based temporary signs shall be permitted for governmental or institutional uses only.
2. Style: Combination, freestanding, wall.
3. Number: One per lot frontage.
4. Height: Not over ten feet (10') above grade except as otherwise provided herein.
5. Illumination: Indirect or diffused lighting of signs is permitted.
6. Size:

a. Residential identification and temporary, as follows:

Parcels (Land) Size	Maximum Square Feet Per Dwelling
On parcels less than 5 acres	4
On parcels of 5 acres but less than 20	16*
On parcels of 20 acres or greater	20*

\*Signs greater than four (4) square feet on parcels of land five (5) acres or more in size shall only identify agricultural related uses.

b. Institutional Signs: Institutional signs up to thirty-two (32) square feet shall be permitted. Sixty-four (64) square feet of signage is permitted for multiple frontage lots.

c. Area Identification Signs: One freestanding sign shall be allowed at each street entrance to a subdivision provided:

- (1) The area for development is larger than five (5) acres;
- (2) All signs shall be identified on the preliminary plat.
- (3) The maximum square footage of the sign is thirty-two (32) square feet.
- (4) The sign is located ten feet (10') from any property line.

B. General Recreation (GR) and Limited Business (LB) Districts:

1. Type: Area identification, ball field advertising, business identification, institutional, scoreboard advertising, temporary, any sign exempted in section 12-15-4.
2. Style: Combination, freestanding, illuminated, wall.
3. Height: No taller than the highest outside wall of building, or twenty-five feet (25'), whichever is less.
4. Size:
  - a. The aggregate square footage of sign space per lot shall not exceed the sum of two (2) square feet per front foot of building.

b. No single sign shall exceed two hundred (200) square feet.

c. No individual business signs shall be arranged so as to create one integrated sign that exceeds two hundred (200) square feet in size.

C. Shopping Center (SC) and Neighborhood Business (NB) Districts:

1. Type: Area identification, ball field advertising, business identification, institutional, scoreboard advertising, temporary, any sign exempted in section 12-15-4.

2. Style: Combination, flashing, freestanding, illuminated, wall.

3. Size:

a. The aggregate square footage of sign space per lot shall not exceed the sum of three (3) square feet per front foot of building.

b. No single sign shall exceed one hundred (100) square feet except area identification signs, which shall not exceed three hundred (300) square feet.

4. Height: No taller than the highest outside wall or parapet or twenty-five feet (25'), whichever is less.

D. General Business (GB) Districts:

1. Type: Area identification, ball field advertising, business identification, institutional, scoreboard advertising, temporary, any sign exempted in section 12-15-4.

2. Style: Combination, flashing, freestanding, illuminated, wall.

3. Size:

a. The aggregate square footage of sign space per lot shall not exceed the sum of four (4) square feet per front foot of building.

b. No sign shall exceed two hundred fifty (250) square feet, except area identification signs, which shall not exceed three hundred (300) square feet.

4. Height: No sign shall be more than twenty five feet (25') above grade.

E. Industrial (I) Districts:

1. Type: Area identification, ball field advertising, business identification, scoreboard advertising, temporary, any sign exempted in section 12-15-4.
2. Style: Combination, flashing, freestanding, illuminated, wall.
3. Size:
  - a. The aggregate square footage of sign space per lot shall not exceed the sum of four (4) square feet per front foot of building.
  - b. No sign shall exceed three hundred (300) square feet.
4. Height: No sign shall be more than twenty-five feet (25') above grade.

**12-15-9: Signs Allowed By Conditional Use Permit:**

A. Permitted Signs: The following signs shall be allowed by conditional use permit:

1. Marquees of any type, with or without signs.
2. Signs on benches (not in city parks), newsstands, cabstand signs, bus stop shelters and similar places.
3. Real estate signs over thirty-two (32) square feet per lot frontage and exceeding other sign area limits in business and industrial areas.
4. Institutional signs in residential districts with an aggregate square footage exceeding thirty-two (32) square feet and/or more than one sign per lot frontage, provided:
  - a. The sign is located ten feet (10') from any property line.
  - b. The aggregate square footage of sign space shall not exceed one hundred (100) square feet.
  - c. The sign shall be of the following styles: combination, freestanding, or wall.
  - d. The sign shall be located at least one hundred thirty feet (130') from any residential structure.

**12-15-10: Temporary and Promotional Signs:** The following signs are permitted, subject to the provisions of this chapter:

A. Temporary Signs: Temporary signs shall be permitted in any district in any yard area except, that:

1. Such sign shall not be within ten feet (10') of any street right-of-way or within five feet (5') of any other lot line.
2. There shall be no more than one (1) such sign per business.
3. The total area of such signs shall not exceed thirty-two (32) square feet. Non-institutional signs in residential districts shall be limited in size as outlined in section 12-16-8-A-6 of this code.
4. A maximum of 60 days of temporary signage is permitted per business per year. (Amended 4/21/11, Ord. 406)

B. Promotional Signs: The City Administrator or designee may approve signs or other devices that do not comply with the standards of this title when they are found to be in conformance with public health, safety, and welfare. Such signs or devices may be used to attract attention, special promotional events (grand openings, carnivals, craft shows, flea markets and other similar events). Such events shall not exceed ten (10) calendar days per year. Examples of the signage and devices that may be approved in this manner are spotlights, skytrackers, balloons, and similar devices. Such signage shall not be counted against the permitted 60 days of temporary signage. (Amended Ord. 8, 10-21-1970; amd. 2003 Code)

C. Temporary Real Estate Signs- The City Administrator or designee may approve temporary, off-site real estate signs.

12-15-11: **Inspections:** Upon proper presentation of credentials, the Building Official or his duly authorized representatives may enter at reasonable times any building, land or structure in the city to inspect or re-inspect any signs. (Amended Ord. 8, 10-21-1970)