



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, DECEMBER 6, 2021

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

2.0 PUBLIC COMMENT

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS

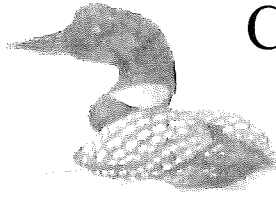
- 3.1 6:01 P.M. – Public Hearing – To consider the adoption of a Resolution for the 2022 Budget, Levy and Five-Year Capital Improvement Plan
- 3.2 6:02 P.M. – Public Hearing - To consider the vacation of a portion of drainage and utility easement in Section 13 and adoption of a Resolution

4.0 CONSENT AGENDA

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

- 4.1 Approval of minutes of November 15, 2021
- 4.2 Approval of claims
- 4.3 Approval of hiring part-time snow plow drivers
- 4.4 Approval of a Transfer from the Gambling Fund to the *Ham Laker* Fund
- 4.5 Approval of the release of security maintenance for Crosstown Rolling Acres Second Addition
- 4.6 Approval of a Resolution accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Fund established under the America Rescue Plan Act (ARPA)
- 4.7 Approval of the Outdoor Lighting and Maintenance Agreement for street lights in Crosstown Rolling Acres Third Addition
- 4.8 Approval of reimbursement to Anoka County for the cost associated with constructing the Constance Boulevard NE east bound right-turn lane at Tippecanoe Street NE and releasing the developers Letter of Credit
- 4.9 Approval of accepting Hidden Forest East Second Addition project and commencing the one-year warranty period
- 4.10 Approval of the Parkland Dedication fees for Hidden Forest East
- 4.11 Approval of the following 2022 Business Licenses:
 - Tobacco – Bidhipur Beverage, Inc. dba Ham Lake Liquors; Holiday Stationstores #223; Grape Expectations, Inc. dba Tournament Liquor; Northern Tier Retail, LLC dba Speedway #4537; Eagle Beverage Holdings, LLC dba Majestic Oaks Golf Club; Rama Corporation dba Network Liquor and Wine Corp.; Celine Stop Ham Lake Inc. dba Little Wonder; E-Cig Clubhouse; Zen Inc. dba Ham Lake BP; Casey's Retail Store #3753; Broadview Operations, LLC, dba 1 Stop Liquor; Broadview Operations, LLC dba 1 Stop Market; A & H, LLC dba Ham Lake Tobacco; Central Tobacco Inc. dba Central Tobacco; and DG Retail, LLC dba Dollar General #21464
 - Cabaret – Maxx Bar & Grill, Eagle Beverage Holdings, LLC (Majestic Oaks Golf Club), Dan Dahlin Inc., (Ham Lake Lanes)
 - Vending Machine – Mendota Valley Amusement, Inc. (for Maxx Bar & Grill), Midwest Coin Concepts (Ham Lake Lanes)
 - Recycling/Refuse – Ham Lake Haulers

- 5.0 PLANNING COMMISSION RECOMMENDATIONS – None**
- 6.0 ECONOMIC DEVELOPMENT AUTHORITY – None**
- 7.0 APPEARANCES – None**
- 8.0 CITY ATTORNEY**
- 9.0 CITY ENGINEER**
- 10.0 CITY ADMINISTRATOR**
- 11.0 COUNCIL BUSINESS**
 - 11.1 Committee Reports
 - 11.2 Discussion of cost and updates to the Sunrise River Watershed Management Organization (SRWMO) Joint Powers Agreement (JPA)
 - 11.3 Announcements and future agenda items



CITY OF HAM LAKE

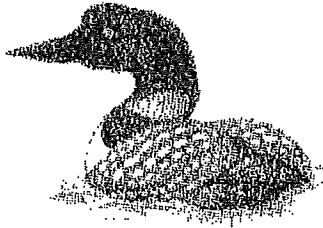
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NOTICE OF PUBLIC HEARING CITY OF HAM LAKE

Notice is hereby given that the Ham Lake City Council will hold a public hearing on December 6, 2021 at 6:01 p.m. in the Council Chambers for the purpose of adopting the 2022 Budget, Levy and Five-Year Capital Improvement Plan. All interested citizens will have the opportunity to give written or oral comment.

Dawnette Shimek
Deputy City Clerk

Published: November 19, 2021



CITY OF HAM LAKE

Staff Report

To: Mayor and Councilmembers
Denise Webster, City Administrator

From: Andrea Murff, Finance /Human Resource Director

Subject: Proposed 2022 budget and 2021 levy for payable 2022

GENERAL FUND

The preliminary 2022 General Fund budget is mainly funded by a levy of \$5,391,443. This is an increase of \$382,622 or a 7.64 percent from 2021. This levy balances the budget and no reserves would be used to cover General Fund expenditures. Based on preliminary tax capacity numbers, the tax rate for the city would decrease 0.50% to 21.45%.

Other revenues for the City totaled \$910,875, not including transfers, an increased \$91,877 or 11.22% from 2021. License and permits saw a large increase in the proposed budget of \$100,350 or 22% due to aligning the items with historical outcomes. Charges for Services increased by \$2,700 or 44 percent due to adjusting items to actual after being reduced in the 2021 budget because of the uncertainty of COVID-19 pandemic. Investment income was reduced by \$9,000 or 90 percent in order to reflect the low rates currently being received on bank accounts and investments. Other revenue sources remained fairly flat when compared to the 2021 budget due to not seeing any huge increase or decrease in the year to date amounts.

Expenditures for 2022, including transfers, increased \$566,298 or 9.87 percent from 2021. The highest increase was the Police Contract which added \$195,266 to the 2022 expenditures. The full amount of the police contract has been budgeted; this starts the investigator January 1, 2022. However, the City has decided to have the investigator start July 1, 2022. The savings incurred by having the Investigator start in July will be placed in the City's reserves.

Other significant increases in expenditures with at least a 10 percent increase and \$5,000 difference from 2021 are as follows:

- Building Department increased \$122,223 due to the re-creation of a third Building Inspector position and septic classes.
- Elections added \$28,719 of expenditures since it is only budgeted every other year.
- Information Technology increased \$9,269 due to the JPA with Metro-INET and their need to hire an administrator.
- Public Works Building increased \$10,930 due to needed repairs, aligning utility costs to actual, and adding in annual generator maintenance.
- ROW costs increased \$18,000 to align to actual.

- Transfers to the Revolving Street Fund increased to \$50,000.

OTHER FUNDS

Ham Laker Fund: In 2020, the Ham Laker Fund ended with a negative \$41,671 fund balance. In 2021 it is slated to go down another \$14,050. A transfer is needed in order to keep this fund going. A transfer from the Gambling Fund has been budgeted to help offset the negative balance.

2010 CIP Bond Debt Service Fund: The G.O. levy for this bond is \$209,416.

GO Capital Note Debt Service Fund-NMTC: This fund was created in 2016. The City of Circle Pines issued General Obligation Capital Notes to finance the acquisition of capital equipment by the North Metro Telecommunications Commission. Member cities receive franchise fees from NMTC, from which they pay their share of the debt service payments. Member cities will not levy property taxes to pay the debt service. The preliminary 2022 budget includes franchise fees of \$ 31,896 and bond principal, interest, and miscellaneous expense of \$ 31,896.

CAPITAL PROJECT FUNDS: Information regarding the equipment funds and Revolving Street Fund is included in the Five Year Capital Improvement Plan. The budget for the Revolving Street Fund is not included in the preliminary budget due to the static nature of the City's street projects.

Recommendations:

I recommend that Council adopt Resolution to approve the Proposed 2022 budget and the proposed 2021 tax levy, collectible in 2022.

RESOLUTION NO. 21-xx

RESOLUTION APPROVING THE FINAL 2022 PROPOSED BUDGET AND 2021
TAX LEVY, COLLECTIBLE IN 2022

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAM LAKE, ANOKA COUNTY, MINNESOTA, that the following sums of money are proposed to be levied for the current year, collectible in 2022, upon taxable property in the City of Ham Lake, for the following purposes:

General Levy	\$5,391,443.00
Bonded Indebtedness:	
G. O. Capital Improvement Plan Bond, series 2010A	\$ 209,416.00
Total Levy	\$5,600,859.00

The 2021 tax levy, collectible in 2022, for G.O. Capital Notes, Series 2016A (NMTC) is cancelled, as alternative revenues are available to pay the principal and interest on the bonds.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAM LAKE, ANOKA COUNTY, MINNESOTA, that the attached copy of the 2022 budget is hereby adopted.

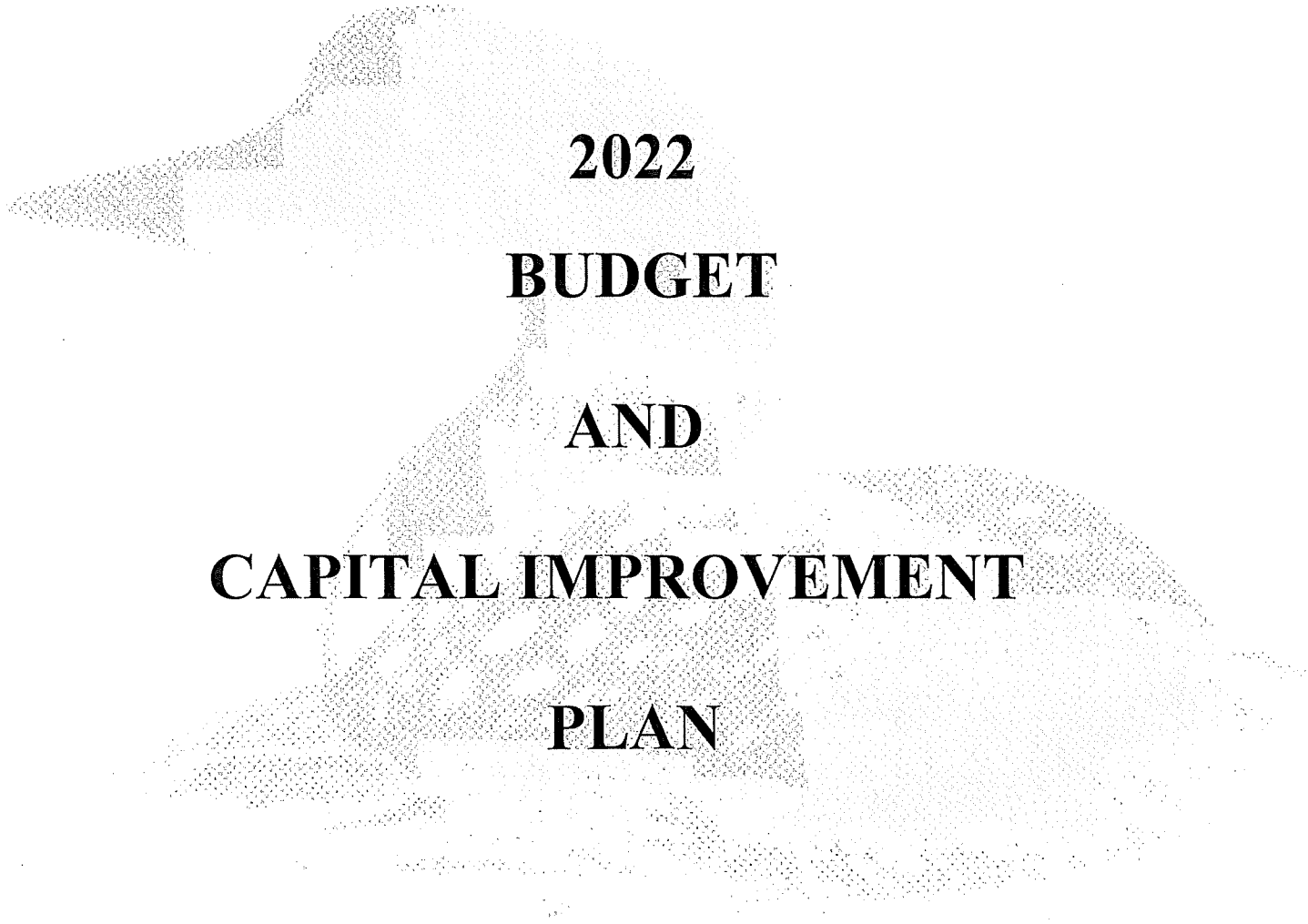
The City Clerk is hereby instructed to transmit a certified copy of this resolution to the Department of Tax Administration, Anoka County, Minnesota.

Adopted by the Ham Lake City Council this 6th day of December, 2021.

Gary Kirkeide, Acting Mayor

Denise Webster, City Clerk

CITY OF HAM LAKE



**2022
BUDGET
AND
CAPITAL IMPROVEMENT
PLAN**

15544 CENTRAL AVENUE NE, HAM LAKE, MN 55304
763-434-9555

CITY OF HAM LAKE, MINNESOTA
 STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES - SUMMARY
 GENERAL FUND
 ACTUAL FOR THE YEAR ENDED DECEMBER 31, 2019-2020, PERIOD TO DATE JULY 31, 2021 AND
 BUDGET FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2022

	Actual	Actual	YTD	Budget	Budget	Percent
	2019	2020	11/30/2021	2021	2022	Change
REVENUES						
Taxes	\$ 4,708,432	\$ 4,844,172	\$ 2,629,867	\$ 5,036,071	\$ 5,418,693	8%
Licenses and permits	512,039	570,475	518,907	448,250	548,600	22% (1)
Intergovernmental	169,377	201,127	165,424	151,000	151,000	0%
Charges for services	10,222	12,050	10,768	6,185	8,885	44% (1)
Fines and forfeitures	27,610	22,131	22,802	30,000	30,000	0%
Investment earnings	66,173	30,842	(3,608)	10,000	1,000	-90% (2)
Miscellaneous	350,244	174,916	137,334	146,313	144,140	-1%
TOTAL REVENUES	6,086,156	6,065,022	3,481,494	5,827,819	6,302,318	8%
EXPENDITURES						
Council	99,585	92,066	65,859	81,252	76,979	-5%
Ordinances	1,689	1,689	2,909	4,700	5,100	9%
Administration	129,210	146,389	129,856	161,075	161,440	0%
Clerk	145,589	128,812	104,311	119,642	118,328	-1%
Elections	-	28,763	-	-	28,719	0%
Finance	192,192	241,892	190,076	223,586	238,044	6%
Auditing	23,525	22,570	28,580	27,930	28,900	3%
Assessing	77,739	78,236	58,677	77,000	78,500	2%
Prosecutions	78,000	78,000	65,000	78,000	78,000	0%
Planning & zoning	57,676	60,507	74,091	91,292	94,145	3%
General government	69,684	59,180	66,963	76,101	76,762	1%
General govt buildings	161,884	144,756	25,999	35,975	38,075	6%
City sign	3,318	2,591	2,438	2,779	2,913	5%
Information Technology	37,528	41,077	38,496	43,258	52,527	21% (3)
Police protection	1,032,403	947,412	1,081,465	1,081,547	1,276,917	18% (4)
Fire department	470,231	415,911	460,722	546,314	578,205	6%
Fire stations	39,930	28,283	23,563	30,760	34,630	13% (5)
Sirens	9,268	8,965	8,201	9,148	9,187	0%
Building inspection	381,578	352,874	313,737	302,645	428,898	42% (6)
Animal control	3,900	4,650	2,560	4,150	3,150	-24% (7)
Public works	861,028	686,160	685,188	856,094	910,582	6%
Public works building	32,986	32,346	23,306	25,800	36,730	42% (8)
Snow & ice removal	154,467	92,337	73,065	79,700	86,190	8%
Stormwater drainage	4,048	6,214	2,505	2,000	4,000	100% (9)
Stormwater-WMOs	13,191	17,555	16,672	12,750	12,750	0%
Signs & signals	15,363	16,559	17,733	21,000	21,000	0%
Utility/ROW	35,255	48,798	36,918	22,000	40,000	82% (10)
Parks	212,729	195,170	192,758	268,471	286,879	7%
Park Buildings	12,892	9,916	12,830	16,850	16,850	0%
Senior Center	70,287	4,314	3,113	5,861	7,428	27% (11)
Senior Center Building	13,540	13,540	9,603	13,540	13,990	3%
Misc/unallocated	117,262	110,997	111,057	115,000	111,200	-3%
TOTAL EXPENDITURES	4,557,979	4,120,528	3,928,248	4,436,220	4,957,018	12%
EXCESS REVENUES (EXPENDITURES)	1,528,177	1,944,495	(446,754)	1,391,599	1,345,300	-3%
OTHER FINANCING SOURCES (USES)						
Transfers in	1,350	1,350	-	1,200	1,200	0%
Transfers out	(1,270,000)	(1,270,000)	(1,743,053)	(1,301,000)	(1,346,500)	4%
TOTAL OTHER FINANCING SOURCES (USES)	(1,268,650)	(1,268,650)	(1,743,053)	(1,299,800)	(1,345,300)	4%
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES						
	\$ 259,527	\$ 675,845	\$ (2,189,807)	\$ 91,799	\$ (0)	

Explanation of Budget Changes in revenue and expenditures over 10%

- (1) Licenses and Permits revenue and Charges for Services revenue increased to align with actual history
- (2) Investment revenue was decreased due to the low rates on CD's at this time.
- (3) Metro-Inet contract for IT services increased \$2,000 for administration and personal costs to accommodate to change to JPA.
- (4) The Sheriff contract was budgeted the full amount of 36 hours which includes a new investigator.
- (5) The Fire Station's building services was increased to cover minor upgrades and annual generator maintenance.
- (6) Increase is due to a new Building Inspector being hired. We previously budgeted for an intern position with less pay and no benefits. There was also increase in training for septic trainings.
- (7) New contract with Gratitude Farms changed to \$250 per month.
- (8) Public Works Building increased \$10,930 due to needed repairs, aligning utility costs to actual, and adding in annual generator maintenance plan.
- (9) Aligned stormwater engineering fees to actual.
- (10) Increased ROW Permit expense to match average actual over the last 3 years.
- (11) Increased insurance premium to match actual.

CITY OF HAM LAKE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED
BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022

		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
CABLE TV FUND							
Revenues							
210-31402	Franchise Fees	(53,873.64)	(54,335.60)	(54,647.52)	-	(55,000.00)	(55,000.00)
210-37101	Interest on investments	(4,472.62)	(6,417.52)	(4,197.10)	155.17	(2,500.00)	(2,500.00)
Total		(58,346.26)	(60,753.12)	(58,844.62)	155.17	(57,500.00)	(57,500.00)
Expenditures							
210-41705-1120	Wages & salaries-PT	2,072.62	2,396.41	694.64	-	-	-
210-41705-1210	PERA/FICA/MC	-	-	-	-	-	-
210-41705-1211	PERA	68.94	117.41	52.11	-	-	-
210-41705-1212	FICA/MC	158.59	183.36	51.51	-	-	-
210-41705-1510	Worker's comp insurance	14.75	14.08	5.40	-	-	-
210-41705-2320	Equipment parts & supplies	29.00	-	-	-	-	-
210-41705-3190	Recording Services	-	-	189.46	-	-	-
210-41705-3440	Equipment repair & maintenance services	-	-	-	-	500.00	500.00
210-41705-5110	Capital assets	96,543.93	-	-	-	-	-
210-41705-5120	Controllable assets	-	-	-	-	-	-
210-41705-7130	Ham Laker transfer	-	-	-	-	-	-
Total		98,887.83	2,711.26	993.12	-	500.00	500.00
HAM LAKER FUND							
Revenues							
211-34101	Advertising & subscriptions	(6,092.07)	(6,638.21)	(4,875.00)	(3,675.00)	(6,400.00)	(3,000.00)
211-37101	Interest on investments	(64.53)	(37.03)	(58.77)	(44.51)	(50.00)	-
211-37501	General donations	(14,500.00)	(8,500.00)	(1,500.00)	(10,000.00)	(13,000.00)	(1,000.00)
211-39309	Transfer from other funds	-	-	-	-	-	(14,050.00)
Total		(20,656.60)	(15,175.24)	(6,433.77)	(13,719.51)	(19,450.00)	(18,050.00)
Expenditures							
211-41704-2120	Postage	13,340.46	12,265.17	12,586.64	12,688.02	14,000.00	14,000.00
211-41704-3125	Editing	10,800.00	10,800.00	10,800.00	9,900.00	10,800.00	10,800.00
211-41704-3970	Printing	7,728.86	7,246.21	7,489.42	6,530.00	7,400.00	7,400.00
211-41704-3990	Other services and charges	1,320.00	1,320.00	1,380.00	1,300.00	1,300.00	1,300.00
Total		33,189.32	31,631.38	32,256.06	30,418.02	33,500.00	33,500.00
LAWFUL GAMBLING CONSTRUCTION FUND							
Revenues							
212-37101	Interest on investments	(167.44)	(1,143.12)	(668.14)	23.32	-	-
212-37503	Lawful gambling contributions	(35,389.28)	(36,987.48)	(50,560.33)	(30,032.94)	(25,000.00)	(25,000.00)
Total		(35,556.72)	(38,130.60)	(51,228.47)	(30,009.62)	(25,000.00)	(25,000.00)
Expenditures							
212-41706-3155	Police protection	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
212-41706-7190	Transfer to General Fund	-	-	-	-	-	-
212-41706-7191	Transfer to Ham Laker Fund	-	-	-	-	-	14,050.00
Total		25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	39,050.00
FUTURE DRAINAGE FUND							
Revenues							
230-34401	Future drainage fees	(20,674.60)	(6,212.65)	(15,579.93)	(6,260.40)	(6,000.00)	(10,000.00)
230-37101	Interest on investments	(547.33)	(2,569.76)	(1,160.51)	59.66	(1,500.00)	(500.00)
Total		(21,221.93)	(8,782.41)	(16,740.44)	(6,200.74)	(7,500.00)	(10,500.00)
Expenditures							
230-43201-2390	Other repair & maintenance supplies	10,476.24	1,611.15	-	-	6,000.00	6,000.00
230-43201-2510	Software licenses & upgrades	4,200.00	3,918.00	4,224.00	-	4,500.00	4,500.00
230-43201-3110	Attorney	140.00	-	-	-	500.00	500.00
230-43201-3135	Engineering	6,793.55	4,614.75	4,014.69	9,576.88	30,000.00	30,000.00
230-43201-3190	Other professional services	-	-	-	-	-	-
230-43201-3320	Equipment rentals	-	-	-	-	-	-
230-43201-3490	Other repair & maintenance services	7,080.00	-	-	-	10,000.00	10,000.00
230-43201-3950	Legal notices/publications/bids	-	-	-	-	-	-
230-43201-3980	Filing fees	92.00	-	-	-	-	-
230-43201-5110	Capital assets	-	-	-	-	-	-
230-43201-5130	ROW acquisitions	-	-	-	-	-	-
Total		28,781.79	10,143.90	8,238.69	9,576.88	51,000.00	51,000.00

CITY OF HAM LAKE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED
BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022

		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
RECYCLING FUND							
Revenues							
231-33406	SCORE grants	(79,991.82)	(83,213.00)	(83,710.00)	(45,721.68)	(90,000.00)	(85,000.00)
231-34302	Recycling receipts	(1,278.68)	(1,889.04)	(963.94)	(1,546.80)	(1,500.00)	(1,000.00)
231-37101	Interest on investments	(531.67)	(1,640.80)	(774.04)	61.68	(200.00)	(50.00)
Total		(81,802.17)	(86,742.84)	(85,447.98)	(47,206.80)	(91,700.00)	(86,050.00)
Expenditures							
231-43601-1110	Wages & Salaries-FT	-	-	-	3,447.20	-	-
231-43601-2120	Postage	970.91	955.64	1,027.30	1,180.37	1,000.00	1,000.00
231-43601-2290	Operating supplies	-	-	-	-	500.00	500.00
231-43601-3630	Waste management & recycling	67,193.77	82,344.70	84,385.35	69,840.61	75,000.00	87,000.00
231-43601-3930	Grant expenditures	-	-	-	-	-	-
231-43601-3960	Mileage	72.49	34.80	13.92	-	50.00	50.00
231-43601-3970	Printing	1,946.00	1,972.00	1,756.71	-	2,000.00	2,000.00
Total		70,183.17	85,307.14	87,183.28	74,468.18	78,550.00	90,550.00
STREET LIGHT FUND							
Revenues							
232-34303	Street light fees	(61,380.97)	(63,767.05)	(65,749.45)	(56,606.68)	(60,000.00)	(66,000.00)
232-34306	Developer electrical service	(5,110.56)	(486.72)	(2,920.32)	(3,163.68)	-	-
232-37101	Interest on investments	(1,317.91)	(3,211.21)	(1,783.16)	86.04	(700.00)	(100.00)
232-37601	Refunds & reimbursements	(765.50)	(820.12)	-	-	(800.00)	-
Total		(68,574.94)	(68,285.10)	(70,452.93)	(59,684.32)	(61,500.00)	(66,100.00)
Expenditures							
232-43701-2120	Postage	-	-	-	737.12	-	-
232-43701-3190	Other professional services	2,898.16	2,814.76	2,920.97	8,055.17	3,000.00	3,000.00
232-43701-3610	Electricity	46,416.68	49,293.48	51,593.74	44,269.11	46,500.00	55,000.00
232-43701-4145	Refunds & reimbursements	-	-	-	-	-	-
232-43701-4160	Uncollectible accounts	-	-	-	-	-	-
232-43701-5120	Controllable assets	-	-	-	-	-	-
Total		49,314.84	52,108.24	54,514.71	53,061.40	49,500.00	58,000.00
OAKWILT FUND							
Revenues							
250-37101	Interest on investments	(161.98)	(246.57)	(129.53)	5.82	(100.00)	(50.00)
Total		(161.98)	(246.57)	(129.53)	5.82	(100.00)	(50.00)
Expenditures							
250-45101-2120	Postage	145.96	63.20	31.50	55.65	150.00	150.00
250-45101-2290	Operating supplies	6.12	-	-	-	100.00	100.00
250-45101-3320	Equipment rentals	-	-	-	-	-	-
250-45101-3440	Equipment repair & maintenance services	-	-	-	-	-	-
250-45101-3810	Contractors	1,020.00	-	-	-	-	-
Total		1,172.08	63.20	31.50	55.65	250.00	250.00
ECONOMIC DEVELOPMENT FUND							
Revenues							
261-37101	Interest on investments	(897.63)	(794.30)	(185.75)	(17.25)	(650.00)	(650.00)
261-37102	Interest - Loans	(133.91)	-	-	-	(300.00)	-
Total		(1,031.54)	(794.30)	(185.75)	(17.25)	(950.00)	(650.00)
Expenditures							
261-46101-4105	Beautification grants	44,000.00	23,526.33	15,850.00	-	16,000.00	-
Total		44,000.00	23,526.33	15,850.00	-	16,000.00	-
HAM LAKE EDA FUND							
Revenues							
262-37101	Interest on investments	(68.11)	(1,625.15)	(2,078.25)	85.18	(100.00)	(50.00)
262-37302	Building lease	-	-	-	-	-	-
Total		(68.11)	(1,625.15)	(2,078.25)	85.18	(100.00)	(50.00)
Expenditures							
262-46101-2310	Building repair & maintenance supplies	-	-	-	-	-	-
262-46101-3110	Attorney	140.00	385.00	-	-	-	-
262-46101-3190	Other professional services	-	-	-	1,000.00	-	1,000.00
262-46101-3420	Building repair & maintenance services	-	-	-	-	-	-
262-46101-3630	Waste management	53.23	53.23	-	-	-	-
262-46101-3940	Insurance	-	-	-	-	-	-
262-46101-5110	Capital assets	-	-	-	3,167.07	-	-
Total		193.23	438.23	-	4,167.07	-	1,000.00

CITY OF HAM LAKE
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED
 BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022

		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
LODGING TAX FUND							
Revenues							
263-31401	Lodging tax	(30,987.72)	(31,162.21)	(24,048.35)	(21,904.41)	(27,000.00)	(27,000.00)
263-37101	Interest on investments	(59.78)	(134.56)	(38.27)	0.09	-	-
Total		(31,047.50)	(31,296.77)	(24,086.62)	(21,904.32)	(27,000.00)	(27,000.00)
Expenditures							
263-46101-4120	Convention bureau	29,438.33	29,604.10	22,845.94	20,809.20	25,500.00	25,500.00
263-46101-7135	Lodging tax transfer	-	1,350.00	1,350.00	-	1,350.00	1,350.00
Total		29,438.33	30,954.10	24,195.94	20,809.20	26,850.00	26,850.00

CITY OF HAM LAKE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED
BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022

		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
2010 CIP BOND DEBT SERVICE FUND							
Revenues							
370-31001	Current property taxes	(214,141.00)	(209,101.00)	(204,061.00)	(104,760.50)	(209,521.00)	(209,416.00)
370-31002	Delinquent property taxes	-	-	-	-	(1,500.00)	(1,500.00)
370-37101	Interest on investments	(2,014.62)	(2,986.76)	(1,322.46)	(31.72)	(1,000.00)	(500.00)
	Total	(216,155.62)	(212,087.76)	(205,383.46)	(104,792.22)	(212,021.00)	(211,416.00)
Expenditures							
370-47101-6110	Principal	160,000.00	160,000.00	160,000.00	160,000.00	160,000.00	170,000.00
370-47101-6120	Interest	46,344.00	41,543.76	36,743.76	31,943.76	36,744.00	26,994.00
370-47101-6130	Agent fees	1,375.00	1,375.00	4,475.00	325.00	825.00	1,375.00
	Total	207,719.00	202,918.76	201,218.76	192,268.76	197,569.00	198,369.00
2016 GO CAPITAL NOTE DEBT SERVICE FUND							
Revenues							
371-31402	Franchise fees	(31,998.41)	(32,174.31)	(32,335.55)	(31,749.23)	(31,750.00)	(31,896.00)
371-37101	Interest on investments	-	-	(25.89)	-	-	-
	Total	(31,998.41)	(32,174.31)	(32,361.44)	(31,749.23)	(31,750.00)	(31,896.00)
Expenditures							
371-47101-6110	Principal	26,524.00	27,222.00	27,920.00	27,920.00	27,920.00	28,600.00
371-47101-6120	Interest	3,950.68	3,420.20	2,876.00	2,318.00	2,318.00	1,760.00
371-47101-6130	Agent fees & misc	1,523.73	1,532.11	1,539.55	1,511.23	1,512.00	1,536.00
	Total	31,998.41	32,174.31	32,335.55	31,749.23	31,750.00	31,896.00

CITY OF HAM LAKE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED
BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022

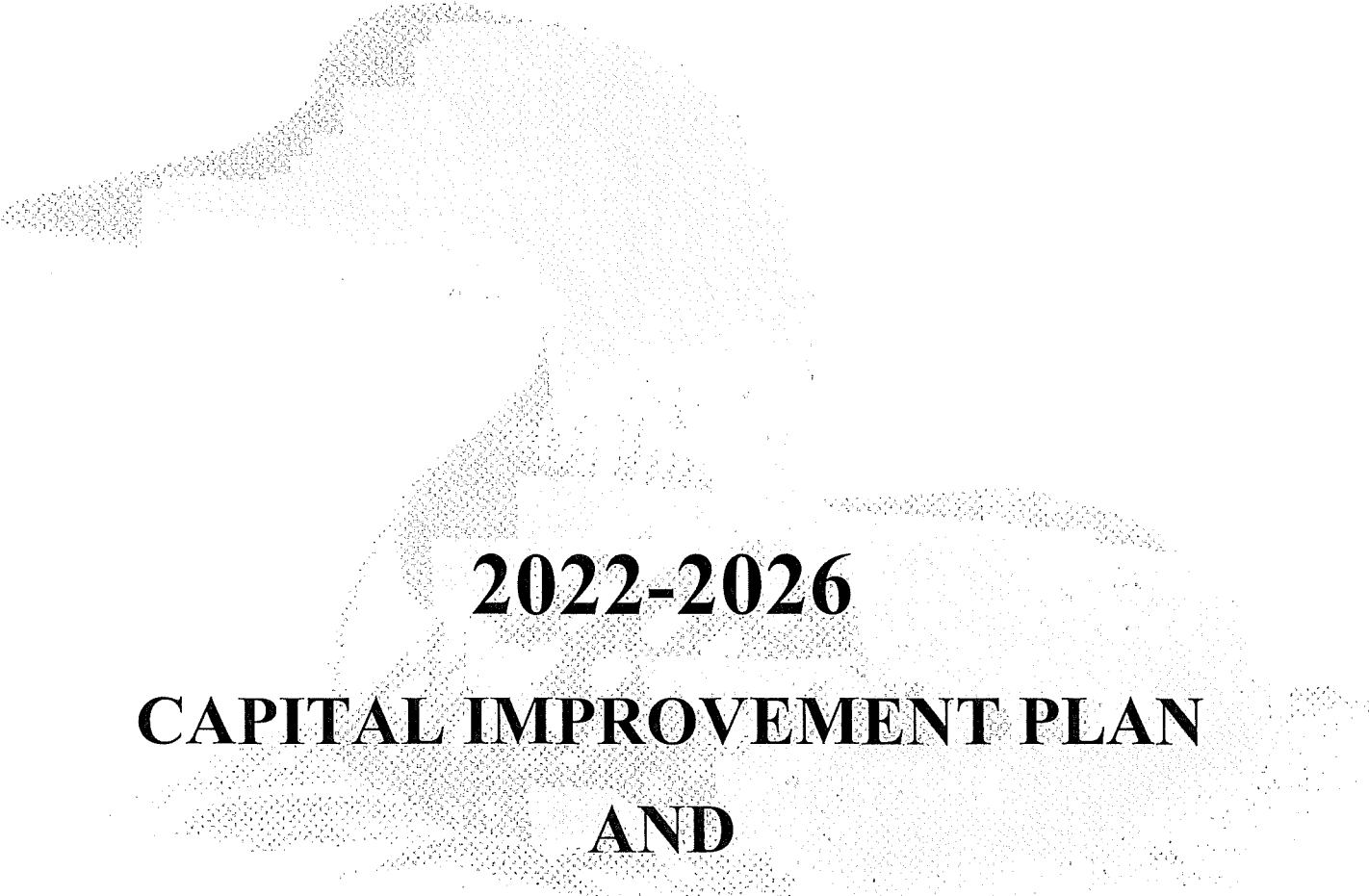
		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
GENERAL GOVERNMENT EQUIPMENT FUND							
Revenues							
410-37101	Interest on investments	(543.60)	(1,100.28)	(661.40)	6.66	(400.00)	(400.00)
410-39301	Transfer from general fund	(7,000.00)	(5,000.00)	(5,500.00)	(4,583.37)	(5,000.00)	(5,000.00)
Total		(7,543.60)	(6,100.28)	(6,161.40)	(4,576.71)	(5,400.00)	(5,400.00)
Expenditures							
410-41701-5110	Capital assets	-	-	1,785.00	1,260.00	5,000.00	66,000.00
410-41701-7110	Election equipment fund transfer	12,000.00	-	-	-	-	-
Total		12,000.00	-	1,785.00	1,260.00	5,000.00	66,000.00
ELECTION EQUIPMENT FUND							
Revenues							
411-37101	Interest on investments	(866.75)	(209.25)	(115.24)	6.16	(100.00)	(100.00)
411-39309	Transfer from other funds	(12,000.00)	(3,000.00)	(2,500.00)	(3,666.63)	(4,000.00)	(4,000.00)
Total		(12,866.75)	(3,209.25)	(2,615.24)	(3,660.47)	(4,100.00)	(4,100.00)
Expenditures							
411-41302-5110	Capital assets	16,447.52	3,466.12	3,538.95	3,189.09	4,500.00	4,800.00
Total		16,447.52	3,466.12	3,538.95	3,189.09	4,500.00	4,800.00
BUILDING FUND							
Revenues							
412-37101	Interest on investments	(3,771.83)	(8,437.00)	(3,853.47)	148.36	(1,100.00)	(1,000.00)
412-37302	Building lease	(3,750.00)	-	-	-	-	-
412-39301	Transfer from general fund	(10,000.00)	(10,000.00)	(10,000.00)	(9,166.63)	(10,000.00)	(10,000.00)
Total		(17,521.83)	(18,437.00)	(13,853.47)	(9,018.27)	(11,100.00)	(11,000.00)
Expenditures							
412-41702-3420	Building repair & maintenance services	-	-	-	-	-	10,000.00
412-41702-5110	Capital assets	26,506.13	3,390.00	29,418.24	27,295.61	50,000.00	35,000.00
Total		26,506.13	3,390.00	29,418.24	27,295.61	50,000.00	45,000.00
FIRE DEPARTMENT EQUIPMENT FUND							
Revenues							
420-33102	Fire/emergency preparedness grants	-	-	-	-	-	-
420-33407	State Fire Grants	-	-	-	(5,000.00)	-	-
420-37101	Interest on investments	(11,522.82)	(19,575.00)	(13,191.07)	490.37	(6,000.00)	(8,000.00)
420-37502	Fire department donations	-	-	-	-	-	-
420-39101	Sale of assets	(1,169.20)	-	-	(8,700.00)	-	(10,000.00)
420-39301	Transfer from general fund	(190,000.00)	(210,000.00)	(210,000.00)	(210,833.37)	(230,000.00)	(230,000.00)
Total		(202,692.02)	(229,575.00)	(223,191.07)	(224,043.00)	(236,000.00)	(248,000.00)
Expenditures							
420-42201-5110	Capital assets	208,628.00	-	38,387.80	66,211.00	50,000.00	2,680,000.00
420-42201-7190	Other transfers	-	-	-	-	-	-
Total		208,628.00	-	38,387.80	66,211.00	50,000.00	2,680,000.00
EMERGENCY OPERATIONS CENTER FUND							
Revenues							
421-37101	Interest on investments	(369.46)	(676.76)	(794.03)	127.93	(200.00)	(200.00)
421-39301	Transfer from general fund	-	(2,000.00)	(2,000.00)	-	(2,000.00)	-
Total		(369.46)	(2,676.76)	(2,794.03)	127.93	(2,200.00)	(200.00)
Expenditures							
421-42301-3420	Building repair & maintenance services	1,177.76	-	-	-	-	-
421-42301-5110	Capital assets	-	-	-	-	1,000.00	1,000.00
Total		1,177.76	-	-	-	1,000.00	1,000.00
SIREN REPLACEMENT FUND							
Revenues							
422-37101	Interest on investments	(479.70)	(732.44)	(406.95)	18.22	(200.00)	(100.00)
422-39301	Transfer from general fund	-	-	-	(1,833.37)	-	-
Total		(479.70)	(732.44)	(406.95)	(1,815.15)	(200.00)	(100.00)
Expenditures							
422-42302-3440	Equipment repair & maintenance services	-	-	-	-	5,000.00	5,000.00
Total		-	-	-	-	5,000.00	5,000.00

CITY OF HAM LAKE
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED
BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022

		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
BUILDING INSPECTION EQUIPMENT FUND							
Revenues							
428-37101	Interest on investments	(589.20)	(1,167.56)	(737.99)	46.51	(1,000.00)	(1,000.00)
428-39101	Sale of Assets	-	-	-	(2,601.00)	(2,000.00)	-
428-39301	Transfer from general fund	(12,000.00)	(12,000.00)	(12,000.00)	(9,166.63)	(10,000.00)	(7,000.00)
428-39309	Transfer from other funds	-	-	-	-	-	-
Total		(12,589.20)	(13,167.56)	(12,737.99)	(11,721.12)	(13,000.00)	(8,000.00)
Expenditures							
428-42401-5110	Capital assets	-	-	17,071.84	31,697.31	72,163.00	-
Total		-	-	17,071.84	31,697.31	72,163.00	-
PUBLIC WORKS EQUIPMENT FUND							
Revenues							
430-37101	Interest on investments	(3,177.99)	(5,954.00)	(3,816.75)	83.09	(1,000.00)	(1,000.00)
430-39101	Sale of assets	(9,400.00)	(57,558.55)	(20,858.75)	(46,300.00)	(10,000.00)	(20,000.00)
430-39301	Transfer from general fund	(130,000.00)	(140,000.00)	(140,000.00)	(137,500.00)	(150,000.00)	(150,000.00)
Total		(142,577.99)	(203,512.55)	(164,675.50)	(183,716.91)	(161,000.00)	(171,000.00)
Expenditures							
430-43101-5110	Capital assets	62,838.10	144,968.40	75,061.84	120,145.39	197,000.00	325,000.00
Total		62,838.10	144,968.40	75,061.84	120,145.39	197,000.00	325,000.00
REVOLVING STREET FUND							
Revenues							
431-31002	Delinquent property taxes	-	-	(1,502.49)	-	-	-
431-33401	MSA maintenance	(202,001.00)	1,269,158.00	(298,620.82)	(124,981.50)	(95,643.00)	(250,000.00)
431-33402	MSA construction	(1,212,566.06)	(2,217,579.06)	(746,734.86)	(80,981.50)	-	-
431-33408	State bridge & highway grants	-	-	(710,440.94)	-	-	-
431-33501	Other county grants & aids	-	-	-	(12,990.43)	-	-
431-34301	Developer contributions	(1,154.98)	-	-	-	-	-
431-34307	Future paving fees	-	-	-	-	-	-
431-36101	Current assessments	(1,248.62)	(17,064.42)	(36,582.77)	(34,253.46)	(36,424.00)	(74,000.00)
431-36102	Delinquent assessments	-	-	-	-	-	-
431-36103	Prepaid assessments	(33,734.63)	(73,862.00)	(7,863.44)	(48,374.04)	-	-
431-36104	Penalties & interest	-	-	(43.41)	-	-	-
431-37101	Interest on investments	(42,866.36)	(65,715.00)	(55,712.41)	(161.03)	(35,000.00)	(10,000.00)
431-37601	Refunds & reimbursements	-	(8,000.00)	(51,658.76)	(2,000.00)	-	-
431-39301	Transfer from general fund	(850,000.00)	(850,000.00)	(850,000.00)	(1,329,636.63)	(850,000.00)	(900,000.00)
Total		(2,343,571.65)	(1,963,062.48)	(2,759,159.90)	(1,633,378.59)	(1,017,067.00)	(1,234,000.00)
Expenditures							
431-43301-2120	Postage	7.99	-	-	-	-	-
431-43301-2330	Street supplies	-	-	-	600.00	-	-
431-43301-3105	Assessing/property tax administration	-	147.86	-	-	200.00	200.00
431-43301-3110	Attorney	268.33	2,059.17	875.00	910.00	2,000.00	2,000.00
431-43301-3135	Engineering	465,238.83	543,816.86	427,160.88	291,673.74	562,722.00	562,722.00
431-43301-3190	Other professional services	9,443.94	43,024.52	-	1,379.53	40,000.00	40,000.00
431-43301-3320	Equipment rentals	-	-	-	-	-	-
431-43301-3810	Contractors	1,549,950.00	2,308,815.04	3,049,833.74	2,035,125.76	2,280,477.00	1,936,800.00
431-43301-3950	Legal notices/publications/bids	664.42	951.11	233.18	421.81	1,000.00	1,000.00
431-43301-3980	Filing fees	46.00	92.00	276.00	98.65	300.00	300.00
431-43301-5130	ROW Acquisition	2,105.28	211,780.01	700.00	-	50,000.00	50,000.00
Total		2,027,716.80	2,936,699.00	2,936,699.00	2,330,209.49	2,936,699.00	2,593,022.00
PARK AND BEACH LAND FUND							
Revenues							
440-33601	Other local government grants & aids	-	(45,038.00)	-	-	-	-
440-37101	Interest on investments	(14,415.12)	(26,073.00)	(13,082.38)	567.19	(6,500.00)	(6,500.00)
440-37102	Interest - Loans	(1,790.64)	(2,087.97)	(1,872.98)	(3,719.97)	(2,000.00)	(2,000.00)
440-37501	General donations	-	-	-	-	-	-
440-37504	Parkland dedication	(96,999.93)	(63,692.06)	(102,145.02)	(65,828.84)	(70,000.00)	(70,000.00)
440-39101	Sale of assets	-	-	-	-	-	-
Total		(113,205.69)	(136,891.03)	(117,100.38)	(68,981.62)	(78,500.00)	(78,500.00)
Expenditures							
440-44103-2390	Other repair & maintenance supplies	437.88	-	-	1,777.01	-	15,000.00
440-44103-3135	Engineering	2,076.42	76.82	213.68	780.15	-	-
440-44103-3490	Other repair & maintenance services	14,051.28	-	10,440.00	4,444.01	-	15,000.00
440-44103-4150	Reimbursable expense	-	-	-	-	-	-
440-44103-5110	Capital assets	-	116,069.59	128,950.38	121,976.38	50,000.00	20,000.00
440-44103-5120	Controllable assets	1,985.00	-	5,731.17	-	-	-
Total		18,550.58	116,146.41	145,335.23	128,977.55	50,000.00	50,000.00

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2018-2020, YTD MAY 2021, BUDGET FINAL 2021, PROPOSED 2022							
		ACTUAL			YTD	BUDGET	
		2018	2019	2020	Nov-21	2021	2022
PARKS EQUIPMENT FUND							
Revenues							
441-37101	Interest on investments	(1,634.84)	(1,629.18)	(1,553.59)	45.86	(800.00)	(200.00)
441-39101	Sale of assets	(5,000.00)	-	-	-	(15,000.00)	(6,000.00)
441-39301	Transfer from general fund	(36,000.00)	(38,000.00)	(38,000.00)	(36,666.63)	(40,000.00)	(40,000.00)
	Total	(42,634.84)	(39,629.18)	(39,553.59)	(36,620.77)	(55,800.00)	(46,200.00)
Expenditures							
441-44101-5110	Capital assets	29,291.24	-	96,951.21	-	28,000.00	45,000.00
441-44101-7170	Building inspection equipment transfer	-	-	-	-	-	-
	Total	29,291.24	-	96,951.21	-	28,000.00	45,000.00

CITY OF HAM LAKE



2022-2026

CAPITAL IMPROVEMENT PLAN

AND

EQUIPMENT REPLACEMENT PLAN

**City of Ham Lake
Street Overlays
2022 thru 2026**

	Total	Total by Type
2022 Fox Tail Ridge ('01 construction)	91,809	
Livgard Addn. ('00 construction)	52,753	
Trails End Shores ('00 construction)	24,786	
Concord Woods ('02 construction)	31,893	
Aberdeen Street: Baltimore Street to Fox Tail Ridge ('03 construction)	35,157	236,398
MSA - Polk St.: 173rd Ave. to Crosstown Blvd. ('01 Construction)	11,096	11,096
2023 Braastad Farms ('02 construction)	232,774	
Larson's Heritage Oaks 3rd Addition ('02 construction)	52,092	
Larson's Heritage Oaks 4th Addition ('02 construction)	58,868	
Larson's Heritage Oaks 5th Addition ('02 construction)	32,972	
Larson's Heritage Oaks 6th Addition ('02 construction)	91,491	
Prairie Creek ('02 construction)	45,991	
Radisson Meadows ('02 construction)	78,572	
White Oak Ridge ('02 construction)	65,252	658,011
MSA - Hastings St.: 149th Ave. to 153rd Ave. ('03 Construction)	80,698	80,698
2024 Clayton Park Estates ('03 construction)	84,477	
Cottages of Heritage Oaks ('03 construction)	82,410	
Deer Haven Hills 2nd Addition ('03 construction)	42,124	
Deer Haven Hills 3rd Addition ('03 construction)	55,706	
Eagle Ridge Estates South ('03 construction)	87,167	
Highland Bluffs ('03 construction)	229,154	
Highland Bluffs 2nd Addition ('03 construction)	125,715	
Landborg Industrial Park ('03 construction)	112,008	
Larson's Heritage Oaks West ('03 construction)	100,093	
Lever Street from 173rd Avenue to 177th Avenue ('03 construction)	87,594	
Nottingham Forest ('03 construction)	120,597	
Royal Woods ('03 construction)	79,425	
Woodland Bluffs ('03 construction)	37,072	
Woodland Bluffs 2nd Addition ('03 construction)	42,419	
Woodland Bluffs 3rd Addition ('03 construction)	344,568	2,369,239
MSA - Buchanan St from Constance Blvd to 165th Ave ('04 Construction)	48,228	48,228
2025 Hidden Forest West ('04 Construction)	125,318	
Hidden Forest West 2nd Addn. ('04 Construction)	119,456	
Naples Estates ('04 Construction)	137,920	
North Shore Addn. ('04 Construction)	32,703	
Polk St.: Constance Blvd. to 833' N ('04 Construction)	29,241	
Rosewood Addition ('04 Construction)	34,717	
W. Frontage Rd S. of Crosstown Blvd. (174th Ave/Central Ave/Johnson St) ('04 Construction)	91,041	570,396
MSA - Ulysses St.: 179th Ln. to 181st Ave. ('04 Construction)	38,057	38,057
2026 Deer Haven Hills 4th Addn. ('05 Construction)	83,872	
Deer Haven Hills 5th Addn. ('05 Construction)	8,151	
Deer Haven Hills 6th Addn. ('05 Construction)	25,466	
Hamlet Estates 2nd Addn. ('05 Construction)	17,766	
Naples Estates 2nd Addn. ('05 Construction)	45,298	
Serenity Meadows ('05 Construction)	60,698	
Stokes Addn. ('05 Construction)	8,113	
Westlund's Creekside ('05 Construction)	82,482	
Westlund's Creekside 2nd Addn. ('05 Construction)	112,418	444,264

ALL FUTURE STREET PROJECTS

Project Name	2022	2023	2024	2025	2026	Total
Overlay-non MSA streets and roads	236,398	658,011	2,369,239	570,396	444,264	4,278,308
Overlay-MSA streets and roads	11,096	80,698	48,228	38,057	-	178,079
Construction - Tippecanoe St: Constance Blvd to S	1,051,950					1,051,950
Construction - Polk St: 510' N of Constance to 165th Ave	547,165					
Reconstruction-Meadow Park, north of Constance Blvd ('99 Rehab, '77 Construct)	843,695					843,695
Reconstruction-Creek Valley ('02 Rehab, '87 Construct)	776,713					776,713
Reconstruction-MSA 181st Avenue from Concord Dr to 890' west of Hwy 65	449,400					449,400
Reconstruction-Idlewood 3rd Addition and 175th Lane W of Swedish Drive ('99 rehab, '82 construct)		718,070				718,070
Reconstruction-Crosstown Shopping Center ('98 rehab, '79 construct)			916,540			916,540
Reconstruction- MSA Chisholm St: Crosstown to Non-MSA Chisholm St ('98 rehab)			367,513			367,513
Participate in county project-MSA Bunker Lake Blvd (CSAH 116) from Jefferson Street to Hwy 65			367,513			367,513
Construction-MSA Jackson St., .16 miles north of McKay Dr. to .06 miles south of 154th Avenue			410,389			410,389
Reconstruction-Wildwood Park ('02 rehab, '87 construct)				1,033,563		1,033,563
Reconstruction- MSA Central Ave, 303 feet N of 149th Ave to 152nd Ave				609,520		609,520
Reconstruction-Ravenwood Estates ('98 rehab, '80 construct)					366,150	366,150
Total Projects	3,916,417	1,456,779	4,479,422	2,251,536	810,414	12,367,403
Total MSA Projects	460,496	80,698	1,193,643	647,577	-	2,382,414

City of Ham Lake
Capital Improvement & Equipment Replacement Plan
2022 thru 2026
Sources and Uses of Funds - Equipment Funds

	2022	2023	2024	2025	2026
410 General Government Equipment					
Beginning Balance	61,531	1,431	6,331	10,331	14,731
Revenues and other fund sources					
Interest	400	400	400	400	400
Transfer from general fund	5,500	5,500	5,000	5,000	5,000
Total revenue and other fund sources	5,900	5,900	5,000	5,400	5,400
Expenditures and uses					
Miscellaneous as needed	1,000	1,000	1,000	1,000	1,000
Replace electronic city sign	65,000	-	-	-	-
Total expenditures and uses	66,000	1,000	1,000	1,000	1,000
Ending Balance	1,431	6,331	10,331	14,731	19,131
411 Election Equipment					
Beginning Balance	2,619	1,919	2,419	2,419	2,919
Revenues and other fund sources					
Interest	100	100	100	100	100
Transfer from general fund	4,000	4,000	4,000	4,000	4,000
Total revenue and other fund sources	4,100	4,100	4,100	4,100	4,100
Expenditures and uses					
City's share of Anoka County's cost for election equipment	4,800	3,600	3,600	3,600	3,600
Total expenditures and uses	4,800	3,600	4,100	3,600	3,600
Ending Balance	1,919	2,419	2,419	2,919	3,419
412 Building Fund					
Beginning Balance	220,214	186,214	187,214	188,214	189,214
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Transfer from general fund	10,000	10,000	10,000	10,000	10,000
Total revenue and other fund sources	11,000	11,000	11,000	11,000	11,000
Expenditures and uses					
Miscellaneous as needed	10,000	10,000	10,000	10,000	10,000
Replace roof on Fire Station 2	35,000	-	-	-	-
Total expenditures and uses	45,000	10,000	10,000	10,000	10,000
Ending Balance	186,214	187,214	188,214	189,214	190,214

City of Ham Lake
Capital Improvement & Equipment Replacement Plan
2022 thru 2026
Sources and Uses of Funds - Equipment Funds

	2022	2023	2024	2025	2026
420 Fire Equipment					
Beginning Balance	1,500,800	(931,200)	(694,200)	(1,047,200)	(870,200)
Revenues and other fund sources					
Interest	8,000	7,000	7,000	7,000	7,000
Sale of assets-Utility Two (2006 Ford F250 crew cab)	10,000	-	-	-	-
Sale of assets-Engine Two (1999 Peterbilt/Custom)	-	40,000	-	-	-
Sale of Grass Two (2000 Ford F350)	-	-	-	10,000	-
Transfer from general fund	230,000	250,000	250,000	250,000	270,000
Total revenue and other fund sources	248,000	297,000	297,000	267,000	277,000
Expenditures and uses					
Construct Fire Station #3	1,600,000	-	-	-	-
Cascade System in Fire Station #3	10,000	-	-	-	-
Washer/Dryer in Fire Station #3	20,000	-	-	-	-
Addition of Engine 3	720,000	-	-	-	-
Remodel Bathrooms Fire Station 1	70,000	-	-	-	-
Addition of Rescue 3	260,000	-	-	-	-
Replace Utility Two (2006 Ford F250 crew cab)	-	60,000	-	-	-
Replace Engine Two (1999 Peterbilt/Custom)	-	-	650,000	-	-
Replace Grass Two (2000 Ford F350)	-	-	-	90,000	-
Total expenditures and uses	2,680,000	60,000	650,000	90,000	-
Ending Balance	(931,200)	(694,200)	(1,047,200)	(870,200)	(593,200)
421 Emergency Operations Center					
Beginning Balance	28,417	27,617	28,867	30,117	31,367
Revenues and other fund sources					
Interest	200	250	250	250	250
Transfer from general fund	-	2,000	2,000	2,000	2,000
Total revenue and other fund sources	200	2,250	2,250	2,250	2,250
Expenditures and uses					
Miscellaneous as needed	1,000	1,000	1,000	1,000	1,000
Total expenditures and uses	1,000	1,000	1,000	1,000	1,000
Ending Balance	27,617	28,867	30,117	31,367	32,617
422 Siren Replacement					
Beginning Balance	37,384	32,484	27,534	22,584	17,634
Revenues and other fund sources					
Interest	100	50	50	50	50
Total revenue and other fund sources	100	50	50	50	50
Expenditures and uses					
Siren repairs and upgrades	5,000	5,000	5,000	5,000	5,000
Total expenditures and uses	5,000	5,000	5,000	5,000	5,000
Ending Balance	32,484	27,534	22,584	17,634	12,684

City of Ham Lake
Capital Improvement & Equipment Replacement Plan
2022 thru 2026
Sources and Uses of Funds - Equipment Funds

	2022	2023	2024	2025	2026
428 Building Inspection Equipment					
Beginning Balance	2,266	10,266	18,266	25,266	33,266
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Future sale of assets	-	-	-	-	-
Transfer from general fund	7,000	7,000	7,000	7,000	7,000
Total revenue and other fund sources	8,000	8,000	7,000	8,000	8,000
Expenditures and uses					
Future purchase of Trucks	-	-	-	-	-
Total expenditures and uses	-	-	-	-	-
Ending Balance	10,266	18,266	25,266	33,266	41,266
430 Public Works Equipment					
Beginning Balance	186,630	32,630	(31,370)	(38,370)	(311,270)
Revenues and other fund sources					
Interest	1,000	1,000	1,000	100	100
Sale of 2006 Ford L8500 (#54)	15,000	-	-	-	-
Sale of 1999 Gilcrest 813RT Paver (#102)	5,000	-	-	-	-
Sale of 2008 John Deer 544J loader (#71)	-	15,000	-	-	-
Sale of 2001 Elgin Street Sweeper (# 68)	-	-	10,000	-	-
Sale of 2001 Ford F350 Crew Cab (#77)	-	-	7,000	-	-
Sale of 1987 CAT 140G Grader (#57)	-	-	-	1,000	-
Sale of Wacker Roller (#60)	-	-	-	1,000	-
Sale of 1998 Ford Tandem Truck (#81)	-	-	-	15,000	-
Sale of 2011 Ford F350 (#70)	-	-	-	-	7,000
Sale of 2009 Ford F450 (#74)	-	-	-	-	7,000
Sale of 2012 Ford F450 with Box & Hoist (#78)	-	-	-	-	7,000
Sale of 2000 Freightliner FL70 Patch Truck (#90)	-	-	-	-	7,000
Transfer from general fund	150,000	170,000	170,000	180,000	180,000
Total revenue and other fund sources	171,000	186,000	188,000	197,100	208,100
Expenditures and uses					
Replace 2006 Ford L8500 (#54)	250,000	-	-	-	-
Replace 1999 Gilcrest 813RT Paver (#102)	75,000	-	-	-	-
Replace 2008 John Deer 544J loader (#71)	-	250,000	-	-	-
Replace 2001 Elgin Street Sweeper (# 68)	-	-	150,000	-	-
Replace 2001 Ford F350 Crew Cab (#77)	-	-	45,000	-	-
Replace 1987 CAT 140G Grader (#57)	-	-	-	200,000	-
Replace Wacker Roller (#60)	-	-	-	20,000	-
Replace 1998 Ford Tandem Truck (#81)	-	-	-	250,000	-
Replace 2011 Ford F350 (#70)	-	-	-	-	45,000
Replace 2009 Ford F450 (#74)	-	-	-	-	65,000
Replace 2012 Ford F450 with Box & Hoist (#78)	-	-	-	-	65,000
Replace 2000 Freightliner FL70 Patch Truck (#90)	-	-	-	-	75,000
Total expenditures and uses	325,000	250,000	195,000	470,000	250,000
Ending Balance	32,630	(31,370)	(38,370)	(311,270)	(353,170)

City of Ham Lake
Capital Improvement & Equipment Replacement Plan
2022 thru 2026
Sources and Uses of Funds - Equipment Funds

	2022	2023	2024	2025	2026
440 Park and Beach Land Fund					
Beginning Balance	1,084,012	1,040,512	996,512	952,512	908,512
Revenues and other fund sources					
Interest	6,500	6,000	6,000	6,000	6,000
Metropolitan Council grant-trail-Bunker Lake Blvd west of Jefferson Parkland dedications	unknown	unknown	unknown	unknown	unknown
Total revenue and other fund sources	6,500	6,000	6,000	6,000	6,000
Expenditures and uses					
Miscellaneous park improvements	30,000	30,000	30,000	30,000	30,000
Future park and trail development	20,000	20,000	20,000	20,000	20,000
Total expenditures and uses	50,000	50,000	50,000	50,000	50,000
Ending Balance	1,040,512	996,512	952,512	908,512	864,512
441 Park Equipment					
Beginning Balance	53,932	55,932	60,132	50,332	73,532
Revenues and other fund sources					
Sale of 2013 John Deer X950R Mower with 14-Bushel Dump (#53)	6,000	-	-	-	-
Sale of 2018 John Deer 1580 Mower - 72" Deck & Canopy (#62)	-	6,000	-	-	-
Sale of 2017 Bobcat 5600-T4 Toolcat (#47)	-	-	7,000	-	-
Sale of 2005 John Deer Pro Gator 2020 (#51)	-	-	-	1,000	-
Sale of Smith Co. Ballfield Groomer (#66)	-	-	-	1,000	-
Sale of Toro 36" Floating Deck Mower (#46)	-	-	-	-	1,000
Sale of 1994 Top - Utility Trailer (#107)	-	-	-	-	500
Transfer from general fund	40,000	42,000	42,000	42,000	44,000
Total revenue and other fund sources	47,000	49,200	50,200	45,200	46,700
Expenditures and uses					
Replace 2013 John Deer X950R Mower with 14-Bushel Dump (#53)	45,000	-	-	-	-
Replace 2018 John Deer 1580 Mower - 72" Deck & Canopy (#62)	-	45,000	-	-	-
Replace 2017 Bobcat 5600-T4 Toolcat (#47)	-	-	60,000	-	-
Replace 2005 John Deer Pro Gator 2020 (#51)	-	-	-	12,000	-
Replace Smith Co. Ballfield Groomer (#66)	-	-	-	10,000	-
Replace Toro 36" Floating Deck Mower (#46)	-	-	-	-	6,000
Replace 1994 Top - Utility Trailer (#107)	-	-	-	-	5,000
Total expenditures and uses	45,000	45,000	60,000	22,000	11,000
Ending Balance	55,932	60,132	50,332	73,532	109,232

**City of Ham Lake
Capital Improvement & Equipment Replacement Plan
2022 thru 2026
General Fund Capital Outlay by Department**

	2022	2023	2024	2025	2026	Total
41701 General Government & Elections	9,500	9,500	9,000	9,000	9,000	46,000
41702 General Building	10,000	10,000	10,000	10,000	10,000	50,000
42201 Fire Department	230,000	250,000	250,000	250,000	250,000	1,230,000
42301 EOC	-	2,000	2,000	2,000	2,000	8,000
42401 Building Department Equipment	7,000	7,000	7,000	7,000	7,000	35,000
43101 Public Works Equipment	150,000	170,000	170,000	180,000	170,000	840,000
43101 Revolving Street Fund	900,000	950,000	1,000,000	1,050,000	1,100,000	5,000,000
44101 Parks Equipment	40,000	42,000	42,000	42,000	42,000	208,000
TOTAL	1,346,500	1,440,500	1,490,000	1,550,000	1,340,000	7,167,000

General fund capital outlay in departments includes small equipment that is not budgeted in the equipment funds. The unspent amounts have historically been transferred to the equipment funds at year end.



CITY OF HAM LAKE

2022 Proposed Budget and Capital Improvement Plan

December 6th, 2021

Presented by Andrea Murff, Finance Director

Budget Process

Budget Workshop – August 2021

Preliminary Levy and Budget Adoption – September 7th, 2021

Final Levy and Budget Adoption - December 6, 2021

Submission to County for Certification due by December 28, 2021



Tax Rate and Fiscal Disparities

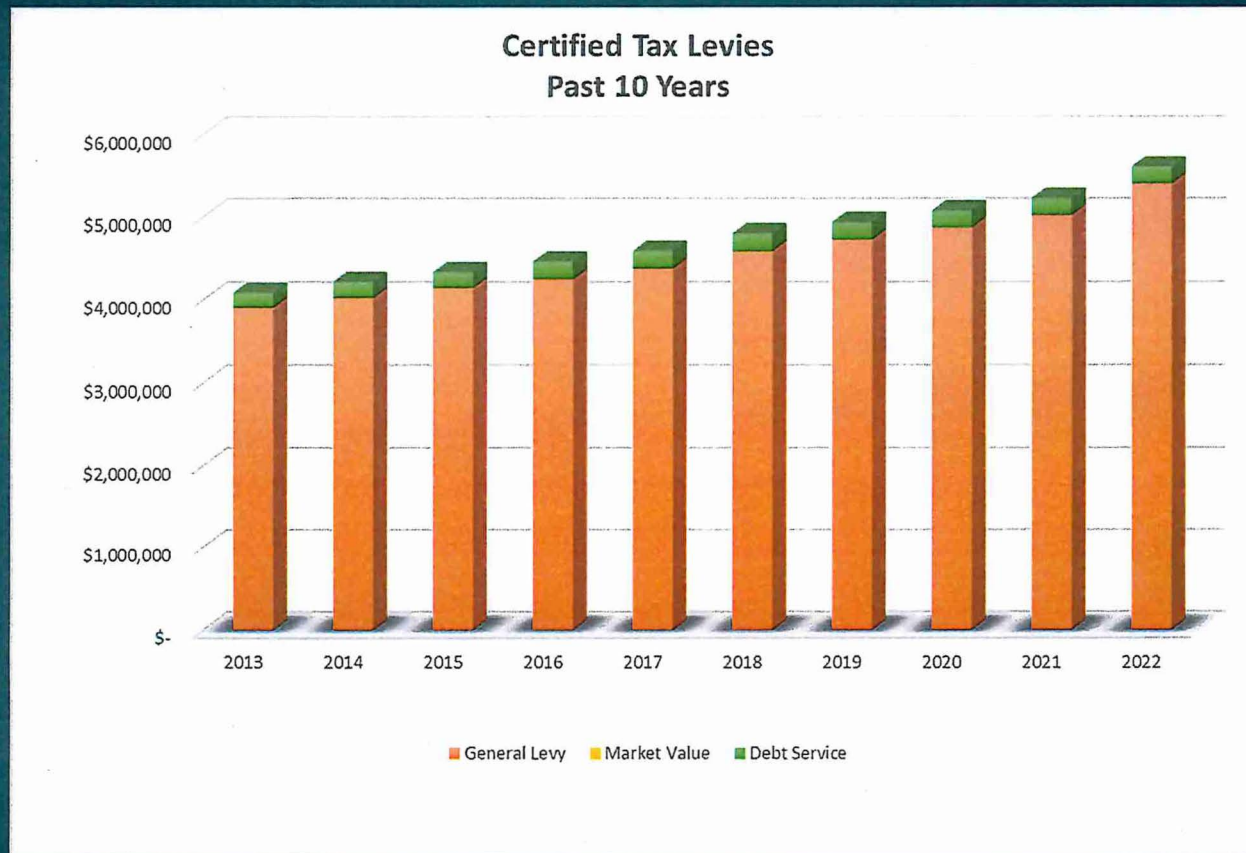
- ▶ Tax Rate or Tax Capacity Rate = Tax Levy dollars divided by the Tax Capacity of all Properties within the City, plus or minus fiscal disparities.
- ▶ Fiscal Disparities = Seven County Metro Area re-allocation of tax capacity resources depending on types of homes or businesses in your City.

Proposed Property Tax Levy

CITY OF HAM LAKE
 PROPERTY TAX LEVY - ALL FUNDS
 COMPARISON OF PROPERTY TAXES

Program or service	<u>2021 Levied</u>	<u>2022 Requested</u>	<u>Increase / Decrease</u>	<u>% Change</u>
Base Levy				
General fund	\$ 5,008,821	\$ 5,391,443	\$ 382,622	7.64%
Economic Development Authority	-	-	-	0.00%
Debt Service				
2010A GO Capital Improvement	209,521	209,416	(105)	-0.05%
Total Property Taxes	<u>\$ 5,218,342</u>	<u>\$ 5,600,859</u>	<u>\$ 382,517</u>	<u>7.33%</u>

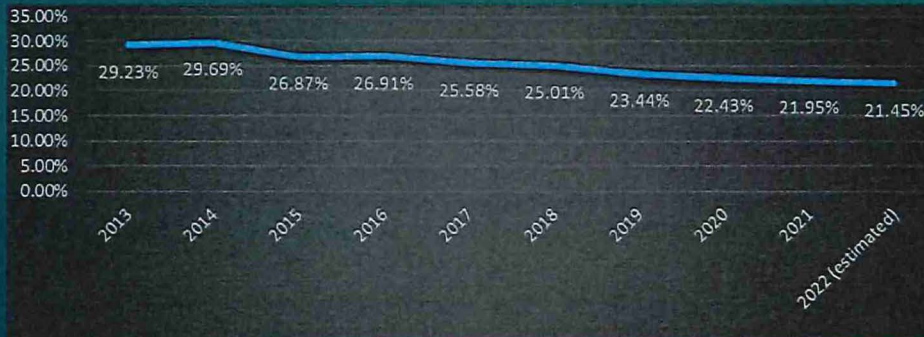
Certified Tax Levy History



Tax Rate Calculation History

CITY OF HAM LAKE TAX RATE CALCULATION

	Payable 2020	Payable 2021	Payable 2022
Tax Capacity	21,352,780	22,483,404	24,682,146
FD Contribution	(1,178,443)	(1,234,354)	(1,326,698)
Net Tax Capacity	20,174,337	21,249,050	23,355,448
Certified Levy	5,066,994	5,218,342	5,600,859
FD Distribution	(542,880)	(553,732)	(590,317)
Local Levy	4,524,114	4,664,610	5,010,542
	2020	2021	2022
City Tax Rate	22.425%	21.952%	21.453%



Impact on Homeowners

<u>Value of Home</u>	<u>2020 Actual</u>	<u>2021 Actual</u>	<u>2022 Estimated</u>	<u>\$ Increase / (decrease)</u>	<u>% Increase / (decrease)</u>
\$ 250,000	\$ 561	\$ 549	\$ 536	(12)	-2.27%
350,000	785	\$ 768	\$ 751	(17)	-2.27%
440,000 *	987	\$ 966	\$ 944	(22)	-2.27%
550,000	1,233	\$ 1,207	\$ 1,180	(27)	-2.27%
650,000	1,458	\$ 1,427	\$ 1,394	(32)	-2.27%

* Average Home Taxable Market Value - 2021

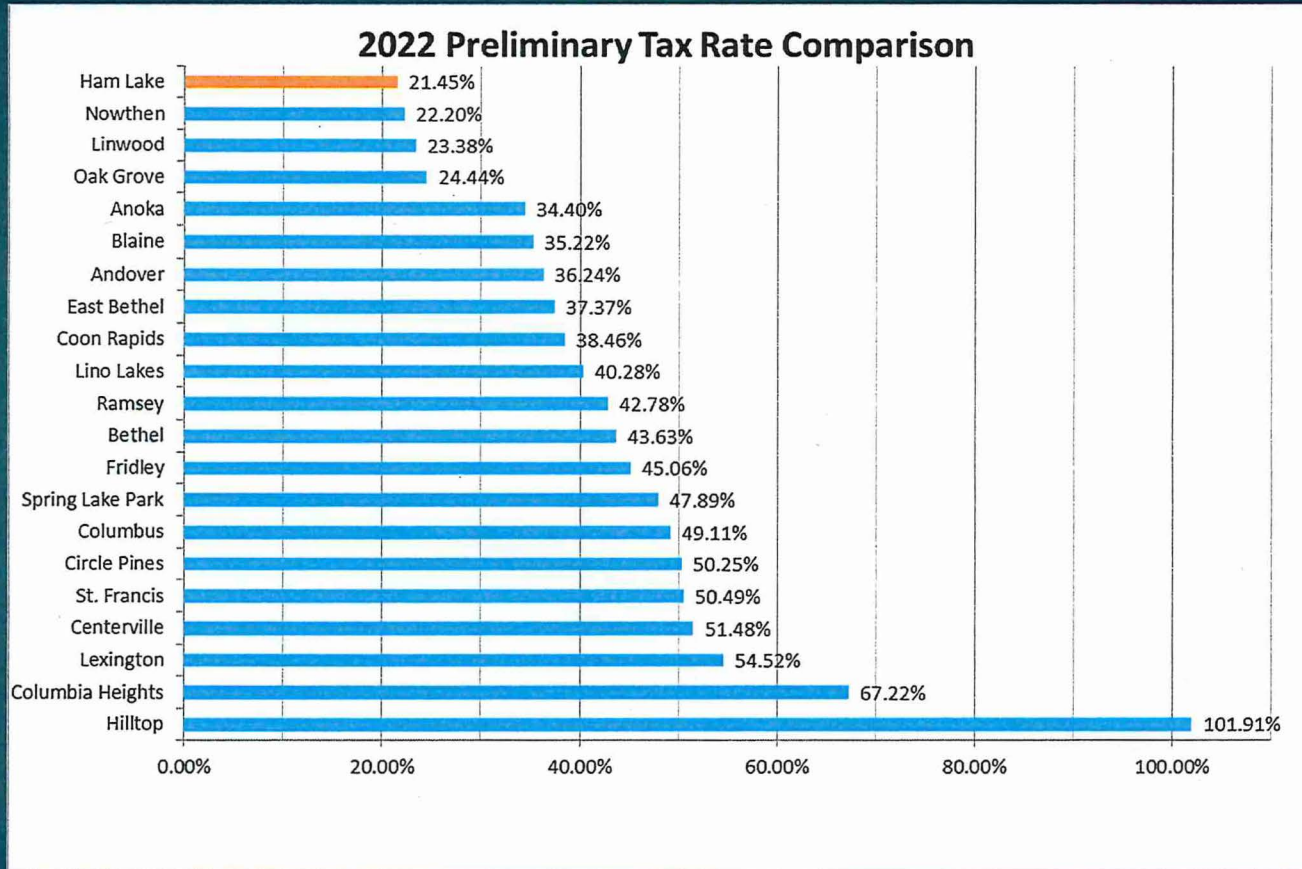
Where do my taxes go?

- ▶ Property Taxes are split amongst the local government units that are within your taxing district. These include Anoka County, School District, Met Council, County HRA, Watershed Districts, and the City of Ham Lake.

City of Ham Lake	Anoka County	Anoka Henn School Dist.	Other
\$0.22	\$0.32	\$0.42	\$0.04



Where do we compare?



General Fund Budget

- ▶ The General Fund pays for the day-to-day operations of the City, including police and fire, street and building maintenance, parks, and administration.

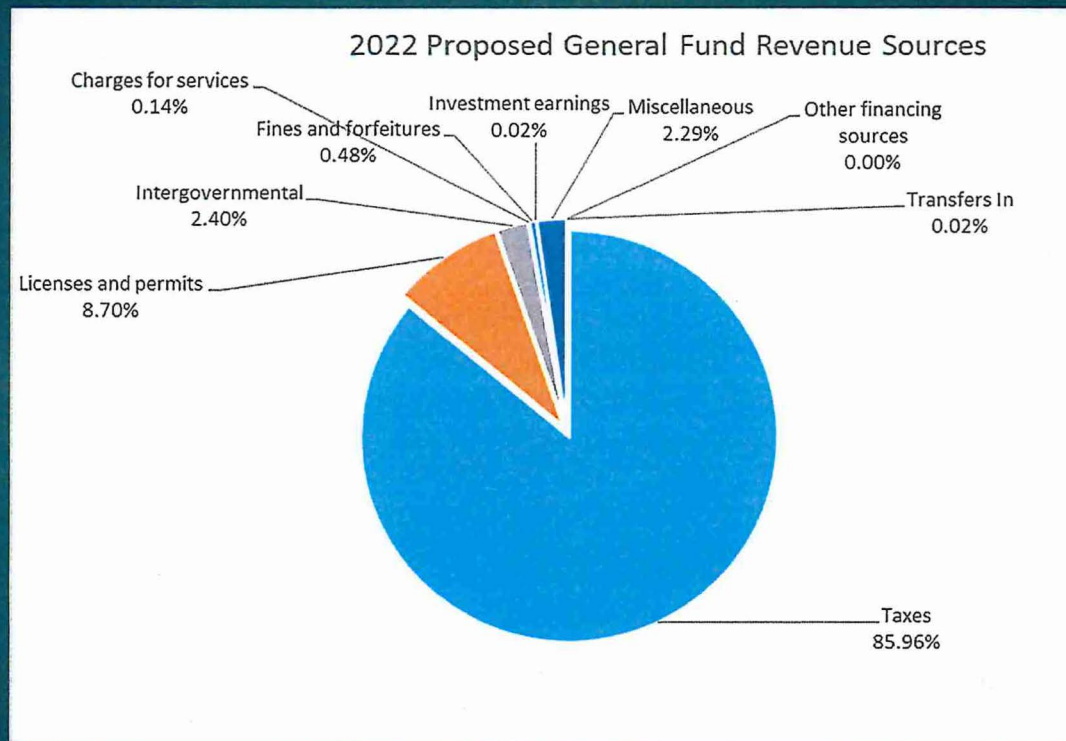


General Fund Revenues

CITY OF HAMLAKE 2019 PROPOSED GENERAL FUND REVENUE SOURCES

	<u>Actual</u>		<u>Budget</u>		<u>Proposed</u>		<u>Percent</u>
	<u>2020</u>		<u>2021</u>		<u>2022</u>		<u>Of Change</u>
Taxes	\$ 4,844,172	\$	5,036,071	\$	5,418,693		8%
Licenses and permits	570,475		448,250		548,600		22%
Intergovernmental	201,127		151,000		151,000		0%
Charges for services	12,050		6,185		8,885		44%
Fines and forfeitures	22,131		30,000		30,000		0%
Investment earnings	30,842		10,000		1,000		-90%
Miscellaneous	174,916		146,313		144,140		-1%
Other financing sources	209,309		-		-		0%
Transfers In	1,350		1,200		1,200		0%
Total Revenue	\$ 6,066,372	\$	5,829,019	\$	6,303,518		-17.00%

General Fund Revenues



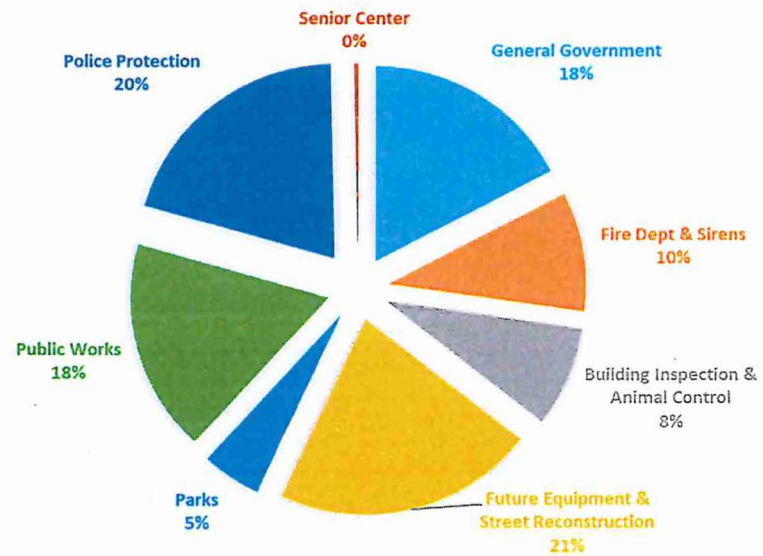
General Fund Expenditures

CITY OF HAMLAKE 2019 PROPOSED GENERAL FUND EXPENDITURES BY DEPARTMENT

	Actual 2020	Budget 2021	Proposed 2022	Percent Change
Council	\$ 92,066	\$ 81,252	\$ 76,979	-5.26%
Ordinances	1,689	4,700	5,100	8.51%
Administration	146,389	161,075	161,440	0.23%
Clerk	128,812	119,642	118,328	-1.10%
Elections	28,763	-	28,719	0.00%
Finance	241,892	223,586	238,044	6.47%
Auditing	22,570	27,930	28,900	3.47%
Assessing	78,236	77,000	78,500	1.95%
Prosecutions	78,000	78,000	78,000	0.00%
Planning & zoning	60,507	91,292	94,145	3.13%
General government	59,180	76,101	76,762	0.87%
General govt buildings	144,756	35,975	38,075	5.84%
City sign	2,591	2,779	2,913	4.81%
Information Technology	41,077	43,258	52,527	21.43%
Police protection	947,412	1,081,547	1,276,917	18.06%
Fire department	415,911	546,314	578,205	5.84%
Fire stations	28,283	30,760	34,630	12.58%
Emergency operations center	2,000	-	-	0.00%
Sirens	8,965	9,148	9,187	0.43%
Building inspection	352,874	302,645	428,898	41.72%
Animal control	4,650	4,150	3,150	-24.10%
Public works	686,160	856,094	910,582	6.36%
Public works building	32,346	25,800	36,730	42.36%
Snow & ice removal	92,337	79,700	86,190	8.14%
Stormwater drainage	6,214	2,000	4,000	100.00%
Stormwater-WMOs	17,555	12,750	12,750	0.00%
Signs & signals	16,559	21,000	21,000	0.00%
Utility/ROW	48,798	22,000	40,000	81.82%
Parks	195,170	268,471	286,879	6.86%
Park Buildings	9,916	16,850	16,850	0.00%
Senior Center	4,314	5,861	7,428	26.73%
Senior Center Building	13,540	13,540	13,990	3.32%
Misc/unallocated	110,997	115,000	111,200	-3.30%
Transfers Out	1,270,000	1,301,000	1,346,500	3.50%
Total Expenditures	5,390,528	5,737,220	6,303,518	9.87%

General Fund Expenditures

2022 GENERAL FUND PROPOSED EXPENDITURES BY DEPT



General Fund Transfers Out

	2021	2022	
	Budget	Proposed	Change
General Government Equipment Fund	5,000.00	5,500.00	500.00
Election Equipment Fund	4,000.00	4,000.00	-
Building Fund	10,000.00	10,000.00	-
Fire Equipment Fund	230,000.00	230,000.00	-
Emergency Operations Fund	2,000.00	-	(2,000.00)
Building Inspection Fund	10,000.00	7,000.00	(3,000.00)
Revolving Street Fund	850,000.00	900,000.00	50,000.00
Public Works Equipment Fund	150,000.00	150,000.00	-
Parks Equipment Fund	40,000.00	40,000.00	-
Total	1,301,000.00	1,346,500.00	45,500.00

Fund Balance – General

- ▶ **Fund balance policy:** “The City will strive to maintain an unassigned fund balance in the range of 35-50% of the next year’s budgeted expenditures, including transfers.”
- ▶ The fund balance at the end of 2020 to 2021 budgeted expenditures was 65.4%. Budgeted Fund Balance at the end of 2021 based on 2022 proposed expenditures would be 60.9%.
- ▶ The 2022 budget is a balanced budget where the revenues equal the expenditures, so there will be no change to the City’s reserves.

Capital Improvement and Replacement 2022-2026





What is a Capital Improvement Plan?

- ▶ A short-range plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule, and identifies options for financing the plan (Wikipedia)
- ▶ It does not authorize future expenditures
- ▶ Council must authorize each item prior to spending, in accordance with the City's purchasing policy.

2022 Capital Improvement and Equipment Replacement

General Government Equipment	
Replace Electronic Sign	\$ 65,000
Election Equipment	
City's share of Anoka County's cost for election equipment	\$ 4,800
Building Fund	
Replace roof on Fire Station 2	\$ 35,000
Fire Equipment	
Construct Fire Station #3	1,600,000
Cascade System in Fire Station #3	10,000
Washer/Dryer in Fire Station #3	20,000
Addition of Engine 3	720,000
Remodel Bathrooms Fire Station 1	70,000
Addition of Rescue 3	260,000
Public Works Equipment	
Replace 2006 Ford L8500 (#54)	250,000
Replace 1999 Gilcrest 813RT Paver (#102)	75,000
Park and Beach Land Fund	
Miscellaneous park improvements	\$ 30,000
Future park and trail development	\$ 20,000
Park Equipment	
Replace 2013 John Deer X950R Mower with 14-Bushel Dump (#53)	\$ 45,000

Revolving Street Fund

2022 Street Overlays

Fox Tail Ridge ('01 construction)	91,809
Livgard Addn. ('00 construction)	52,753
Trails End Shores ('00 construction)	24,786
Concord Woods ('02 construction)	31,893
Aberdeen Street: Baltimore Street to Fox Tail Ridge ('03 construction)	35,157
MSA - Polk St.: 173rd Ave. to Crosstown Blvd. ('01 Construction)	11,096

2022 Street Projects

Overlay-non MSA streets and roads	236,398
Overlay-MSA streets and roads	11,096
Construction - Tippecanoe St: Constance Blvd to S	1,051,950
Construction - Polk St: 510' N of Constance to 165th Ave	547,165
Reconstruction-Meadow Park, north of Constance Blvd ('99 Rehab, '77 Construct)	843,695
Reconstruction-Creek Valley ('02 Rehab, '87 Construct)	776,713
Reconstruction-MSA 181st Avenue from Concord Dr to 890' west of Hwy 65	449,400

ANY
QUESTIONS

QUESTIONS



CITY OF HAM LAKE

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

NOTICE OF PUBLIC HEARING VACATION OF PUBLIC LAND

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held before the Ham Lake City Council December 6, 2021 at 6:02 p.m. in the City Council Chambers, City Hall, 15544 Central Avenue NE, Ham Lake, Minnesota 55304, to hear comments and questions concerning the proposed vacation of the following described land within the City of Ham Lake, Minnesota:

EASEMENT TO BE VACATED:

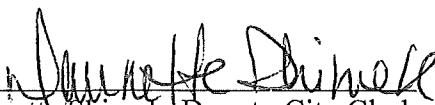
A 20 foot wide drainage and utility easement under, over, and across the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Township 32, Range 23, Anoka County, Minnesota.

The centerline of said easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter of Section 13; thence northerly along the west line of said Northwest Quarter of the Southeast Quarter on an assumed bearing of North 00 degrees 03 minutes 45 seconds East, a distance of 200.00 feet; thence South 88 degrees 38 minutes 41 seconds East, a distance of 50.01 feet to the easterly right of way line of Lexington Avenue and the point of beginning of the centerline to be described; thence South 82 degrees 32 minutes 12 seconds East, a distance of 1258.84 feet to the east line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 01 minute 27 seconds West, along said east line of the Northwest Quarter of the Southeast Quarter, a distance of 661.29 feet and said centerline there terminating.

Said hearing is conducted pursuant to Minnesota Statutes Chapter 412.851.

Dated: November 18, 2021


Dawnette Shimek, Deputy City Clerk

Posted at City Hall between the dates of November 16, 2021 and December 6, 2021

Published in the Star Tribune on November 18, 2021.

PLEASE SEE REVERSE SIDE FOR SITE MAP

RESOLUTION NO. 21-XX

WHEREAS, a public hearing was held before the Ham Lake City Council on the 6th day of December, 2021 at 6:02 p.m. to consider the proposed vacation of certain lands within the City of Ham Lake;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ham Lake, that the following described property be vacated;

EASEMENT TO BE VACATED:

A 20 foot wide drainage and utility easement under, over, and across the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Township 32, Range 23, Anoka County, Minnesota.

The centerline of said easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter of Section 13; thence northerly along the west line of said Northwest Quarter of the Southeast Quarter on an assumed bearing of North 00 degrees 03 minutes 45 seconds East, a distance of 200.00 feet; thence South 88 degrees 38 minutes 41 seconds East, a distance of 50.01 feet to the easterly right of way line of Lexington Avenue and the point of beginning of the centerline to be described; thence South 82 degrees 32 minutes 12 seconds East, a distance of 1258.84 feet to the east line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 01 minute 27 seconds West, along said east line of the Northwest Quarter of the Southeast Quarter, a distance of 661.29 feet and said centerline there terminating.

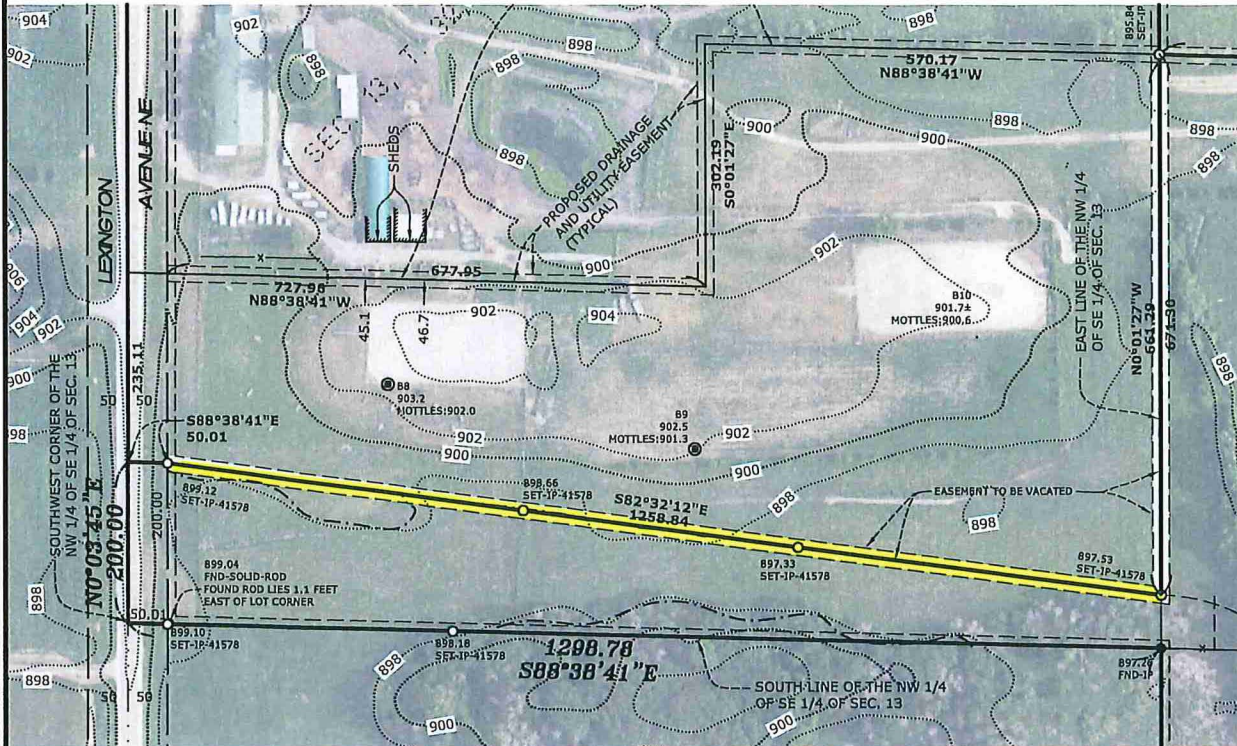
Adopted by the City Council of the City of Ham Lake this 6th day of December, 2021.

Gary Kirkeide, Acting Mayor

Denise Webster, City Clerk

EASEMENT SKETCH AND DESCRIPTION

~Applicant~ CHAD JOHNSON



EASEMENT TO BE VACATED:

A 20 foot wide drainage and utility easement under, over, and across the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Township 32, Range 23, Anoka County, Minnesota.

The centerline of said easement is described as follows:

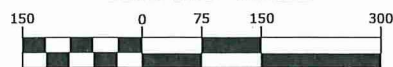
Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter of Section 13; thence northerly along the west line of said Northwest Quarter of the Southeast Quarter on an assumed bearing of North 00 degrees 03 minutes 45 seconds East, a distance of 200.00 feet; thence South 88 degrees 38 minutes 41 seconds East, a distance of 50.01 feet to the easterly right of way line of Lexington Avenue and the point of beginning of the centerline to be described; thence South 82 degrees 32 minutes 12 seconds East, a distance of 1258.84 feet to the east line of said Northwest Quarter of the Southeast Quarter of the Southeast Quarter; thence North 00 degrees 01 minute 27 seconds West, along said east line of the Northwest Quarter of the Southeast Quarter, a distance of 661.29 feet and said centerline there terminating.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES EASEMENT TO BE VACATED - (AREA = 38,401 S.F.)



GRAPHIC SCALE



1 INCH = 150 FEET

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

By:
Minnesota License No. 41578

Dated 10th day of November 2020.

DATUM: Anoka		JOB NO. 201046PP	
REVISIONS		SCALE: 1" = 150'	
1		DATE: 11-10-21	
2		DRAWN BY: BCD	
3		CREW: BH/TL	
NO.	DATE	DESCRIPTION	BY

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

RESOLUTION NO. 21-40

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

EASEMENT TO BE VACATED:

A 20 foot wide drainage and utility easement under, over, and across the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 13, Township 32, Range 23, Anoka County, Minnesota.

The centerline of said easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter of Section 13; thence northerly along the west line of said Northwest Quarter of the Southeast Quarter on an assumed bearing of North 00 degrees 03 minutes 45 seconds East, a distance of 200.00 feet; thence South 88 degrees 38 minutes 41 seconds East, a distance of 50.01 feet to the easterly right of way line of Lexington Avenue and the point of beginning of the centerline to be described; thence South 82 degrees 32 minutes 12 seconds East, a distance of 1258.84 feet to the east line of said Northwest Quarter of the Southeast Quarter; thence North 00 degrees 01 minute 27 seconds West, along said east line of the Northwest Quarter of the Southeast Quarter, a distance of 661.29 feet and said centerline there terminating.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ham Lake, that the City Clerk is directed to post in a conspicuous place in the City Hall between the dates of November 16, 2021 and December 6, 2021, and to cause publication of a NOTICE OF PUBLIC HEARING, a copy of which is attached to this Resolution, for a public hearing to be held on December 6, 2021, with publication to occur in the Star Tribune on November 18, 2021.

Adopted by the City Council of the City of Ham Lake this 15th day of November, 2021.


Gary Kirkeide, Acting Mayor


Denise Webster, City Clerk



Chad Johnson Lot Line Adjustment.xlsx

Name	Company	Address	City	State	Zip
PIN: 13-32-23-24-0020	BAUTCH, SCOTT	4526 161ST AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-13-0003	BUNNELLE WILLIAM L & SARAH	16137 LEXINGTON AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-13-0004	BUNNELLE WILLIAM L & SARAH	16137 LEXINGTON AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-14-0003	BUNNELLE WILLIAM L & SARAH	16137 LEXINGTON AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-24-0021	DRUCKER, BRANDON	4544 161ST AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-34-0001	HOFFMAN WARREN A & DIANNE M	15740 LEXINGTON AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-42-0001	JOHNSON CHAD E	3509 137TH LN NE	HAM LAKE	MN	55304
PIN: 13-32-23-44-0002	JOHNSON CHAD E	3509 137TH LN NE	HAM LAKE	MN	55304
PIN: 13-32-23-24-0017	JOHNSON, MILDRED	49675 EAST SHORE RD	BARNES	WI	54873
PIN: 13-32-23-14-0002	KLECKER, JOSEPH W	4633 161ST LN NE	HAM LAKE	MN	55304
PIN: 13-32-23-31-0003	KOHLER FARMS FAMILY LIMITED PARTNERSHIP	1774 HERON LANE	MOUND	MN	55364
PIN: 13-32-23-31-0002	KOHLER FARMS FAMILY LIMITED PARTNERSHIP	1774 HERON LANE	MOUND	MN	55364
PIN: 13-32-23-43-0001	OLSEN DONALD D	15729 LEXINGTON AVE NE	HAM LAKE	MN	55304
PIN: 13-32-23-41-0002	PETERSON TRUSTEE, PATRICIA K	16033 LEXINGTON AVE NE	HAM LAKE	MN	55304

13-32-23-24-0020
BAUTCH, SCOTT
4526 161ST AVE NE
HAM LAKE, MN 55304

13-32-23-34-0001
HOFFMAN WARREN A & DIAN
15740 LEXINGTON AVE NE
HAM LAKE, MN 55304

13-32-23-14-0002
KLECKER, JOSEPH W
4633 161ST LN NE
HAM LAKE, MN 55304

13-32-23-41-0002
PETERSON TRUSTEE, PATRICIA
16033 LEXINGTON AVE NE
HAM LAKE, MN 55304

13-32-23-13-0003
BUNNELLE WILLIAM L & SARA
16137 LEXINGTON AVE NE
HAM LAKE, MN 55304

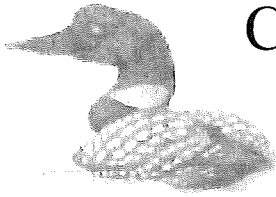
13-32-23-44-0002
JOHNSON CHAD E
3509 137TH LN NE
HAM LAKE, MN 55304

13-32-23-31-0003
KOHLER FARMS FAMILY PART
1774 HERON LANE
MOUND , MN 55364

13-32-23-24-0021
DRUCKER, BRANDON
4544 161ST AVE NE
HAM LAKE, MN 55304

13-32-23-24-0017
JOHNSON, MILDRED
49675 EAST SHORE RD
BARNES, WI 54873

13-32-23-43-0001
OLSEN DONALD D
15729 LEXINGTON AVE NE
HAM LAKE, MN 55304



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 MINUTES MONDAY, NOVEMBER 15, 2021

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, November 15, 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: Acting Mayor Gary Kirkeide and Councilmembers Jim Doyle and Brian Kirkham

MEMBERS ABSENT: Mayor Mike Van Kirk and Councilmember Jesse Wilken

OTHERS PRESENT: City Administrator, Denise Webster

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

Acting Mayor Kirkeide 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 – None

4.0 CONSENT AGENDA

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

4.1 Approval of minutes of November 1, 2021

4.2 Approval of claims in the amount of \$372,913.47

4.3 Approval of Resolution No. 21-40 scheduling a public hearing vacating a portion of the drainage and utility easement in Section 13

Motion by Kirkham, seconded by Doyle, to approve the November 15, 2021 Consent Agenda as written. All present in favor, motion carried.

5.0 PLANNING COMMISSION RECOMMENDATIONS – None

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES – None

8.0 CITY ATTORNEY – None

9.0 CITY ENGINEER – None

10.0 CITY ADMINISTRATOR – None

11.0 COUNCIL BUSINESS

11.1 Committee Reports – None

11.2 Announcements and future agenda items – None

Motion by Kirkham, seconded by Kirkeide, to adjourn the meeting at 6:02 p.m. All present in favor, motion carried.

Denise Webster, City Administrator

**CITY OF HAM LAKE
CLAIMS SUBMITTED TO COUNCIL
December 6, 2021**

CITY OF HAM LAKE

EFTS, CHECKS, AND BANK DRAFTS	11/18/21 - 12/08/21	
EFT	# 1562 - 1574	\$ 8,586.20
CHECKS	# 63508 - 63550	\$ 136,186.06
BANK DRAFTS	DFT0002283 - DFT0002293	\$ 50,986.19
TOTAL EFTS, CHECKS, AND BANK DRAFTS		<u>\$ 195,758.45</u>
PAYROLL CHECKS		
11/19/21		\$ 46,220.80
12/03/21		\$ 34,697.68
TOTAL PAYROLL CHECKS		<u>\$ 80,918.48</u>
TOTAL OF ALL PAYMENTS		<u>\$ 276,676.93</u>
VOID CHECKS		
CHECKS		\$ -
		\$ -
		\$ -

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 6TH DAY OF DECEMBER 2021

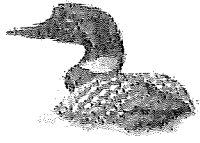
MAYOR

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER



Payment Dates 11/18/2021 - 12/8/2021

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1562	OPTUM BANK - 6011	Health Savings Account-6011	Flexible spending	100-21705	54.17
1563	WELLS FARGO - 6003	Health Savings Account-6003	Flexible spending	100-21705	375.00
1564	OPTUM BANK - 6011	Health Savings Account-6011	Flexible spending	100-21705	54.17
1565	WELLS FARGO - 6003	Health Savings Account-6003	Flexible spending	100-21705	375.00
1566	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	111.63
1566	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1566	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	111.63
1566	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1566	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1566	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-44101-2210	111.63
1566	ARAMARK UNIFORM & CAREE	AC LOSS CHARGE	Clothing & personal protectiv	100-44101-2210	414.00
1566	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1566	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-44101-2210	111.63
1567	BRODIN PRESS	DEC HAM LAKER	Editing	211-41704-3125	900.00
1568	CMT JANITORIAL SERVICES	SHERIFF'S OFFICE CLEANING	Cleaning service	100-41702-3430	130.00
1568	CMT JANITORIAL SERVICES	CITY HALL CLEANING	Cleaning service	100-41702-3430	520.00
1568	CMT JANITORIAL SERVICES	FIRE #2 CLEANING	Cleaning service	100-42202-3430	128.00
1568	CMT JANITORIAL SERVICES	FIRE #1 CLEANING	Cleaning service	100-42202-3430	136.00
1568	CMT JANITORIAL SERVICES	PW CLEANING	Cleaning service	100-43104-3430	125.00
1568	CMT JANITORIAL SERVICES	SR CENTER CLEANING	Cleaning service	100-44202-3430	254.00
1569	DELTA DENTAL PLAN OF MINN	DEC DK COBRA	COBRA receivable	100-11502	42.00
1569	DELTA DENTAL PLAN OF MINN	DECEMBER DENTAL	Flexible spending	100-21705	957.90
1570	FASTENAL	NYLOCKS	Operating supplies	100-43101-2290	2.77
1571	HOTSY MINNESOTA	SOAP/NOZZLES	Operating supplies	100-43101-2290	561.81
1571	HOTSY MINNESOTA	COIL REPAIR	Building repair & maintenanc	100-43104-3420	1,814.70
1572	O'REILLY AUTOMOTIVE STORE	VENTSTIK & GOO GONE	Operating supplies	100-43101-2290	15.98
1572	O'REILLY AUTOMOTIVE STORE	QUILL COMBO	Operating supplies	100-43101-2290	15.71
1572	O'REILLY AUTOMOTIVE STORE	HYD FLUID	Operating supplies	100-43101-2290	91.12
1572	O'REILLY AUTOMOTIVE STORE	#122 TRAILER CABLES	Equipment parts & supplies	100-43101-2320	197.00
1572	O'REILLY AUTOMOTIVE STORE	#85 BRAKE PADS & ROTORS	Vehicle parts & supplies	100-42401-2340	177.07
1573	STAR TRIBUNE MEDIA COMPA	2022 BUDGET HEARING	Legal notices/publications/bid	100-41101-3950	24.89
1573	STAR TRIBUNE MEDIA COMPA	CHAD JOHNSON M&B VACATI	Legal notices/publications/bid	890-90001-3950	90.39
1574	WICK COMMUNICATIONS-LEA	DEC HAM LAKER	Printing	211-41704-3970	635.00
63508	AIR MECHANICAL	FIRE #1 BOILER REPAIR	Building repair & maintenanc	100-42202-3420	1,125.00
63509	ALLINA HEALTH SYSTEMS	4TH QTR MEDICAL DIRECTORS	Medical directorship	100-42201-3140	930.18
63510	ANDOVER WHEEL & FRAME	#85 WHEEL ALIGNMENT	Vehicle repair & maintenance	100-42401-3470	59.00
63511	ANOKA COUNTY HIGHWAY	JPA - CONSTANCE BLVD TERRA	Contractors	431-43301-3810	30,325.97
63512	ANOKA COUNTY TREASURY D	DEC BROADBAND	Internet & website	100-41301-3220	37.50
63512	ANOKA COUNTY TREASURY D	DEC BROADBAND FIRE #2	Internet & website	100-41301-3220	75.00
63513	ASPEN EQUIPMENT CO.	#48 PLOW, #49 PLOW, #58 PL	Capital assets	430-43101-5110	20,691.00
63513	ASPEN EQUIPMENT CO.	#48, #58, #49 PARTS	Capital assets	430-43101-5110	1,004.30
63514	ASPEN MILLS INC	JACKETS - MR	Clothing & personal protectiv	100-42201-2210	323.20
63515	CARGILL SALT DIVISION	48.19 TN SALT	Salt & sand	100-43102-2710	5,497.52
63516	CARSON, CLELLAND, & SCHRE	TOWER LEASES	Attorney	100-41101-3110	297.50
63516	CARSON, CLELLAND, & SCHRE	COUNCIL MEETINGS	Attorney	100-41101-3110	90.00
63516	CARSON, CLELLAND, & SCHRE	TOBACCO ORDINANCE	Attorney	100-41101-3110	70.00
63516	CARSON, CLELLAND, & SCHRE	OPIOID SETTLEMENT	Attorney	100-41101-3110	35.00
63516	CARSON, CLELLAND, & SCHRE	QUIET TITLE ACTION	Attorney	100-41101-3110	35.00
63516	CARSON, CLELLAND, & SCHRE	PROSECUTIONS	Attorney	100-41501-3110	6,500.00
63516	CARSON, CLELLAND, & SCHRE	FIRE DEPT	Attorney	100-42201-3110	140.00
63516	CARSON, CLELLAND, & SCHRE	ABERDEEN EASEMENTS	Attorney	431-43301-3110	93.33
63516	CARSON, CLELLAND, & SCHRE	HIDDEN FOREST EAST 3RD	Attorney	890-90001-3110	1,200.00
63516	CARSON, CLELLAND, & SCHRE	HIDDEN FOREST EAST PARK	Attorney	890-90001-3110	1,200.00
63516	CARSON, CLELLAND, & SCHRE	CROSTOWN ROLLING ACRES	Attorney	890-90001-3110	1,200.00

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63516	CARSON, CLELLAND, & SCHRE	ENCHANTED ESTATES 3RD	Attorney	890-90001-3110	1,200.00
63517	CITY OF COLUMBUS	SIGNAL LEXINGTON & BROAD	Electricity	100-43401-3610	25.41
63518	COMFORT PEST CONTROL OF	SR CTR INSECT CONTROL	Building repair & maintenanc	100-44202-3420	60.00
63519	CONNEXUS ENERGY	CITY HALL	Electricity	100-41702-3610	795.67
63519	CONNEXUS ENERGY	GARAGE	Electricity	100-41702-3610	38.22
63519	CONNEXUS ENERGY	CITY SIGN	Electricity	100-41703-3610	104.43
63519	CONNEXUS ENERGY	SOUTH WELCOME	Electricity	100-41703-3610	14.83
63519	CONNEXUS ENERGY	FIRE #1	Electricity	100-42202-3610	460.44
63519	CONNEXUS ENERGY	FIRE #2	Electricity	100-42202-3610	269.19
63519	CONNEXUS ENERGY	SIRENS	Electricity	100-42302-3610	65.00
63519	CONNEXUS ENERGY	PW	Electricity	100-43104-3610	834.27
63519	CONNEXUS ENERGY	HWY 65/CONSTANCE SIGNALS	Electricity	100-43401-3610	120.60
63519	CONNEXUS ENERGY	HWY 65/ANDOVER BLVD SIGN	Electricity	100-43401-3610	75.04
63519	CONNEXUS ENERGY	HWY 65/BUNKER SIGNALS	Electricity	100-43401-3610	83.72
63519	CONNEXUS ENERGY	STREET LIGHTS #2	Electricity	100-43401-3610	275.14
63519	CONNEXUS ENERGY	RADISSON/BUNKER SIGNALS	Electricity	100-43401-3610	77.45
63519	CONNEXUS ENERGY	STREET LIGHTS #1	Electricity	100-43401-3610	24.96
63519	CONNEXUS ENERGY	LEXINGTON/CROSTOWN SIG	Electricity	100-43401-3610	54.98
63519	CONNEXUS ENERGY	BUNKER/LEXINGTON SIGNALS	Electricity	100-43401-3610	66.59
63519	CONNEXUS ENERGY	BUNKER/JEFFERSON SIGNALS	Electricity	100-43401-3610	71.50
63519	CONNEXUS ENERGY	CROSTOWN/HWY 65 SIGNAL	Electricity	100-43401-3610	75.40
63519	CONNEXUS ENERGY	SODERVILLE PARK WELL	Electricity	100-44101-3610	13.50
63519	CONNEXUS ENERGY	SODERVILLE PARK	Electricity	100-44101-3610	37.13
63519	CONNEXUS ENERGY	HAM LAKE PARK	Electricity	100-44101-3610	123.71
63519	CONNEXUS ENERGY	HAM LAKE PARK CONCESSION	Electricity	100-44102-3610	39.19
63519	CONNEXUS ENERGY	LION'S PARK PAVILION	Electricity	100-44102-3610	78.37
63519	CONNEXUS ENERGY	HAM LAKE PARK SHELTER	Electricity	100-44102-3610	30.14
63519	CONNEXUS ENERGY	HAM LAKE PARK BUILDING	Electricity	100-44102-3610	94.66
63519	CONNEXUS ENERGY	LION'S PARK CONCESSION	Electricity	100-44102-3610	61.25
63519	CONNEXUS ENERGY	SR CENTER	Electricity	100-44202-3610	428.43
63519	CONNEXUS ENERGY	STREET LIGHTS	Electricity	232-43701-3610	4,507.05
63521	DEARBORN LIFE INS CO	DEC LIFE	Other payroll deductions	100-21706	57.60
63521	DEARBORN LIFE INS CO	DEC VOL LIFE	Other payroll deductions	100-21706	152.70
63522	DEHN OIL CO	150 GAL DIESEL	Fuel	100-43101-2230	433.50
63522	DEHN OIL CO	150 GAL GASOLINE	Fuel	100-43101-2230	446.25
63522	DEHN OIL CO	101 GAL DIESEL	Fuel	100-43101-2230	285.83
63522	DEHN OIL CO	150 GAL GASOLINE	Fuel	100-43101-2230	432.75
63523	ECM PUBLISHERS INC	HELP WANTED - WARMING H	Advertising for employment	100-44101-3910	111.00
63524	FLEETPRIDE	#89 BRAKE CHAMBER	Vehicle parts & supplies	100-43101-2340	110.82
63524	FLEETPRIDE	FILTERS	Operating supplies	100-43101-2290	14.90
63525	GOODYEAR TIRE	TIRES	Vehicle parts & supplies	100-42401-2340	558.60
63526	HAM LAKE HARDWARE INC	#89 BRINE TANK VALVE FITTIN	Vehicle parts & supplies	100-43101-2340	3.48
63527	INT'L SECURITY PRODUCTS	SIGN POSTS	Street signs	100-43401-2250	843.65
63528	JIM KAPPELHOFF	SAFETY BOOTS	Clothing & personal protectiv	100-43101-2210	150.00
63529	LASHINSKI SEPTIC SERVICE	SSTS CERTIFICATION TRAININ	Training/conferences/schools	100-42401-3510	220.00
63530	LUBE-TECH & PARTNERS LLC	BULK 15 W 40 OIL	Vehicle parts & supplies	100-43101-2340	1,033.14
63531	MCCLELLAN SALES INC	GLOVES	Safety supplies	100-44101-2240	435.94
63532	MIDWAY FORD	'21 FORD F150	Capital assets	428-42401-5110	31,553.92
63533	NCPERS GROUP LIFE INSURAN	DEC LIFE	Other payroll deductions	100-21706	112.00
63534	NEW BRIGHTON FORD	#48, #49, #58 FLOOR LINER	Capital assets	430-43101-5110	79.04
63535	OPG-3 INC	PERMITWORKS - BUILDOUT F	Capital assets	428-42401-5110	3,792.50
63536	PINE CREEK LLC	CITY HALL WINDOW CLEANIN	Building repair & maintenanc	100-41702-3420	595.00
63537	PRINT CENTRAL	RECYCLE NEWSLETTER	Printing	231-43601-3970	2,165.23
63538	SPECIALTY SOLUTIONS LLC	250 GAL BEET 55	Operating supplies	100-43102-2290	734.88
63539	STOREY KENWORTHY	W2 AND 1099 FORMS & ENVE	Office supplies	100-41401-2110	82.51
63540	SUSTAINABLE HEATING & CO	PERMIT #2021-1522 GAS LINE	Other construction permits	100-32202	180.00
63540	SUSTAINABLE HEATING & CO	PERMIT #2021-1521 GAS LINE	Other construction permits	100-32202	120.00
63541	TASC	JAN '22 COBRA ADMINISTRATI	Prepaid expense	100-15501	15.00
63542	TYLER TECHNOLOGIES INC	ACCOUNTS RECEIVABLE MAIN	Capital assets	410-41701-5110	756.00
63542	TYLER TECHNOLOGIES INC	ACCOUNTS RECEIVABLE LICEN	Capital assets	410-41701-5110	3,025.00

Council Approval List

Payment Dates: 11/18/2021 - 12/8/2021

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63543	UNLIMITED SUPPLIES INC	MISC PARTS	Operating supplies	100-43101-2290	124.56
63544	US POSTMASTER	POSTAGE 6629 x .168	Prepaid expense	100-15501	1,113.67
63545	VERIZON WIRELESS	MR	Phones/radios/pagers	100-42201-3210	41.25
63545	VERIZON WIRELESS	TD, MJ, TK & 2 LAPTOPS	Phones/radios/pagers	100-42401-3210	208.77
63545	VERIZON WIRELESS	JK, JW,CH, CS, EH, & 2 LAPTOP	Phones/radios/pagers	100-43101-3210	294.26
63545	VERIZON WIRELESS	DH, AC	Phones/radios/pagers	100-44101-3210	82.50
63546	VERIZON WIRELESS	612-916-1358 SR CTR	Phones/radios/pagers	100-44201-3210	8.60
63547	VIKING ELECTRIC SUPPLY INC	MULTIMETER	Small tools	100-43101-2410	231.58
63548	WARREN HOFFMAN SOD CO.	2021 LEXINGTON WELL USAG	Rentals-other	100-42201-3390	800.00
63548	WARREN HOFFMAN SOD CO.	2021 NAPLES WELL USAGE	Rentals-other	100-42201-3390	800.00
63549	WRIGHT-HENNEPIN COOPERA	DEC SECURITY MONITORING	Monitoring	100-41702-3145	32.95
63549	WRIGHT-HENNEPIN COOPERA	DEC ELEVATOR MONITORING	Monitoring	100-41702-3145	10.00
63549	WRIGHT-HENNEPIN COOPERA	DEC PW FIRE PANEL MONITO	Monitoring	100-43104-3145	52.95
63550	US BANK CORPORATE PAYME	ZOOM-NOV Zoom-DW	Dues & subscriptions	100-41201-3920	12.84
63550	US BANK CORPORATE PAYME	AMAZON-FILE FOLDERS-NW	Office supplies	100-41701-2110	20.92
63550	US BANK CORPORATE PAYME	IOS-PAPER, POST-ITS, PENCILS	Office supplies	100-41701-2110	116.59
63550	US BANK CORPORATE PAYME	IOS-HAND SOAP-NW	Operating supplies	100-41701-2290	9.46
63550	US BANK CORPORATE PAYME	AKRON BRASS CO.- Fire nozzle	Equipment parts & supplies	100-42201-2320	98.35
63550	US BANK CORPORATE PAYME	U OR M-BLDG OFFICIAL TRAIN	Training/conferences/schools	100-42401-3510	550.00
63550	US BANK CORPORATE PAYME	U OR M-BLDG OFFICIAL TRAIN	Training/conferences/schools	100-42401-3510	810.00
63550	US BANK CORPORATE PAYME	U OR M-BLDG OFFICIAL TRAIN	Training/conferences/schools	100-42401-3510	955.00
63550	US BANK CORPORATE PAYME	BP-NON-OXY FUEL-JW	Fuel	100-43101-2230	100.00
63550	US BANK CORPORATE PAYME	AMAZON-ACCESS CONTROL K	Equipment parts & supplies	100-43101-2320	36.29
63550	US BANK CORPORATE PAYME	IOS-GARBAGE CAN LINERS-N	Operating supplies	100-44201-2290	38.51
DFT0002283	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,600.00
DFT0002283	EMPOWER	Roth IRA	Deferred compensation	100-21704	100.00
DFT0002284	EMPOWER-HCSP	PTO Pay Out	Other payroll deductions	100-21706	1,387.60
DFT0002285	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	4,861.39
DFT0002285	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,853.60
DFT0002285	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	7,431.48
DFT0002286	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,228.62
DFT0002287	PERA	Retirement-Coordinated	PERA	100-21703	6,642.96
DFT0002287	PERA	Retirement-Elected Officials	PERA	100-21703	40.84
DFT0002287	PERA	Retirement-Police & Fire	PERA	100-21703	1,055.33
DFT0002290	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,600.00
DFT0002290	EMPOWER	Roth IRA	Deferred compensation	100-21704	100.00
DFT0002291	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	4,795.20
DFT0002291	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,487.96
DFT0002291	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	5,918.76
DFT0002292	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,169.98
DFT0002293	PERA	Retirement-Coordinated	PERA	100-21703	6,657.14
DFT0002293	PERA	Retirement-Police & Fire	PERA	100-21703	1,055.33

Grand Total: 195,758.45

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL	91,339.72
211 - HAM LAKER	1,535.00
231 - RECYCLING	2,165.23
232 - STREET LIGHT	4,507.05
410 - GENERAL GOV'T EQUIPMENT	3,781.00
428 - BUILDING INSPECTION EQUIPMENT FUND	35,346.42
430 - PUBLIC WORKS EQUIPMENT	21,774.34
431 - REVOLVING STREET	30,419.30
890 - TRUST FUND	4,890.39
Grand Total:	195,758.45

Account Summary

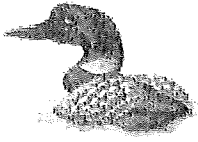
Account Number	Account Name	Payment Amount
100-11502	COBRA receivable	42.00
100-15501	Prepaid expense	1,128.67
100-21701	Federal WH/FICA/MC	26,348.39
100-21702	State W/H	4,398.60
100-21703	PERA	15,451.60
100-21704	Deferred compensation	3,400.00
100-21705	Flexible spending	1,816.24
100-21706	Other payroll deductions	1,709.90
100-32202	Other construction per	300.00
100-41101-3110	Attorney	527.50
100-41101-3950	Legal notices/publicatio	24.89
100-41201-3920	Dues & subscriptions	12.84
100-41301-3220	Internet & website	112.50
100-41401-2110	Office supplies	82.51
100-41501-3110	Attorney	6,500.00
100-41701-2110	Office supplies	137.51
100-41701-2290	Operating supplies	9.46
100-41702-3145	Monitoring	42.95
100-41702-3420	Building repair & mainte	595.00
100-41702-3430	Cleaning service	650.00
100-41702-3610	Electricity	833.89
100-41703-3610	Electricity	119.26
100-42201-2210	Clothing & personal prot	323.20
100-42201-2320	Equipment parts & suppl	98.35
100-42201-3110	Attorney	140.00
100-42201-3140	Medical directorship	930.18
100-42201-3210	Phones/radios/pagers	41.25
100-42201-3390	Rentals-other	1,600.00
100-42202-3420	Building repair & mainte	1,125.00
100-42202-3430	Cleaning service	264.00
100-42202-3610	Electricity	729.63
100-42302-3610	Electricity	65.00
100-42401-2340	Vehicle parts & supplies	735.67
100-42401-3210	Phones/radios/pagers	208.77
100-42401-3470	Vehicle repair & mainten	59.00
100-42401-3510	Training/conferences/sc	2,535.00
100-43101-2210	Clothing & personal prot	373.26
100-43101-2230	Fuel	1,698.33
100-43101-2240	Safety supplies	48.00
100-43101-2290	Operating supplies	826.85
100-43101-2320	Equipment parts & suppl	233.29
100-43101-2340	Vehicle parts & supplies	1,147.44
100-43101-2410	Small tools	231.58
100-43101-3210	Phones/radios/pagers	294.26

Account Summary

Account Number	Account Name	Payment Amount
100-43102-2290	Operating supplies	734.88
100-43102-2710	Salt & sand	5,497.52
100-43104-3145	Monitoring	52.95
100-43104-3420	Building repair & mainte	1,814.70
100-43104-3430	Cleaning service	125.00
100-43104-3610	Electricity	834.27
100-43401-2250	Street signs	843.65
100-43401-3610	Electricity	950.79
100-44101-2210	Clothing & personal prot	637.26
100-44101-2240	Safety supplies	435.94
100-44101-3210	Phones/radios/pagers	82.50
100-44101-3610	Electricity	174.34
100-44101-3910	Advertising for employm	111.00
100-44102-3610	Electricity	303.61
100-44201-2290	Operating supplies	38.51
100-44201-3210	Phones/radios/pagers	8.60
100-44202-3420	Building repair & mainte	60.00
100-44202-3430	Cleaning service	254.00
100-44202-3610	Electricity	428.43
211-41704-3125	Editing	900.00
211-41704-3970	Printing	635.00
231-43601-3970	Printing	2,165.23
232-43701-3610	Electricity	4,507.05
410-41701-5110	Capital assets	3,781.00
428-42401-5110	Capital assets	35,346.42
430-43101-5110	Capital assets	21,774.34
431-43301-3110	Attorney	93.33
431-43301-3810	Contractors	30,325.97
890-90001-3110	Attorney	4,800.00
890-90001-3950	Legal notices/publicatio	90.39
	Grand Total:	195,758.45

Project Account Summary

Project Account Key	Payment Amount
None	156,748.53
200912-130	93.33
201802.054-140	30,325.97
231003030	3,700.23
Trust-210	4,800.00
Trust-320	90.39
	Grand Total:
	195,758.45



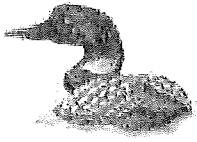
City of Ham Lake, MN

EFT Payroll Check Register Report Summary

Pay Period: 10/31/2021-11/13/2021

Packet: PYPKT01219 - PPE 11/13/21 PAID 11/19/21
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	68	46,220.80
Total	68	46,220.80



City of Ham Lake, MN

EFT Payroll Check Register Report Summary

Pay Period: 11/14/2021-11/27/2021

Packet: PYPKT01222 - PPE 11/27/21 PAID 12/3/21

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	29	34,697.68
Total	29	34,697.68

Meeting Date: December 6, 2021

CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: John Witkowski, Public Works Superintendent

Subject: Hiring Public Works part-time Seasonal/On-Call Snowplow Operators

Introduction: I am recommending the hiring of six Public Works part-time seasonal/on-call snowplow operators. At this time, we are still actively seeking applicants, and in the future, may recommend additional personnel to fill open spots.

Recommendation: Listed below are the six individuals that are being recommended for the Public Works part-time seasonal/on-call snowplow operator position.

Theodore Konz, Thomas Clark, John Turnage, David Mathes, and David Fiedler will be at a pay rate of \$19.23/per hour and Konnor Stumo and Craig Pomplun at a pay rate of \$24.02/per hour.

Meeting Date: December 6, 2021



CITY OF HAM LAKE
MEMO

To: Mayor and Councilmembers
From: Andrea Murff, Finance/Human Resource Director
Subject: Transfer from the Gambling Fund to the Ham Laker Fund

Introduction/Discussion:

As discussed during the August budget meeting, the *Ham Laker* Fund has been carrying a deficit cash balance year after year and at the end of 2020 it was \$41,700. It is trending that 2021 will be adding approximately \$18,250 to the deficit. This additional deficit is even after receiving a donation of \$10,000 from the Ham Lake Chamber of Commerce for the *Ham Laker*. The fund is slated to have a deficit \$59,950 at year end.

The Gambling Fund currently has a healthy fund balance of \$81,380 and these extra funds are unrestricted for City use.

In order to be compliant with Audit and to get the *Ham Laker* Fund out of a deficit, I propose doing a one-time transfer of \$60,000 from the Gambling Fund to the *Ham Laker* Fund.

Recommendation:

I recommend transferring \$60,000 from the Gambling Fund to the *Ham Laker* Fund.

Memorandum

Date: November 30, 2021
To: Mayor and Councilmembers
From: Tom Collins, City Engineer **TPC**
Subject: Crosstown Rolling Acres 2nd Addition

Introduction:

The Crosstown Rolling Acres 2nd Addition residential development project was accepted at the September 21, 2020 City Council meeting, which commenced the one-year maintenance period. The developer extended the maintenance period, in writing, to December 10, 2021.

Discussion:

An inspection of the Crosstown Rolling Acres 2nd Addition project was completed on November 30th. All of the maintenance items have been adequately corrected and there are no known deficiencies.

Recommendations:

It is recommended that the cash maintenance security, in the amount of \$69,000, be released.

Meeting Date: December 6, 2021



CITY OF HAM LAKE

MEMO

To: Mayor and Councilmembers
Denise Webster, City Administrator

From: Andrea Murff, Contracted Finance Director

Subject: Accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Funds Established Under the American Rescue Plan Act

Introduction/Discussion:

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

The State of Minnesota received approximately \$377 million to allocate out to its NEU's. These funds needed to be requested by the NEU by October 11, 2021 to be received. There was approximately \$12 million of funds not requested and per the U.S. Treasury the State of Minnesota can redistribute the remaining funds to NEU's that initially requested the funding. The redistribution of the remaining funds will be approximately \$3.74 per capita, capped at 75% of 2021 budgeted expenditures.

The City of Ham Lake requested their \$1.776 million distribution of the funds from the State in July. Half of the requested distribution was received in August and the other half will be received in the summer of 2022. Due to there being a redistribution of unused funds, the City is expected to receive an additional \$58,156.72 of ARPA funding from the state. The City received the 1st half of \$29,078.36 in November and can expect to receive the second half in the summer of 2022.

The spending criteria applies to the additional ARPA funding as it does the original fundings.

Recommendation:

Approve the Resolution to Accept the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Funds Established Under the American Rescue Plan Act.

RESOLUTION NO. 21-XX

CITY OF HAM LAKE

**A RESOLUTION TO ACCEPT THE REDISTRIBUTION OF
UNREQUESTED CORONAVIRUS LOCAL FISCAL RECOVERY FUND
ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs).

WHEREAS, NEUs generally have populations below 50,000.

WHEREAS, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

WHEREAS, after the deadline of October 11, 2021, passed for NEUs to request ARPA funds, nearly \$12 million of the \$377 million available to Minnesota’s NEUs remained unrequested.

WHEREAS, as allowed by the U.S. Treasury, the State of Minnesota has redistributed these remaining funds amongst eligible local governments who requested ARPA funds.

WHEREAS, the redistribution amount is approximately \$3.47 per capita, capped at 75% of the most recent budget adopted as of January 27, 2020.

WHEREAS, \$58,156.72 has been allocated to the City of Ham Lake pursuant to the ARPA Redistribution.

WHEREAS, the Redistribution will be distributed in two tranches with half received in 2021 and the second half in 2022.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

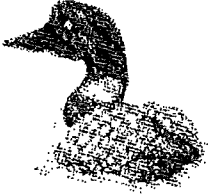
NOW THEREFORE, BE IT RESOLVED by the City of Ham Lake as follows:

1. The City accepts the Redistribution of coronavirus local fiscal recovery fund established under the ARPA to be used in a manner consistent with guidance adopted by the United State Department of Treasury.
2. The City Clerk and Mayor are authorized to take actions to secure the Redistribution for the City, if necessary.

Gary Kirkeide, Acting Mayor

Denise Webster, City Clerk

Meeting Date: December 6, 2021



CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Dawnette Shimek, Deputy City Clerk

Subject: Outdoor Street Light Proposal for Crosstown Rolling Acres Third Addition

Introduction/Discussion: Attached is the Energy and Maintenance Agreement for street lights in Crosstown Rolling Acres Third Addition. The system includes 4 fixtures for the development in accordance with requirements for street lighting in new subdivisions.

Recommendation: I recommend approval of the Outdoor Lighting Energy and Maintenance Agreement for Crosstown Rolling Acres Third Addition.



14601 Ramsey Boulevard
Ramsey, Minnesota 55303
763.323.2600
Fax: 763.323.2603
www.connexusenergy.com
info@connexusenergy.com

Outdoor Lighting Energy and Maintenance Agreement

your most powerful membership™

City of Ham Lake
10801 Town Square Dr
Blaine, MN 55449

Account #411023-240512

Location: CROSSTOWN ROLLING ACRES 3RD (Service order: SORD000W2101028)

Connexus Energy shall provide the energy and maintenance for the outdoor lighting system as detailed below:

- (4) LED Traditionaire lights installed on smooth fiberglass pole

The current energy and maintenance rate for these fixtures is \$6.76 per month, per fixture. This rate adheres to Connexus Energy's published rate schedule, and is subject to change.

Maintenance of the fixtures, including lamp replacement, will be provided by Connexus Energy for a period of 25 years (According to Connexus Energy's Outdoor Lighting Guidelines). If, in Connexus Energy's opinion, after 25 years, the condition of the outdoor lighting system is such that replacement or significant renovation is necessary (due to deterioration from age), the customer will be responsible for the replacement cost.

Please indicate your acceptance of this monthly Energy and Maintenance Agreement by signing on the line below and return in the envelope provided.

Sincerely,

Stacy Bakken
Engineering Services Specialist

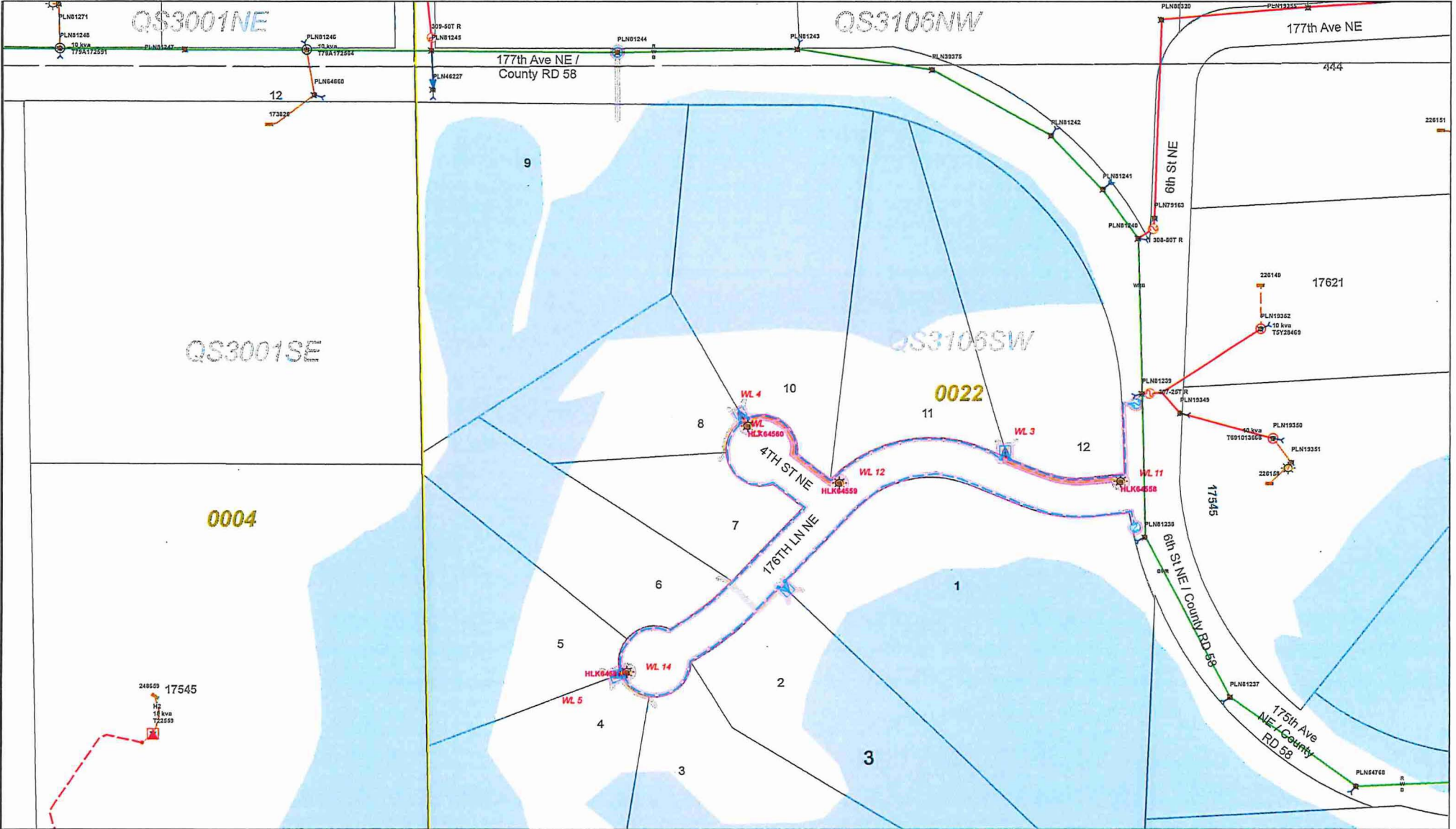
July 30, 2021

(Accepted By)

(Date)

(Print Name)

(Title)



CONNEXUS ENERGY
 14601 Ramsey Blvd.
 Ramsey, MN 55303

THIS PRINT REPRESENTS THE LOCATION OF ELECTRICAL FACILITIES AS OF THE PRINTED DATE TO THE BEST OF OUR KNOWLEDGE. THIS INFORMATION IS INTENDED FOR GENERAL USE ONLY AND IS NOT TO BE USED FOR EXCAVATION PURPOSES. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATION OF ALL UTILITIES. CALL GOPHER STATE ONE CALL FOR A FIELD LOCATION AT 800.488.7822.

CROSTOWN ROLLING ACRES 3RD LIGHTING
 Addr: CROSTOWN ROLLING ACRES 3RD
 City: Ham Lake
 T/R/S: T32 R23 S06
 Crew Sign Off:

↑

WO#: **W2101026**
 Date: 9/23/2021
 Designer: **KARL SCHWARZKOPF**
 763.323.2696

Outdoor Lighting New Construction

Bill To: CROSSTOWN DEVELOPMENT LLC
 17404 WARD LAKE DRIVE NW

ANDOVER MN 55304

Quote Number	LGT0000857
Date	7/30/2021
Customer ID	820489
Service Order	SORD000W2101026
Representative	beckberg
Page	1

Re: Outdoor Lighting System at: CROSSTOWN ROLLING ACRES 3RD

Thank you for your Outdoor Lighting request. Listed below are the estimated charges that includes the cost of all materials and labor. Payment is required upfront before construction will be scheduled. Installation of your outdoor lighting system is subject to the enclosed Conditions of Service. Please review the documents and include a signed copy along with your payment.

Winter construction fees may apply between November 1st and April 1st.

To avoid fees, requirements must be met prior to November 1st.

Payment must be made by check or money order.

Do not combine payment for this invoice with electric service payments or application may be delayed.

Quantity	U of M	Unit Price	Description	Ext. Price
4	EA	\$1,601.00	COMPLETE LIGHT FIXTURE(S)	\$6,404.00
440	EA	\$3.20	LIGHTING CONDUCTOR	\$1,408.00

Subtotal:	\$7,812.00
Tax:	\$0.00
Total:	\$7,812.00

----- Detach Along Line -----

Please Remit with Payment!

Customer Number: 820489
Amount Due: \$7,812.00

Quote: LGT0000857
Service Order: SORD000W2101026
Due Date: Upon Receipt

CROSSTOWN DEVELOPMENT LLC
 17404 WARD LAKE DRIVE NW

ANDOVER MN 55304

Remit To: Connexus Energy
 Attn: AR Accounting
 14601 Ramsey Blvd
 Ramsey, MN 55303

Memorandum

Date: December 2, 2021
To: Planning Commissioners
From: Tom Collins, City Engineer *TPC*
Subject: Constance Boulevard Terrace

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 (EB RT) lane at Tippecanoe Street, which is the access to Constance Boulevard Terrace, as per the requirements of the Anoka County Highway Department (ACHD). The ACHD later agreed to pay for 50% of the costs associated with constructing the EB RT lane.

Discussion:

The City executed a Preliminary Development Agreement with the Constance Boulevard Terrace Developer in July, and a letter of credit was issued to the City in August. The letter of credit was in the amount of \$46,066.56, which was 150% of the City's construction costs per the ACHD cost estimate. The construction costs include 8% construction engineering. The Joint Powers Agreement with the ACHD was approved at the July 19th Council meeting, which obligated the City to pay for the costs of constructing the EB RT lane.

Construction was completed in October, and the ACHD letter of invoice for the actual costs is attached. The invoice is for \$30,325.97. The developer has paid the City, so the City has the funds to pay the ACHD. All obligations associated with the Preliminary Development Agreement are completed, and there is no need for the Developer's letter of credit.

Recommendations:

It is recommended that the ACHD invoice, in the amount of \$30,325.97, be paid and the \$46,066.56 be returned to the Developer.

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.

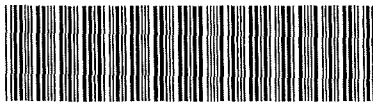
City of Ham Lake

Developer: Constance Boulevard Terrace LLC

Gary Kirkeide, Acting Mayor

Gus Afrooz, Manager

Denise Webster, Clerk



04010003901520

IRREVOCABLE LETTER OF CREDIT

Borrower: Constance Blvd Terrace LLC
4050 85th Ln NE
Circle Pines, MN 55014

Lender: Minnwest Bank
Eagan
1150 Yankee Doodle Road
Eagan, MN 55121
(651) 454-0004

Beneficiary: City of Ham Lake
15544 Central Ave NE
Ham Lake, MN 55304

NO.: 401011

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 08-05-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Forty-six Thousand Sixty-six & 56/100 Dollars (\$46,066.56) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Lender shall honor drafts submitted by Beneficiary under the following Terms and Conditions: Written request stating payment has not been made by Constance Blvd Terrace LLC of 4050 85th Ln NE Circle Pines, MN 55014

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Minnwest Bank IRREVOCABLE LETTER OF CREDIT NO. 401011 DATED 08-05-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Minnesota.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Loan No: 401000390

Page 2

duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: August 5, 2021

LENDER:

MINNWEST BANK

By: 
Derek Boeve, Comm Banker

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures
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**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.

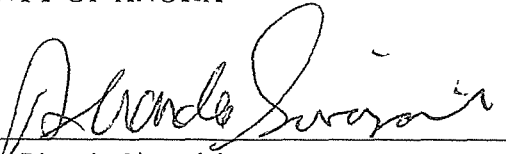
XIII. COUNTERPARTS

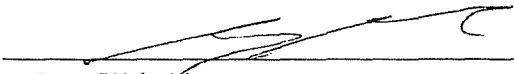
This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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
8-10-21

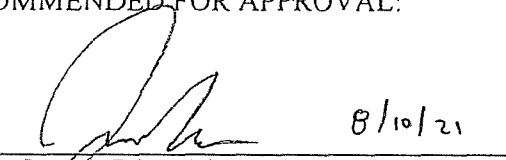
By: 
Gary Kirkerde
Acting Mayor


Dated: 7/19/2021

By: 
Denise Webster
City Administrator

Dated: 7/19/2021

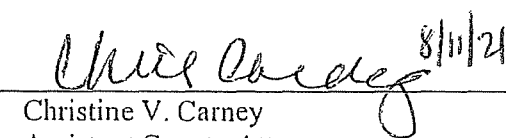
RECOMMENDED FOR APPROVAL:

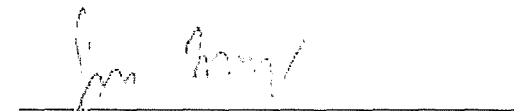
By:  8/10/21
Joseph J. MacPherson, P.E.
Transportation Division Manager

By: 
Tom Collins, P.E.
City Engineer

Dated: 7/20/21








APPROVED AS TO FORM AND EXECUTION:


By:  8/11/21
Christine V. Carney
Assistant County Attorney

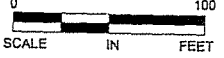
By: 
Joseph Murphy
City Attorney


Dated: 7/21/2021

PRELIMINARY DESIGN LAYOUT

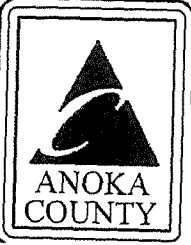
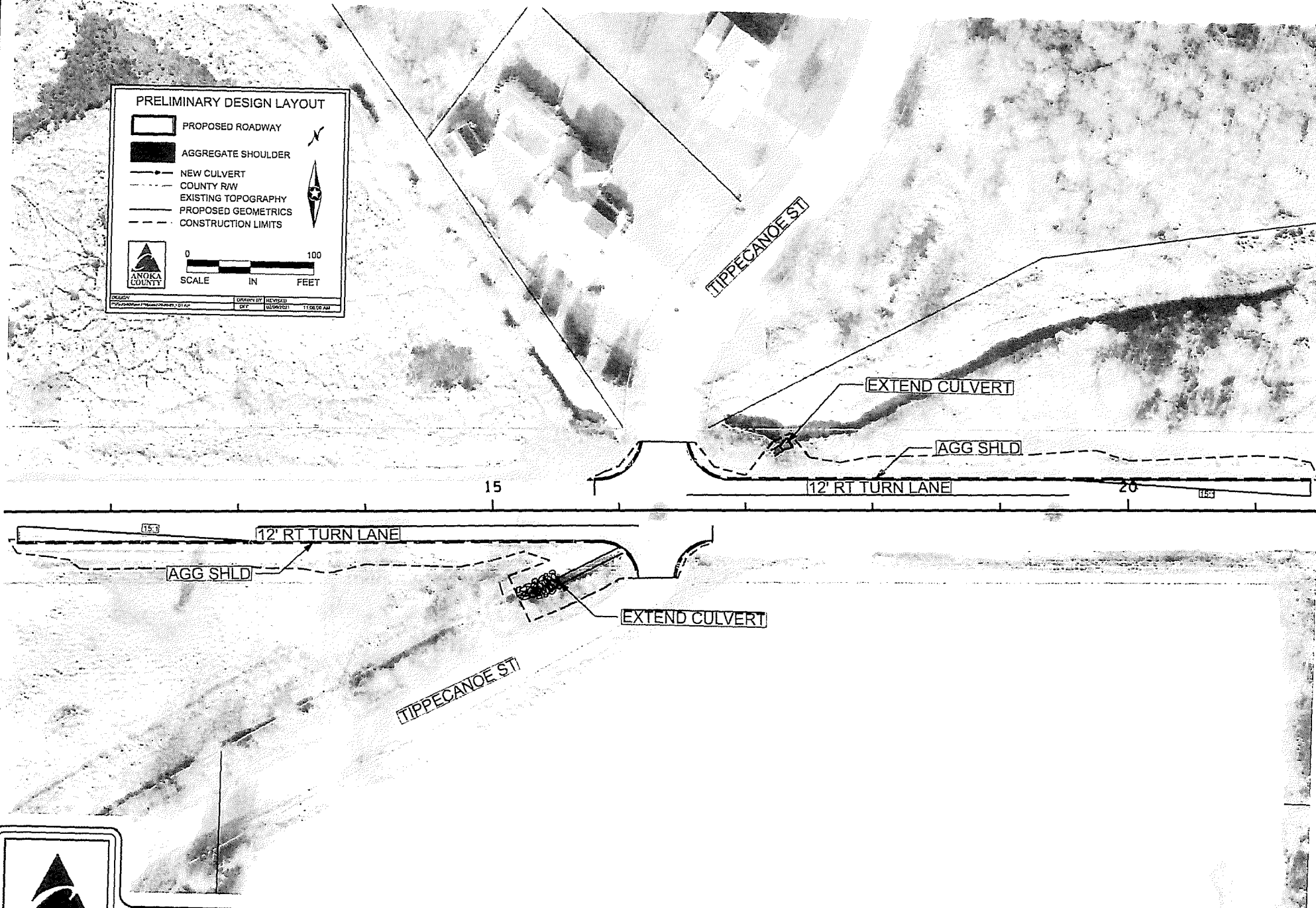
-  PROPOSED ROADWAY
-  AGGREGATE SHOULDER
-  NEW CULVERT
-  COUNTY R/W
-  EXISTING TOPOGRAPHY
-  PROPOSED GEOMETRICS
-  CONSTRUCTION LIMITS




 SCALE IN FEET



DESIGNED BY: [REDACTED] DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED] DATE: 02/08/2021



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

EXHIBIT A
 Date: 02/08/2021

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		
2501.503	72" RC PIPE CULVERT CLASS III	LIN FT	64	\$520.00	\$33,280.00	64.00	\$33,280.00		
2511.507	GRANULAR FILTER	CU YD	6	\$180.00	\$1,080.00	6.00	\$1,080.00		
2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	160	\$2.30	\$368.00	160.00	\$368.00		
2511.607	INSTALL RANDOM RIPRAP	CU YD	26	\$25.90	\$673.40	26.00	\$673.40		
2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$960.00	\$960.00	.85	\$816.00	.15	\$144.00
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
BASE BID TOTAL:					\$189,704.25		\$161,268.10		\$28,436.15

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

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-grades
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.



Anoka County

TRANSPORTATION DIVISION

Respectful, Innovative, Fiscally Responsible

Via email

Highway

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Surveyor

GIS

Fleet

December 1, 2021

City of Ham Lake
15544 Central Ave NE
Ham Lake, MN 55304
ATTN: Tom Collins; tcollins@rfcengineering.com
Andrea Murff; amurff@ci.ham-lake.mn.us

RE: JPA #C0008365
Project #CP 20-20-60 (CP 21-01-00)

In reference to the above project, please accept this letter of invoice for \$30,325.97 for the City of Ham Lake's reimbursement to Anoka County. This amount represents the full amount due per the Final Schedule I and JPA C0008365. In preparing your remittance to the "County", please refer to Project CP 20-20-60, and make your payment payable to:

Anoka County Highway Department
Attn: Cindy Kriesel
1440 Bunker Lake Boulevard NW
Andover, Minnesota 55304

It is our preference to receive this payment upon your receipt of invoice. Please call if you need to make payment arrangements.

If you have any questions regarding this invoice or the project, please do not hesitate to contact me at 763-324-3102.

Respectfully,

Cindy Kriesel
Contracts Administrator

Enclosures

Our Passion Is Your Safe Way Home

1440 Bunker Lake Boulevard N.W. Δ Andover, MN 55304-4005
Office: 763-324-3100 Δ Fax: 763-324-3020 Δ www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer

CP 21-01-00 2021 Overlay Program (#7615876)
 CP 20-20-60 SCHEDULE I

Line Item	Item Code	Item Description	UoM	Quantity	Park Construction Company		ANOKA COUNTY STATE AID FUNDS QUANTITIES	ANOKA COUNTY STATE AID FUNDS COST	ANOKA COUNTY LOCAL FUNDS QUANTITIES	ANOKA COUNTY LOCAL FUNDS COST	C0008365	
					Unit Price	Extension					CITY OF HAM LAKE QUANTITIES	CITY OF HAM LAKE COST
CP 20-20-60												
368	2021.501/00010	MOBILIZATION	LUMP SUM	1	\$20,200.00	\$20,200.00			0.86	\$17,372.00	0.14	\$2,828.00
369	2102.503/00010	PAVEMENT MARKING REMOVAL	LIN FT	0	\$0.71	\$0.00			0	\$0.00	0	\$0.00
370	2104.502/01240	REMOVE SIGN TYPE C	EACH	5	\$45.50	\$227.50			5	\$227.50		
371	2104.502/02240	SALVAGE ECCENTRIC LOADER (ELT)	EACH	1	\$467.00	\$467.00			1	\$467.00		
372	2104.502/02300	SALVAGE TANGENT TERMINAL (ET-PLUS)	EACH	1	\$467.00	\$467.00			1	\$467.00		
373	2104.502/02500	SALVAGE CONCRETE APRON	EACH	2	\$636.00	\$1,272.00			2	\$1,272.00		
374	2104.502/03320	SALVAGE SIGN TYPE C	EACH	2	\$45.50	\$91.00			1.5	\$68.25	0.5	\$22.75
375	2104.503/00205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1147	\$2.20	\$2,523.40			860	\$1,892.00	287	\$631.40
376	2104.503/00255	REMOVE PIPE CULVERTS	LIN FT	0	\$21.30	\$0.00			0	\$0.00		
377	2104.503/01560	SALVAGE GUARDRAIL-PLATE BEAM	LIN FT	291	\$11.20	\$3,259.20			291	\$3,259.20		
378	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	SQ YD	2591	\$13.20	\$34,201.20			2483	\$32,775.60	108	\$1,425.60
379	2104.607/00490	SALVAGE RANDOM RIPRAP	CU YD	91	\$22.90	\$2,083.90			91	\$2,083.90		
380	2105.507/00190	SELECT GRANULAR BORROW (LV)	CU YD	283	\$31.10	\$8,801.30			283	\$8,801.30		
381	2105.601/00045	TEMPORARY STREAM DIVERSION	LUMP SUM	1	\$5,240.00	\$5,240.00			1	\$5,240.00		
382	2105.602/00020	CONSTRUCT TURN LANE (A)	EACH	1	\$24,100.00	\$24,100.00			0.5	\$12,050.00	0.5	\$12,050.00
383	2105.602/00000	CONSTRUCT TURN LANE (B)	EACH	1	\$26,500.00	\$26,500.00			1	\$26,500.00		
384	2123.510/00130	DOZER	HOUR	26	\$160.00	\$4,160.00			24	\$3,840.00	2	\$320.00
385	2123.610/00410	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	6	\$152.00	\$912.00			6	\$912.00		\$0.00
386	2221.509/00080	SHOULDER BASE AGGREGATE CLASS 5 (LV)	TON	48	\$49.40	\$2,371.20			38	\$1,877.20	10	\$494.00
387	2232.504/00060	MILL BITUMINOUS SURFACE (2.0")	SQ YD	0	\$5.75	\$0.00			0	\$0.00	0	\$0.00
388	2357.506/00010	BITUMINOUS MATERIAL FOR TACK COAT	GAL	120	\$2.60	\$312.00			98	\$254.80	22	\$57.20
389	2360.509/24300	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	440.28	\$82.10	\$36,146.99			340.28	\$27,936.99	100	\$8,210.00
390	2451.607/00450	PIPE BEDDING MATERIAL	CU YD	69	\$40.40	\$2,787.60			69	\$2,787.60		
391	2501.502/40300	INSTALL CONCRETE APRON	EACH	2	\$1,720.00	\$3,440.00			2	\$3,440.00		
392	2501.503/13723	72" RC PIPE CULVERT CLASS III	LIN FT	64	\$520.00	\$33,280.00			64	\$33,280.00		
393	2511.507/00022	GRANULAR FILTER	CU YD	0	\$180.00	\$0.00			0	\$0.00		
394	2511.504/00013	GEOTEXTILE FILTER TYPE 3	SQ YD	160	\$2.30	\$368.00			160	\$368.00		
395	2511.607/00120	INSTALL RANDOM RIPRAP	CU YD	91	\$25.90	\$2,356.90			91	\$2,356.90		
396	2563.601/00010	TRAFFIC CONTROL	LUMP SUM	1	\$960.00	\$960.00			0.86	\$825.60	0.14	\$134.40
397	2563.613/01100	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	20	\$75.80	\$1,516.00			20	\$1,516.00		
398	2564.502/00113	INSTALL SIGN PANEL TYPE C	EACH	2	\$253.00	\$506.00			1.5	\$379.50	0.5	\$126.50
399	2564.518/00130	SIGN PANELS TYPE C	SQ FT	12.5	\$65.70	\$821.25			9.5	\$624.15	3	\$197.10
400	2573.503/00061	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1600	\$3.05	\$4,880.00			1207	\$3,681.35	393	\$1,198.65
401	2574.507/00100	COMMON TOPSOIL BORROW (LV)	CU YD	0	\$46.40	\$0.00			0	\$0.00		
402	2575.504/00050	EROSION CONTROL BLANKETS CATEGORY 0	SQ YD	3000	\$2.00	\$6,000.00			2850	\$5,700.00	150	\$300.00
403	2582.503/30104	4" SOLID LINE MULTI COMP	LIN FT	1611	\$0.21	\$338.31			1211	\$254.31	400	\$84.00
							\$230,589.75			\$202,510.15		\$28,079.60

CP 20-20-60, ANOKA COUNTY 2021 OVERLAY PROGRAM - FUNDING SPLITS			
	PROJECT TOTALS	ANOKA COUNTY LOCAL FUNDS	CITY OF HAM LAKE TOTAL
ROADWAY	\$230,589.75	\$202,510.15	\$28,079.60
CONSTRUCTION TOTAL	\$230,589.75	\$202,510.15	\$28,079.60
CONSTRUCTION ENGINEERING	\$18,447.18	\$16,200.81	\$2,246.37
PROJECT TOTAL	\$249,036.93	\$218,710.96	\$30,325.97

Memorandum

Date: December 2, 2021
To: Mayor and Councilmembers
From: Tom Collins, City Engineer *TPC*
Subject: Hidden Forest East 2nd Addition

Introduction:

An inspection of the Hidden Forest East 2nd Addition development project was completed on November 22, 2021.

Discussion:

All of the Development Agreement Work Items that were guaranteed by the performance security have been completed. The bituminous wear course density test results resulted in a 2% deduct, per MnDOT Specifications. The deduct, in the amount of \$632, was for 1/4 of the total wear course paving. The test results for the other 3/4 of the wear course met or exceeded MnDOT Specifications.

Recommendation:

It is recommended that the project be accepted and that the one-year maintenance period commences, and it is recommended that the performance security, in the amount of \$181,800, be released after the maintenance security, in the amount of \$89,980, is received. The developer has already paid the bituminous disincentive, in the amount of \$632, to the City.



Carson, Clelland
& Schreder

— ATTORNEYS AT LAW —

MEMORANDUM

TO: MAYOR AND COUNCILMEMBERS
FROM: JOSEPH MURPHY, CITY ATTORNEY
SUBJECT: PARKLAND – HIDDEN FOREST EAST
DATE: DECEMBER 6, 2021

The City and Developer, HFN Properties (Jeff Stalberger) recently finalized two Development Agreements for two phases of the Hidden Forest Development and the Developer will soon be filing the mylars of those plats. As part of the plat for Hidden Forest East Park Addition, Developer is dedicating to the City as parkland 16.48 acres of upland and 10.65 acres of wetland. Under the current policy outlined in the City Code, developers should create one acre of public park or trail space for every ten acres of residential land (10%) or pay an equivalent parkland dedication fee for the City's acquisition of future parkland. Taking into account and crediting Developer for the recently approved Hidden Forest East 3rd Addition (56.67 acres), Hidden Forest East Park Addition (11.57 acres), and the anticipated future phase Hidden Forest East 4th Addition (9.57 acres), the land dedicated in this plat still exceeds the 10% minimum parkland dedication. As part of the first two phases, Hidden Forest East and Hidden Forest East 2nd Addition, the city previously collected \$118,429.40 in Parkland Dedication Fees from Developer. Therefore, as part of Hidden Forest East Park Addition Development Agreement, it is proposed that the City pay Developer \$118,429.40 from these dedicated Parkland funds to acquire or purchase the additional parkland dedicated in the plat that exceeds the 10% of upland parkland dedication required by the City Code.

This process was discussed with Mr. Stalberger and approved by a consensus of the council at the October 19, 2020, City Council meeting.

I would recommend approval of the payment of \$118,429.40 from the Park and Beach Fund.



**CITY OF HAM LAKE
STAFF REPORT**

To: Mayor and Councilmembers
From: Dawnette Shimek, Deputy City Clerk
Item/Title/Subject: Approval of the following Business Licenses for 2022

Discussion:

The following businesses are recommended for approval and have completed the application process to obtain business licenses in the City of Ham Lake:

Tobacco: Bidhipur Beverage, Inc. dba Ham Lake Liquors; Holiday Stationstores #223; Grape Expectations, Inc. dba Tournament Liquor; Northern Tier Retail, LLC dba Speedway #4537; Eagl Beverage Holdings, LLC dba Majestic Oaks Golf Club; Rama Corporation dba Network Liquor and Wine Corp.; Celine Stop Ham Lake Inc. dba Little Wonder; E-Cig Clubhouse; Zen Inc. dba Ham Lake BP; Casey's Retail Store #3753; Broadview Operations, LLC, dba 1 Stop Liquor; Broadview Operations, LLC dba 1 Stop Market; A & H, LLC dba Ham Lake Tobacco; Central Tobacco Inc. dba Central Tobacco; and DG Retail, LLC dba Dollar General #21464

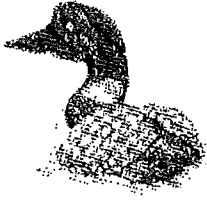
Cabaret: Maxx Bar & Grill; Eagl Beverage Holdings, LLC dba Majestic Oaks Golf Club; and Dan Dahlin Inc. dba Ham Lake Lanes.

Vending: Mendota Valley Amusement Inc. (Maxx Bar & Grill), and Midwest Coin Concept (Ham Lake Lanes)

Recycling/Refuse: Ham Lake Haulers

Recommendation:

I recommend approval of the above listed Business Licenses for 2022.



CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers
From: Denise Webster, City Administrator
Subject: SRWMO Joint Powers Agreement

Introduction/Discussion:

The Sunrise River Watershed Management Organization (SRWMO) is recommending updates to the joint powers agreement that formed the SRWMO. The JPA is an agreement between Ham Lake, Linwood, East Bethel and Columbus. Enclosed you will find a transmittal memo from the SRWMO board and a marked-up version of the JPA.

I have met with the other city administrators and SRWMO representatives to review the recommended updates. The enclosed version of the JPA reflects minor additional recommendations from the group of city administrators, in addition to those of the SRWMO board.

Actions needed by each city council/town board:

- **December 2021**
 - **Review the recommended updates.** Provide any feedback.
 - **Authorize expenditures for staff and attorney time**, to be shared equally amongst the four-member communities.
 - **Staff time** – One of the community administrators, a council member, or the SRWMO’s hourly administrator will facilitate the process. Estimated cost is **\$1,600 total, or \$400 per community**. This is based on 20 hrs. at \$88/hr. but is dependent upon the person selected and actual hours.
 - **Attorney time** – The attorney will draft the JPA updates from the common language JPA recommendations. Attorney Troy Gilchrist from Kennedy & Graven is recommended because of his expertise in watershed organization law. He has estimated his expense at \$4,000 total, or \$1,000 per community. This is based on 20 hrs. at \$205/hr.
 - **Total estimated expense for our community: \$1,400. An “up-to” \$2,000 approval is recommended.** The SRWMO will be billed and subsequently invoice each member community. This is above and beyond the SRWMO’s approved budgets.
- **February 2022**
 - **Review revised JPA.** Each community can elect to have their attorney review, but the intent is that the lead attorney will engage each community’s attorneys throughout the process.

- **March 2022**
 - **Approve JPA.**

In summary, recommended updates include:

- **Update references to state statute.** In several cases the agreement is simplified by referencing statute rather than providing entire statute text.
- **Allow 1 alternate board member per community,** not one amongst all communities.
- **Move operational procedures** from the main JPA to an appendix. These include meeting locations, officer duties, financial procedures, etc.
- **Add a dispute resolution procedure** amongst communities.
- **Add a definitions section.**
- **Refine the budgeting procedures to:**
 - Formalize definitions of operating expenditures that were the subject of concerns from Ham Lake in 2019. The update is the same as what was agreed to in 2019, and is generally the required activities for the WMO to exist such as audit, required reporting, insurance, etc.
 - More clearly separate operating and other expenditures.
 - Sets a 60-day timeline for communities to respond to submitted budgets. This ensures the process moves forward in a timely fashion. At the end of 60-days, the SRWMO may revise the budget to address any concerns.
 - Requires a budget not be approved if two or more communities object.
- **Provides a consequence for communities that fail to pay** their portion of an approved budgeted. The consequence is suspended privileges of that communities' SRWMO board members.
- **Requires a financial audit at the frequency set in state statute** (currently every five years). Currently the JPA requires an annual audit but state statute requires one every five years because the SRWMO is below an expenditure threshold. The cost of each audit is \$3,000-\$4,000.
- **Allows the SRWMO to do projects that are in its watershed management plan or which use <\$10,000 in funds from the parties.** The current JPA requires a one-by-one approval of projects by all the communities. The watershed management plan is reviewed and approved by the member communities, and is updated every 10 years.
- **Allows the SRWMO to pursue grants.** Any local matching funds would need to be in an approved Organization budget, in the Organization's Watershed Management Plan, or secured by a written commitment from other sources. The current JPA requires every member community approve each WMO grant application, which has proven impractical from a timing standpoint.
- **Requires SRWMO projects to have a maintenance agreement.** This ensures the SRWMO and communities do not become burdened with long-term maintenance. Past projects have maintenance agreements with landowners or one willing city/township.
- **Increases the required insurance** from \$1.25M to \$1.5M. This is the statutory minimum.



Sunrise River Watershed Management Organization

MEMO

To: Jack Davis, East Bethel Administrator
East Bethel City Council
Pam Olson, Linwood Township Clerk
Linwood Township Board
Elizabeth Mursko, Columbus Administrator
Columbus City Council
Denise Webster, Ham Lake Administrator
Ham Lake City Council

From: Janet Hegland, Vice Chair, Sunrise River WMO Board on behalf of the
Sunrise River WMO Board

Date: September 15, 2021

Re: SRWMO Joint Powers Agreement

The Sunrise River Watershed Management Organization (SRWMO) was formed through a joint powers agreement (JPA) of four member communities – Ham Lake, East Bethel, Linwood, and Columbus. Among the duties of the SRWMO Board is to periodically recommend JPA updates to the member communities.

The JPA is more than 30 years old. While there have been minor amendments several times, portions of the JPA remain operationally clumsy or out of date. Additionally, there are incorrect state statute references, undefined terms, and nonsense references to sections of the JPA that are unrelated to the topic being referenced. Attached is a marked-up version of the JPA with the SRWMO Board's recommended amendments. Our comments are intended to be a plain language summary of shortcomings and recommended updates. If those changes have support, we expect the communities' legal counsel would craft language that achieves the desired outcomes.

The SRWMO board believes it is their duty to provide recommendations, but not drive the process, as the JPA is the cities' and township's agreement. Review and any action on these recommendations will require leadership from the cities and township. We are therefore reaching out to the administrative staff in each of the four communities to coordinate the amendment process with each of their respective Councils or Boards.

The following process for review is proposed:

1. **City staff review** – Janet Hegland, SRWMO Board Vice Chair will organize a meeting to facilitate a review of the recommendations with administrative staff from all four communities. In addition to the review of recommendations, finalizing the next steps, responsible parties and timeline will be an outcome of this meeting.
2. **Work session by each community's elected officials**, coordinated by each city/township administrative lead, is held to review recommendations.
3. **Legal review of agreed upon JPA edits by legal counsel** from each community. Determining who "translates" agreed upon edits into appropriate legal language will be an outcome of this meeting. Communities should consider now that there may be upcoming legal expenses for this revised JPA and for subsequent ordinance updates (if necessary).
4. **City council and town board reviews.**
5. **Approvals** by each community.
6. **SRWMO board prepares bylaws** if allowed in amended JPA.

Please note, any amended JPA must be approved by all four member communities. It's reasonable to think that amending the JPA will take 6+ months.

Please respond to this memo by indicating on the below link, your availability for an initial meeting to review the attached recommendations and chart next steps. The plan is to meet in person, location TBD, but if anyone is uncomfortable meeting in person, please indicate on your response that you will be attending virtually. We would appreciate your response by 9am on September 27th.

Thank you in advance for your assistance with this process.

[Link to indicate availability for initial meeting](#)



Sunrise River Watershed Management Organization

SRWMO Joint Powers Agreement (JPA) Amendment Process

DRAFT 10/26/2021

Status	#	Task	Responsible Party	Deadline
✓	1	Administrators review JPA amendment recommendations	Administrators	October 29, 2021
	2	City councils & town board work sessions to review JPA recommendations	Lead staff Administrators	November 31 ideally, but no later than December 31, 2021
	3	Legal counsel(s) prepare amended JPA. May include attorneys from each community. SRWMO board to provide feedback on bylaws (to be an appendix to the JPA).	Lead legal counsel	February 28, 2021
	4	Reviews of amended JPA		March 31, 2021
		Legal	Each community's legal counsel	
		Staff-level	Administrators	
		SRWMO board	SRWMO board	
	5	JPA approval by city councils and town board	Administrators	May 31, 2021

Leadership roles:

- Lead staff _____ [NAME] _____
To coordinate the process, keep files updated so everyone has the same version, gather signature pages, direct the lead attorney, etc.
- Lead attorney _____ [NAME] _____
To turn the plain language recommended changes into an amended JPA. To coordinate input from all community attorneys.

Key contacts:

Jack Davis, East Bethel Administrator	jack.davis@ci.east-bethel.mn.us
Elizabeth Mursko, Columbus Administrator	cityadministrator@ci.columbus.mn.us
Pam Olson, Linwood Clerk	pam.olson@linwoodtownship.org
Denise Webster, Ham Lake Administrator	dwebster@ci.ham-lake.mn.us
Janet Hegland, SRWMO board liaison	counciljaneth@ci.columbus.mn.us
Jamie Schurbon, SRWMO Admin	jamie.schurbon@anokaswcd.org

DRAFT
SRWMO Joint Powers Agreement
Recommended Amendments

This document is the SRWMO Board's recommended edits and reasoning, modified slightly with recommendations from city administrators. The agreement is shown in its entirety with mark-ups. Recommendations are provided in general terms, with the expectation that legal counsel would prepare exact wording. Where suggested wording is provided, it is meant only to convey a general approach.

Last update: 10/26/2021/2021

AMENDED

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION

JOINT POWERS AGREEMENT

THIS AMENDED JOINT POWERS AGREEMENT made and entered into as of the date of execution by and between the Local Government Units of the City of Columbus, City of East Bethel, City of Ham Lake and Linwood Township. The purpose of this Joint Powers Agreement is to establish a Water Management Organization to assist the member local units of government with surface water, ground water, water quality and water usage issues.

WHEREAS, the parties to this Agreement have authority pursuant to Minnesota Statutes, Chapter 471.59, to jointly or cooperatively, by agreement, exercise any power common to the contracting parties. Pursuant to Minnesota Statutes, Chapters 103B.201 to 103B.255, these local units of government have authority to jointly or cooperatively manage or plan for the management of surface water within a defined watershed; and

WHEREAS the parties to this Agreement desire to prepare a surface water management plan for the purpose of management and implementation of the programs identified by Minnesota Statutes, Chapters 103B.201 through 103B.255.

NOW, THEREFORE, the parties to this Agreement do mutually agree as follows:

SECTION I

General Purpose

1.1 It is the general purpose of the parties to this Agreement to establish a Water Management Organization to jointly and cooperatively develop and implement a Watershed Management Plan in accordance with MN Statutes 103B.201 to 103B.253 and MN Rules 8410. ~~for the purposes which may include any of the following as identified in a~~

Commented [JS1]: The SRWMO board recommends directly referencing the proposes of WMOs in statute rather than in this document.

~~State-approved, locally adopted Watershed Management Plan of the Watershed Management Organization of (a) protecting, preserving, and using natural surface and groundwater storage and retention systems in the Sunrise River Watershed; (b) minimizing public capital expenditures needed to correct flooding and water quality problems; (c) identifying and planning for means to effectively protect and improve surface and groundwater quality; (d) assist with establishing more uniform local policies and official controls for surface and ground water management; (e) preventing erosion of soil into surface water systems; (f) promoting groundwater recharge; (g) protecting and enhancing fish and wildlife habitat and water recreational facilities; and (h) securing other benefits associated with the proper management of surface and groundwater. The plan and programs shall operate within the boundaries of the Sunrise River Watershed as set forth in Appendix 1 and 2, attached hereto (hereinafter "Area").~~

SECTION II

Sunrise River Watershed Management Organization

2.1 Establishment: There is hereby established the "Sunrise River Watershed Management Organization" whose membership shall be appointed in accordance with the provisions of this section and whose duties shall be to carry out the purposes contained herein. The Sunrise River Watershed Management Organization (hereinafter "Organization") shall be constituted as described in Section 2.2.

2.2 Membership Appointment: Each party to this Agreement shall appoint two (2) representatives to serve as members of the Organization board. Each representative of a party to this agreement who is current in the payment of operating costs shall have one (1) vote. Representatives appointed to the Organization board shall be evidenced by a resolution or certified copy of official meeting minutes of the governing body of each party and filed with the Organization.

2.3 ~~Alternate Members: Each party to this Agreement may appoint one~~ ~~One~~ alternate member of the Organization board ~~may be appointed~~ by appropriate resolution or certified copy of official meeting minutes ~~of the governing body of each party to this Agreement~~ filed with the Organization. The alternate member may attend any meeting of the Organization board when a regular member representing that party is absent and vote on behalf of the party the member represents. If an Organization board member is also an officer of the Organization, the alternate member shall not be entitled to serve as such officer.

2.4 Term: The members of the Organization board shall be filled by the governing body of the party whose membership position on the board is vacant. Removal of a board member or alternate board member shall be at the sole discretion of the appointing authority. The term of appointment is at the sole discretion of the appointing authority.

Commented [JS2]: Question for attorney: Does this conflict with partnering in the Lower St. Croix 1WIP or with doing project within the watershed but outside the SRWMO (ex. Isanti Co)?

Question for attorney: Can Appendix 1 and 2 be replaced with either:

- a) Only a map, as in appendix 2 and omitting the legal description?
- b) An online map that is periodically updated?

The underlying problem is that the SRWMO boundary is periodically updated to reflect new hydrologic understanding or changes in drainage. When that happens, the map in the JPA becomes outdated and an updated legal description is not available.

Commented [JS3]: Revise to allow each party to have one alternate. As currently written it allows 1 alternate amongst all parties, who must be approved by all parties.

2.5 Vacancies: The Organization shall notify the Board of Water and Soil Resources of member appointments and vacancies in member positions within 30 days. A vacancy on the Organization board shall be filled by 90 days after the vacancy occurs by the governing body of the party whose membership position on the board is vacant.

~~Vacancies resulting from expiration of members' terms or other reasons shall be filled in accordance with MN Statute 103B.227 subd 1 and 2 or as subsequently amended, only after published notice of the vacancy once a week for two (2) successive weeks in a newspaper of general circulation in the watershed management organization area. The notices must state that the party is considering applications for appointment of a member to the Organization board and that persons interested in being appointed to serve on the board may submit their names to the appointing authority for consideration. A vacancy shall not be filled until at least 15 days have elapsed after the last published notice.~~

Commented [JS4]: Add direct reference to the notice publication requirements in MN Stat. 103B.227 subd 1 and 2 or as subsequently amended. In this way JPA text is minimized and any future changes to state law are automatically incorporated.

2.6 Compensation and Expenses: The Organization members shall not be entitled to compensation or reimbursement for expenses incurred in attending meetings, except to the extent that the governing body of a party may determine to compensate or reimburse the expenses of the member(s) it appoints, in which case the obligation to make such payments shall be that of the party and not that of the Organization.

2.7 Officers: The Organization board shall elect from its membership a chair, a vice-chair, a secretary, and a treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the board. An officer may serve only while a member of the Organization. A vacancy in an office shall be filled from the membership of the board by election for the remainder of the unexpired term of such office.

Commented [JS5]: Move to bylaws in an appendix to the JPA?

2.8 Duties of Officers: The duties of the officers of the Organization shall be as outlined in Parts 40 and 41, Article VII, Robert's Rules of Order, as the board deems necessary.

Commented [JS6]: Move to bylaws in an appendix to the JPA?

2.9 Quorum: Voting members of the Organization board representing a majority of the parties to this Agreement shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting.

2.10 Meetings:

A. Meetings of the Organization board will be scheduled as needed, with the annual meeting held ~~in in or around~~ February ~~at the East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011~~. Notice of all regular meetings shall be provided ~~in compliance with State Open Meeting law (insert statute reference), with a minimum of thirty (30) days advance notice of the meeting by the secretary of the Board to all parties to this Agreement. Such meeting notice shall be posted on the official notification board for each party to this agreement.~~

Commented [JS7]: Move to bylaws in an appendix to the JPA?

At the annual meeting the board, at a minimum, shall:

1. Elect officers for the next fiscal year;
2. Establish the annual budget and work plan;

3. Hear recommendations on amendments to this agreement and the watershed management plan;
4. Biennially renew or decide on contracts for professional, legal, and administrative services; and
5. Decide on meeting dates.
6. Select a newspaper of record and principal notification board for public notices.

B. Special meetings may be held at the call of the chair or by any three (3) members of the board giving not less than 72 hours written notice of the time, place, and purpose of such meeting delivered by mailed or email to the residence of each Organization member and delivered to the City or Town Hall of each party to this Agreement.

C. All meetings of the board are subject to Minnesota Statutes, Section 13D and the notice provisions contained therein. Posted notice, when required, shall be given separately to each party to this Agreement.

2.11 Conduct of Meetings: ~~The Organization board shall adopt follow a modified Roberts Rules of Order and procedure for the conduct of its meetings; the board may adopt any such rules as a majority of all voting members shall agree.~~ Decisions by the board may not require more than a majority vote, ~~except a decision on a capital improvement project may require a unanimous vote by all parties.~~

Commented [JS8]: Move to bylaws in an appendix to the JPA?

Commented [JS9]: Capital improvement projects are not defined, therefore requiring unanimous votes for them is confusing. See section 3.12 where the process for approving "works of improvement" is suggested.

2.12 Organization Office: The office of the Organization shall be the East Bethel City Hall, 2241 221st Avenue NE, East Bethel, MN 55011. All notices to the Organization shall be delivered or served at said office.

Commented [JS10]: Move to bylaws in an appendix to the JPA?

SECTION III

Organization Powers and Duties

3.1 Authority: Upon execution of the Agreement by all parties, the Organization shall have authority provided for in Minnesota Statutes, Chapter 103B. ~~211-201~~ through 103B. ~~255253~~, unless otherwise limited by this Agreement that provides for, in part:

A. The authority to prepare, adopt and implement a plan for the Sunrise River Watershed meeting the requirements of Minnesota Statutes, Chapter 103B.231.

B. The authority to review and approve local water management plans as provided in Minnesota Statutes, Chapter 103B.235, Subd. 3, Review.

C. Other powers necessary to exercise the authority under clauses A and B, including the power to enter into contracts for the performance of functions with governmental units or persons.

3.2 Watershed Management Plan: The Organization shall prepare a Watershed Management Plan for the Sunrise River Watershed. The plan shall be in compliance with

Minnesota Statutes, chapter 103B.231, Subd. 4 [and MN Rules 8410](#) as from time to time amended. ~~This Chapter describes plan contents to include but not limited to the following:~~

Commented [JS11]: Delete to avoid any conflict with future law changes. Replace A-H below with a reference to state statute.

~~A. Description of the existing physical environment, land use and development in the Sunrise River Watershed. It shall further describe the environment, land use and development proposed in existing local and metropolitan comprehensive plans; and~~

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~~B. Present information on the hydrologic system in the Sunrise River Watershed and its components, including any drainage systems previously constructed under Minnesota Statutes, Chapter 103E, and existing and potential problems relating thereof; and~~

~~C. State objectives and policies, including management principles, alternatives and modifications, water quality, and protection of natural characteristics; and~~

~~D. Set forth a management plan, including the hydrologic and water quality conditions that will be sought and significant opportunities for improvement; and~~

~~E. Describe the effect of the Watershed Management Plan on existing drainage systems; and~~

~~F. Describe conflicts between the Watershed Management Plan and existing plans of local government units; and~~

~~G. Set forth an Implementation Program consistent with the Watershed Management Plan, which may include a Capital Improvement Program; and~~

~~H. Set out a procedure for amending the Watershed Management Plan. The plan shall be amended as required from time to time.~~

3.3 Employment: The Organization may contract for services, may contract services from parties to this Agreement, or may employ such other persons as it deems necessary. Where staff services of a party are contracted, such services shall not reduce the financial commitment of such party to the operating fund of the Organization unless the Organization so authorizes.

3.4 Committees: The Organization may appoint such committees and subcommittees as it deems necessary. The Organization shall establish a citizen advisory committee and technical advisory committee and promote other means of public participation.

Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Organization board and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Organization board. In all cases, committees shall be advisory in nature and their findings shall be referred to the Organization board. Issues that may warrant formation of advisory committees include but are not limited to

amendments or updates to the Organization's Watershed Management Plan; lake level or water quality issues; a total maximum daily load (TMDL) impaired waters study or implementation of the study; capital improvement projects; major hydrological changes in the watershed and others as deemed appropriate by the Organization board.

Technical advisory committees shall include technical experts in areas relating to land use, natural resources, pollution control, and soil and water resources.

Citizen advisory committees shall include residents and elected officials from the affected area including but not limited to homeowners; business owners; lake association or lake improvement district representatives; and, others, as deemed appropriate by the Organization Board.

All advisory committees shall include at least one Organization board member.

3.5 Rules and Regulations: The Organization may prescribe and promulgate such rules and regulations as it deems necessary or expedient to carry out its powers and duties and the purpose of the Agreement.

3.6 Review and Recommendations: Where the Organization is authorized or requested to review and make recommendations on any matter relating to the Watershed Management Plan, the Organization shall act on such matter within 60 days of receipt of the matter referred. Failure of the Organization to act within 60 days shall constitute approval of the matter referred, unless the Organization requests and receives from the referring unit of government an extension of time to act on the matter referred. Such extension shall be in writing and acknowledged by both parties.

The Board shall adopt an appeal procedure for any party aggrieved by a decision of the Board or an alleged failure to implement the Plan pursuant to Minnesota Statutes, Chapter 103B.231, Subd. 13.

Commented [JS12]: Move to bylaws in an appendix to the JPA?

3.7 Ratification: The Organization may, and where required by this Agreement shall, refer matters to the governing bodies of the parties for review, comment or action.

3.8 Financial Matters:

A. Method of Operation: The Organization may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Organization. The Organization may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Organization in accordance with procedures established herein. Checks shall be signed by the chair or treasurer. Other legal instruments shall be executed on behalf of the Organization by the chair or vice-chair upon authorization by the Board and an appointed Board member.

Commented [JS13]: The SRWMO has adopted financial procedures requiring dual signatures on checks and other financial safeguards. Move to bylaws in an appendix to the JPA?

B: Budgeting. On or before June 1st of each year, the Organization shall prepare a work plan and budget for the following year. The annual budget shall provide details to support

the proposed revenues and expenditures for the Organization. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs authorized in Section 3.12, and insurance costs as authorized in Section 3.14.

Commented [JS14]: Text moved from section below.

Upon the approval of a majority of the Board Boardpartners of this agreement, the budget shall be recommended to the parties for ratification along with a statement showing each party's proposed share of the budget. The budget shall be implemented only after ratification by all parties to this Agreement. The Board shall consider objections to the budget submitted by any party within 60 days of distribution of the budget to the parties. Failure of a party to respond within 60 days constitutes ratification. After considering objections, the Board may amend the budget. The budget may not be adopted if the governing bodies of two or more member units object to it.

Commented [JS15]: A problem with the current budgeting process is that failure to act or an objection from any party prevents budget adoption. The suggested text or similar would address the concern.

After adoption ratification by the Organization, the Organization Chair or Vice Chair shall certify the recommended budget to each party together with a statement showing the budgeted amounts applicable to each party. Each party shall pay over to the Organization the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.

Commented [JS16]: Moved from section below.

Any party who is more than 60 days in default in contributing its share to the general fund shall have the vote of its Board member suspended pending the payment of its proportionate share. Any Board member whose vote is under suspension shall not be considered as an eligible member as such membership affects the number of votes required to proceed on any matter under consideration by the Board.

BC. Contributions of the Parties Operating Funds. On or before June 1st of each year, the Organization shall prepare a work plan and operating budget for the following year. The annual budget shall provide details to support the proposed revenues and expenditures for the Organization. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs authorized in Section 3.12, and insurance costs as authorized in Section 3.14. Upon the approval of a majority of the partners of this agreement, the budget shall be recommended to the parties for ratification along with a statement showing each party's proposed share of the budget. The budget shall be implemented only after ratification by all parties to this Agreement. Failure to ratify or pay its share of the budget by any party to this Agreement shall be subject to the procedures in Section 3.6. The budget will include work plan and operating costs. Work Plan Budget - Each party's share of the operating work plan budget cost is based on 50% of their portion of the watershed's Total Market Value (TMV) and 50% of their portion of the Total Taxable Watershed Acreage (TWA).

Commented [JS17]: Text moved to section above.

Work Plan - $((PA / WA) + (PV / WV)) / 2$ = the party's percentage share of the organization's operating budget.

PA = Party's area within the watershed organization area

WA = watershed organization area

PV = party's market valuation within the watershed organization area

WV = market valuation of the watershed organization area

Operating ~~Costs~~ Budget - Total amount to be divided equally between members of the Joint Powers Agreement. Operating costs per the operating budget are defined as copies, postage, recording secretary fees, insurance, and administrative fee charged to each member community. The administrative fee may include fees for general administrative services, annual reporting to the State and member communities, required public notice postings, and required advertisement for bids for secretarial or administrative professional services.

Commented [JS18]: The recommended text additions provide additional definition of operating expenses. The text is based upon 2019 discussions amongst communities.

~~After ratification by the Organization, the Organization Chair or Vice Chair shall certify the recommended budget to each party on or before June 1 of each year together with a statement showing the budgeted amounts applicable to each party. Each party shall pay over to the Organization the amount owing in two (2) equal installments, the first on or before January 15 and the second on or before July 15 in accordance with the tax year for which the amount due is being paid.~~

Commented [JS19]: Moved to section above.

C. Review Services: When the Organization is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Organization shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Organization to be extraordinary and substantial, the Organization may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review services determined by the Organization to be extraordinary and substantial. Where the Organization determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Sunrise River, but the party is not a member of the Sunrise River Watershed Management Organization, the party to be charged shall receive written notice from the Organization of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the party to be charged objects within fifteen (15) days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the party shall be responsible for the cost thereof. If the party to be charged objects to the proposed fee for such services with fifteen (15) days and the party and the Organization are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Organization. Payment for such services shall be in advance of any work performed.

3.9 **Annual Audit.** The Organization shall ~~annually~~ prepare a comprehensive financial report on operations and activities at the frequency required by state statute or rule. An ~~annual~~ audit, by an independent accounting firm or the State Auditor, shall be provided for that includes a full and complete audit of all books and accounts the Organization is charged with maintaining. Such audit shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the annual financial report and auditor's statement shall be provided to all parties to this agreement and to the Board of Water and Soil Resources ~~no later than June 30th of each year.~~ The report to the Board of Water and Soil Resources shall include an annual activity report. All of its books, reports and records shall be available for and open to examination by any party at all reasonable times.

Commented [JS20]: Update to require an audit when required by State law. MN Rules 8410 have required an audit every five years for the SRWMO because it is below a revenue threshold.

3.10 **Gifts, Grants, Loans.** The Organization may, within the scope of this Agreement, accept gifts, may apply for and use grants of money or other property from the United States, the State of Minnesota, a local government unit or other governmental unit or organization or any person or entity for the purpose described herein. The Organization may enter into any reasonable agreement required in connection therewith. The Organization shall comply with any laws or regulations applicable to grants, donations and agreements. The Organization may hold, use, and dispose of such money or property in accordance with the terms of the gift, grant, or agreement relating thereto.

3.11 **Contracts.** The Organization may make such contracts and enter into any such agreements as it deems necessary to make effective any power granted to it by this Agreement. Every contract for the purchase or sale of merchandise, materials, or equipment by the Organization shall be let in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345 and the Joint Exercise of Powers Statute, Minnesota Statutes, Section 471.59. No member or employee of the Organization or officer or employee of any of the parties shall be directly or indirectly have an interest in any contract made by the Organization.

3.12 **Works of Improvement:** Works of improvement for protection and management of the natural resources of the Area, including, but not limited to, improvements to property, land acquisition, easements, or right-of-way, may be initiated by:

Commented [JS21]: Consider replacing section 3.12 or more clearly specifying what type of project would have only a local benefit. The premise of the state law that created WMOs is that all parties within a watershed benefit, directly or indirectly, from water management within the watershed. There are many cases where the benefit to a party is a matter of degree.

A. Inclusion in the SRWMO Watershed Management Plan:

B. Majority vote of the Organization for projects using <\$10,000 in funds from the Parties.

Commented [JS22]: Definition of "works of improvement" is vague. Arguably many watershed projects are works of improvement but they may range from very small (\$200 shoreline protection) to large (\$500K stormwater project).
Suggestions:
a) Require that the SRWMO board, during preparation of its watershed management plan and any amendments, identify projects of local, not regional, benefit and a funding mechanism for each.
b) Any projects not in the watershed management plan utilizing >\$10K in member community funds must be approved by the member communities or amended to the watershed management plan.

A. Recommendation of the Organization to a party or parties; or

B. Petition to the Organization by the governing body of a party or parties.

Where works of improvement are recommended by the Organization, the Organization shall first determine whether such improvement will result in a local or regional benefit to the area. Where the Organization determines that the benefits from the

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improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Organization may recommend such improvement to the governing body of the unit of government which the Organization determines will be benefited. The recommendation shall include the total estimated cost of the improvement and a detailed description of the benefits to be realized.

Where the Organization determines that the benefits from the improvement will be beyond the local unit or beyond the boundaries of the party in which the improvement is to be established, the Organization may recommend such improvement to each party to this Agreement which the Organization determines will be benefited thereby. The recommendation of the Organization shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each party to this Agreement and the portion of the cost to be borne by each party benefited in accordance with the benefit of party to this Agreement.

Each party to whom the Organization submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Organization determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Organization determines that the benefits of such improvement will be regional, all Parties to this Agreement must ratify the project proposal before any project is moved forward by the Organization. Should the project not be ratified by all Parties to this Agreement, the Organization shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Organization, unless and until the Organization determines that said improvement is no longer feasible.

When works of improvement are initiated by a Party to this Agreement, a copy of the proposed project shall be submitted to the Organization for review and comment. The Organization shall review and make recommendations on the proposed improvement and its compliance with the Organization's management plan ~~in accordance with the provisions of Section 3.5 of this Agreement.~~

Commented [JS23]: Section 3.5 is an erroneous reference. That section is not germane to this topic. Delete reference.

~~When a proposed improvement may be eligible for grant funds, the Organization may apply. Any local matching funds committed must be in an approved Organization budget, in the Organization's Watershed Management Plan, or secured by a written commitment from other sources. federal or state funds as a cost share project, the Organization shall receive the approval of all Parties to this Agreement prior to submission of any grant request. No member Party shall unreasonably withhold approval for a grant application. All improvements that are considered for state or federal grant funding that have a local or member share (matching funds) must be submitted for approval in advance of the proposed grant award. All improvements that are considered for state or federal grant funding shall be presented to each Party to the Agreement for review, comment and approval and shall provide details to include projects scope, estimated cost, estimated matching share, benefits to be derived and project timing.~~

Commented [JS24]: Recommend removing the requirement for the WMO to get all communities' approval to pursue a grant. Most grant application timelines are too short (~2mo) to allow this process. Every grant the SRWMO has ever pursued has been for a project in the watershed plan.

Projects on real property must have a written maintenance agreement.

Commented [JS25]: As general practice and a requirement of most grants, the SRWMO already requires maintenance agreements to ensure member communities are not unduly burdened and to ensure project longevity.

3.13 Claims. The Organization or its agents may enter upon lands within or without the Sunrise River Watershed to make surveys and investigations to accomplish the purpose of the Organization. The Organization shall be liable for actual damages resulting there from. But every person who claims damages shall serve the Chairperson or Secretary of the Organization with a notice of claim as required by Minnesota Statutes, Section 466.05. The Organization shall obtain court orders authorizing and directing such entries when necessary due to refusals of landowners to allow the same.

3.14 Indemnification and Insurance. Any and all claims that arise or may arise against the Organization, its agents or employees as a consequence of any act or omission on the part of the Organization or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the parties. The Organization shall indemnify, hold harmless and defend the parties, their officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the parties, their officers, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Organization, its agents or employees in the execution, performance, or failure to adequately perform the Organization's obligations and understandings pursuant to the Agreement.

The Organization agrees that in order to protect itself as well as the parties under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance policies in the minimum limits specified.

A. Commercial General Liability/Professional Liability: \$1,250,000 per incident and shall include the following endorsements:

Commented [JS26]: Revise to at least \$1.5M. Our insurer (MCIT) has indicated this is the statutory minimum.

B. Automobile Coverage (\$0)

C. Worker's Compensation Coverage (statutory minimum)

The minimum liability limits shall be increased to the statutory limits provided for member local units of government in Minnesota Statutes.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed or not renewed without a minimum of thirty (30) days prior notice thereof to each of the parties.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Organization will furnish the parties with certificates of insurance listing each party to the Agreement as an additional insured.

Commented [JS27]: Attorney review requested. Necessary and appropriate?

3.15 General: The Organization may take all such other actions as are reasonably necessary and convenient to carry out the purpose of this Agreement.

SECTION IV

Mediation

4.1 The parties agree that any controversy that cannot be resolved between parties shall be submitted to for mediation. Mediation shall be conducted by a mutually agreeable process by all parties.

Commented [JS28]: Recommend adding a more robust or detailed dispute resolution process. There has been concern in the past that failure of one party to ratify the budget would leave the organization with no budget, putting the entire organization and all parties in peril of State reprimand or penalties for failing to implement the watershed plan. Also concerning is that any party's failure to act in a timely fashion could imperil projects or programs.

SECTION V

Termination of Agreement

5.1 This Agreement may be terminated by approval of two-thirds vote of the governing bodies of each party hereto, provided that all such approvals occur within a ninety (90) day period. Withdrawal of any party may be accomplished by filing written notice with the Organization and the other parties sixty (60) days prior to the effective date of termination. No party may withdraw from this Agreement until the withdrawing party has met its full financial obligations through the effective date of such withdrawal.

SECTION VI

Dissolution of Organization

6.1 The Organization shall be dissolved under any of the following conditions:

- A. Upon termination of this Agreement;
- B. Upon unanimous agreement of all parties; or
- C. Upon the membership of the Organization being reduced to fewer than three (3) parties.
- D. Process. At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Organization shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties. Such distribution of Organization assets shall be made in proportion to the total contributions to the Organization for such costs made by each party. All payments due and owing for operating costs under Section 3.8, B, or other unfilled financial obligations, shall continue to be the lawful obligation of the parties.

SECTION VII

Amendment

7.1 The Organization may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by all governing bodies of the parties. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Organization and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

SECTION VIII

Counterparts

8.1 This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the parties hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all parties.

Commented [JS29]: Recommend a review of all state statute referred to in the JPA. Replace any that are outdated with a reference to current statute, "or as amended in the future."

Commented [JS30]: Recommended by League of MN Cities: Add a data practices section and conflict of interest section.

Commented [JS31]: Note that appendices 1 and 2 (SRWMO area description and map) will need updated soon. A boundary adjustment by the neighboring RCWD is expected to be complete by the end of 2021.

Commented [JS32]: Add a "Definitions" section to the JPA as appropriate.

Commented [JS33]: Make all state statute references live hyperlinks.

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

CITY OF COLUMBUS

By: _____
Mayor

Dated: _____

By: _____
City Administrator

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

CITY OF EAST BETHEL

By: _____
Mayor

Dated: _____

By: _____
City Administrator

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

CITY OF HAM LAKE

By: _____
Mayor

Dated: _____

By: _____
City Administrator

IN WITNESS OF, the parties hereto have executed this Agreement as of the ____ day of _____, 2011.

LINWOOD TOWNSHIP

By: _____
Board Chair

Dated: _____

By: _____
Township Clerk

SRWMO JPA Appendix 1

SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION
LEGAL DESCRIPTION OF SUBJECT PROPERTY

All of Linwood Township, Anoka County.

That part of East Bethel Township, Anoka County lying Easterly of the following described line:

Beginning on the Anoka and Isanti County Line at the Northwest corner of East Half of East Half of Section 25, Township 34 North, Range 23 West, Anoka County, Minnesota; thence South along the West line of East Half of East Half of Section 25 and East Half of East Half of Section 36 to the Southeast corner of Northwest Quarter of Northeast Quarter of Section 36; thence Southwesterly in a straight line to the intersection of Durant Street and 231st Lane NE on the East line of Section 35, Township 34 North, Range 23 West, thence South along Durant Street to 229^h Avenue at the Northeast corner of Section 2, Township 33 North, Range 23 West; thence West along 229^h Avenue and North line of Section 2 to East Bethel Boulevard at the Northwest corner of Section 2; thence Southerly along East Bethel Boulevard to 221st Avenue and the North line of Section 11, Township 33 North Range 23 West; thence in a straight line to East Bethel Boulevard at the Northwest corner of the Southwest Quarter of Section 11; thence Southerly along East Bethel Boulevard to the center of Section 22, Township 33 North Range 23 West; thence in a straight line to the Northwest corner of the Southeast quarter of the Southwest Quarter of Section 22. Thence South along the West line of East Half of Southwest Quarter of Section 22 and the East Half of Northwest Quarter of Section 27 to the Southwest corner of East Half of Northwest Quarter Section 27;

Thence West along the North line of Southwest Quarter Section 27 to the West line of Section 27; thence South along the West line of Sections 27 and 34 to the Northeast corner of the Southeast Quarter of Section 33, Township 33 North, Range 23 West:

Thence West along the North line of the Southeast Quarter of Section 33 to the centerline of County Road No. 68 (Greenbrook Drive); thence Southerly along the centerline of County Road No. 68 to the South line of Section 33, which is also the South line of East Bethel, and the North line of Ham Lake; and there terminating.

That part of Columbus Township, Anoka County lying Northerly of the following described line:

Beginning at the West line of Section 6, Township 32 North, Range 22 West, at the Northwest corner of the South Half of Section 6, which is the Northerly line of Coon Creek Watershed District; thence Easterly along the Northerly line of the South Half of Section 6 to the Southwest corner of East Half of Northeast Quarter of Section 6; thence North along the West line of East Half of Northeast Quarter to the Northwest

corner of the East Half of Northeast Quarter; thence East along the North line of Section 6 to the Southwest corner of Section 32, Township 33 North, Range 22 West;

Thence North along the West line of Section 32 to the Northwest corner of the South Half of the South Half of Section 32, thence Easterly along the North line of South Half of South Half to the East line of Section 32; thence Southerly along the Easterly line of Section 32 and Section 5, Township 32 North, Range 22 West, to the Southwest corner of Northwest Quarter of Section 4; thence Easterly along the South line of the Northwest Quarter to Northwest corner of East Half of Southwest Quarter; thence Southerly along the West line of East Half of Southwest Quarter to South line of Section 4; thence Easterly along the South line of Section 4 to the Northeast corner of Northwest Quarter of Section 9;

Thence Southerly along the East line of Northwest Quarter to Northeast corner of Southwest Quarter, of Section 9; thence, departing from the boundary of Coon Creek Watershed District to follow the Northerly line of Rice Creek Watershed District, Southerly on the East line of the Southwest Quarter to the Southeast corner of the Northeast Quarter of the Southwest Quarter; thence Easterly on the North line of the South Half of the Southeast Quarter to the Northeast corner of the South Half of the Southeast Quarter of Section 9; thence Northerly on the West line of Section 10 to the Northwest corner of the South Half of the Northwest Quarter of Section 10;

Thence Easterly on the North line of the South Half of the North Half of Section 10 and South Half of the Northwest Quarter of Section 11 to the Northeast corner of the South Half of the Northwest Quarter of Section 11; thence Northerly on the West line of the East Halves of Sections 11 and 2 to the Northwest corner of South Half of Southeast Quarter of Section 2; thence Easterly on the South line of North half of Southeast Quarter of Section 2 to a point of intersection with the Southerly extension of the East line of Lot 1, Block 2, (Hansen Farms); thence North on said line to the Northeast corner of Lot 1, Block 2, (Hansen Farms); thence Northeasterly to the Southeast corner of Lot 8, Block 1, (Hansen Farm's); thence North along the East line of Lot 8, Block 1, (Hansen Farms) to the Northeast corner of Lot 8, Block 1, (Hansen Farms) at the North line of South Half of Section 2; thence Easterly on the North line of the South Halves of Section 2 and 1 to the Northeast corner of the Southwest Quarter of Section 1; thence Southerly on the East line of the Southwest Quarter to the Southeast corner of the Southwest Quarter; thence Easterly on the North line of Section 12 to the Northeast corner of the West Half of the Northeast Quarter of Section 12;

Thence Southerly on the East line of the West Half of the Northeast Quarter to the Southeast corner of the West Half of the Northeast Quarter; thence Easterly on the North line of the Southeast Quarter to the Northeast corner of the Southeast Quarter; this point being on the East boundary of Columbus Township, and the East boundary of Anoka County; and there terminating.

That part of Ham Lake, Anoka County described as follows:

Government Lot 1 and Government Lot 2 Section 1, the Northeast Quarter of Section 1, the Northwest Quarter of the Southeast Quarter of Section 1, the Southeast Quarter of the Northwest Quarter of Section 1, the North Half of the Southwest Quarter of Section 1, the Southwest Quarter of the Southwest Quarter of Section 1 and that part of Government Lot 1 of Section 2 lying North of the Southeast Quarter, Government Lot 3 and Government Lot 4, Section 2 and Government Lot one and Government Lot 3 in Section 3, the Southeast Quarter of the Southeast Quarter of Section 3, that part of Government Lot 2 in Section 3 lying East of the West Half of the Northeast Quarter, all in Township 32 North, Range 23 West.

That part of Forest Lake Township, Washington County lying Westerly of the following described line:

The center line of Elmcrest Ave N within the Northeast Quarter of Section 6, Township 32 North, Range 21 West.

Commented [JS34]: Updated map from 2018. Boundary update anticipated in late 2021, at which time an updated map will be needed.

