

# 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 19, 2022

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

### **2.0 PUBLIC COMMENT**

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

3.1 Commander Paul Lenzmeier, Anoka County Sheriff's Office Monthly Report

### **4.0 CONSENT AGENDA**

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

4.1 Approval of minutes of December 5, 2022

4.2 Approval of claims

4.3 Approval of the Position Classification and Compensation Study

4.4 Approval of a Resolution replacing City-Wide Outdoor Warning Sirens using Cable Funds and American Rescue Plan Act (ARPA) Funds

4.5 Approval of not waiving the monetary limits on municipal tort liability coverage

4.6 Approval of a Resolution for the State of Minnesota Agency Agreement for Federal Participation in Construction

4.7 Road Committee Recommendations:

1) Approval of the Plans and Specifications for the 2023 overlay projects and authorization to advertise for bids

### **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

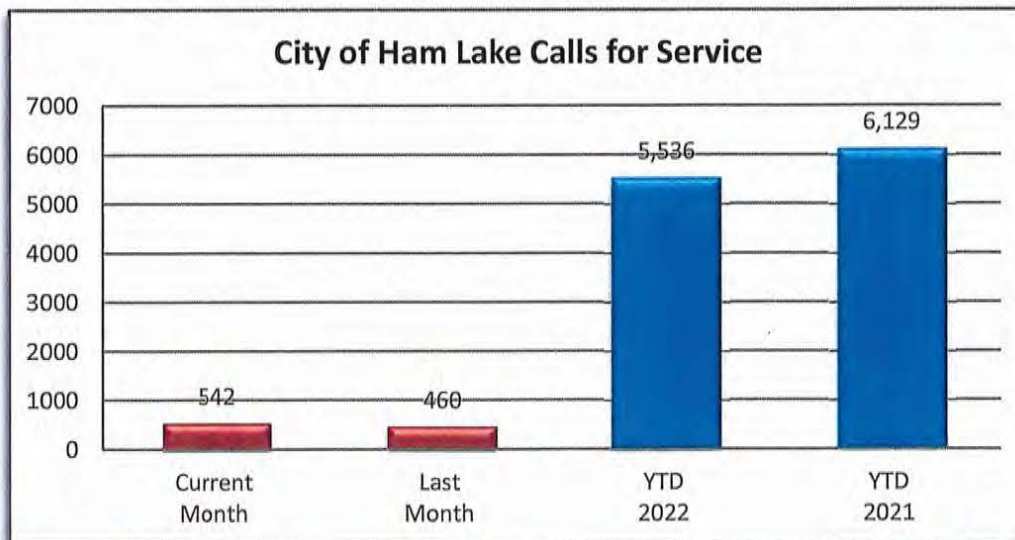
11.2 Discussion of dredging the channel between South Coon Lake and Coon Lake and the pathway

11.3 Announcements and future agenda items

**PATROL DIVISION**

**CITY OF HAM LAKE - JANUARY - NOVEMBER 2022**

| OFFENSE          | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YTD 2022 | YTD 2021 |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|----------|
| Call for Service | 455 | 362 | 424 | 459 | 569 | 538 | 517 | 598 | 512 | 560 | 542 |     | 5,536    | 6,129    |
| Burglaries       | 2   | 1   | 2   | 1   | 2   | 3   | 4   | 1   | 3   | 2   | 1   |     | 22       | 26       |
| Thefts           | 14  | 11  | 8   | 18  | 16  | 17  | 9   | 19  | 9   | 11  | 9   |     | 141      | 196      |
| Crim Sex Conduct | 0   | 0   | 3   | 0   | 1   | 0   | 1   | 1   | 1   | 0   | 0   |     | 7        | 6        |
| Assault          | 1   | 0   | 1   | 0   | 2   | 1   | 1   | 2   | 1   | 0   | 2   |     | 11       | 9        |
| Dam to Property  | 5   | 2   | 5   | 5   | 2   | 4   | 7   | 6   | 0   | 1   | 0   |     | 37       | 80       |
| Harass Comm      | 1   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |     | 2        | 2        |
| PI Accidents     | 3   | 4   | 7   | 5   | 16  | 6   | 5   | 9   | 9   | 6   | 9   |     | 79       | 76       |
| PD Accidents     | 45  | 29  | 23  | 18  | 18  | 23  | 17  | 23  | 30  | 41  | 49  |     | 316      | 272      |
| Medical          | 60  | 51  | 39  | 47  | 62  | 71  | 62  | 79  | 73  | 64  | 78  |     | 686      | 612      |
| Animal Complaint | 12  | 15  | 14  | 16  | 27  | 14  | 24  | 27  | 31  | 20  | 22  |     | 222      | 185      |
| Alarms           | 25  | 29  | 32  | 26  | 37  | 32  | 27  | 30  | 27  | 34  | 41  |     | 340      | 422      |
| Felony Arrests   | 5   | 3   | 7   | 4   | 6   | 7   | 6   | 2   | 10  | 8   | 2   |     | 60       | 67       |
| GM Arrests       | 3   | 1   | 3   | 4   | 4   | 5   | 5   | 4   | 3   | 5   | 3   |     | 40       | 16       |
| Misd Arrests     | 3   | 2   | 6   | 4   | 9   | 4   | 8   | 10  | 7   | 3   | 8   |     | 64       | 75       |
| DUI Arrests      | 3   | 2   | 3   | 2   | 2   | 4   | 2   | 1   | 4   | 2   | 1   |     | 26       | 34       |
| Domestic Arrests | 1   | 1   | 7   | 1   | 5   | 1   | 2   | 4   | 2   | 0   | 2   |     | 26       | 11       |
| Warrant Arrests  | 7   | 6   | 4   | 5   | 7   | 8   | 6   | 8   | 11  | 6   | 10  |     | 78       | 82       |
| Traffic Stops    | 141 | 175 | 176 | 133 | 170 | 138 | 160 | 188 | 177 | 220 | 205 |     | 1,883    | 1543     |
| Traffic Arrests  | 49  | 74  | 42  | 41  | 45  | 36  | 31  | 55  | 42  | 73  | 40  |     | 528      | 502      |

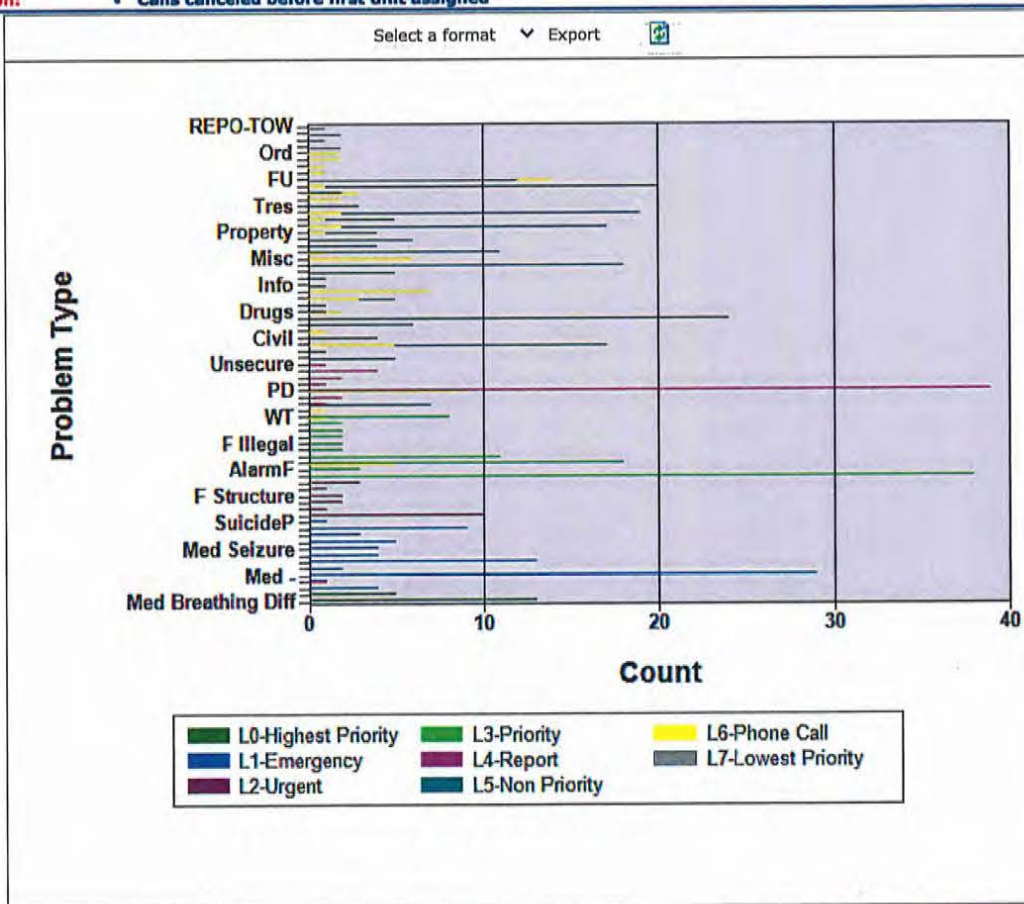


### Problem Type Summary

1:42 PM 12/12/2022

Data Source: Data Warehouse

|                   |  |
|-------------------|--|
| <b>Agency:</b>    | <b>LAW ENFORCEMENT</b>                             |
| <b>Division:</b>  | <b>Ham Lake Law</b>                                |
| <b>Day Range:</b> | <b>Date From 11/1/2022 To 11/30/2022</b>           |
| <b>Exclusion:</b> | <b>• Calls canceled before first unit assigned</b> |



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

| Problem Type | Priority |   |    |    |   |    |   |   | Total     |
|--------------|----------|---|----|----|---|----|---|---|-----------|
|              | 0        | 1 | 2  | 3  | 4 | 5  | 6 | 7 |           |
| 911          | 0        | 0 | 10 | 0  | 0 | 0  | 0 | 0 | <b>10</b> |
| Abandon      | 0        | 0 | 0  | 0  | 0 | 5  | 0 | 0 | <b>5</b>  |
| Abuse        | 0        | 0 | 0  | 0  | 0 | 1  | 0 | 0 | <b>1</b>  |
| AbuseP       | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AlarmB       | 0        | 0 | 0  | 38 | 0 | 0  | 0 | 0 | <b>38</b> |
| AlarmCO      | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AlarmCOIll   | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AlarmF       | 0        | 0 | 0  | 3  | 0 | 0  | 0 | 0 | <b>3</b>  |
| AlarmFsmoke  | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AlarmHoldup  | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AlarmV       | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AlarmWF      | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Animal       | 0        | 0 | 0  | 0  | 0 | 17 | 5 | 0 | <b>22</b> |
| AnimalResc   | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Arson        | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Assault      | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| AssaultP     | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Boat Assist  | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Bomb         | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| BombP        | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Broadcast    | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| Burg         | 0        | 0 | 0  | 0  | 1 | 0  | 1 | 0 | <b>2</b>  |
| BurgP        | 0        | 0 | 1  | 0  | 0 | 0  | 0 | 0 | <b>1</b>  |
| Civil        | 0        | 0 | 0  | 0  | 0 | 4  | 0 | 0 | <b>4</b>  |
| CivilP       | 0        | 0 | 0  | 0  | 0 | 0  | 0 | 0 | <b>0</b>  |
| CSC          | 0        | 0 | 0  | 0  | 0 | 1  | 1 | 0 | <b>2</b>  |
| Debris       | 0        | 0 | 0  | 0  | 0 | 6  | 0 | 0 | <b>6</b>  |
| Deer         | 0        | 0 | 0  | 0  | 0 | 24 | 0 | 0 | <b>24</b> |
| Disorderly   | 0        | 0 | 0  | 0  | 1 | 7  | 0 | 0 | <b>8</b>  |
| Dom          | 0        | 0 | 0  | 18 | 0 | 0  | 5 | 0 | <b>23</b> |
| DomP         | 0        | 4 | 0  | 0  | 0 | 0  | 0 | 0 | <b>4</b>  |



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VisiNet Browser : 21.102.194.8 - Problem Type Summary

|                |   |    |   |    |   |    |    |    |    |
|----------------|---|----|---|----|---|----|----|----|----|
| Drugs          | 0 | 0  | 0 | 0  | 0 | 1  | 2  | 0  | 3  |
| DUI            | 0 | 0  | 0 | 11 | 0 | 0  | 0  | 0  | 11 |
| Dumping        | 0 | 0  | 0 | 0  | 0 | 1  | 0  | 0  | 1  |
| Escort         | 0 | 0  | 0 | 0  | 0 | 5  | 3  | 0  | 8  |
| ExPat          | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 2  | 2  |
| F Aircraft     | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Assist       | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F CleanUp      | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Collapse     | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Dump         | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Elec Small   | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Expl         | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Gas In       | 0 | 0  | 0 | 2  | 0 | 0  | 0  | 0  | 2  |
| F Gas Out      | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Grass fire   | 0 | 0  | 2 | 0  | 0 | 0  | 0  | 0  | 2  |
| F Illegal      | 0 | 0  | 0 | 2  | 0 | 0  | 0  | 0  | 2  |
| F Misc         | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Mutual Aid   | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Oven         | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Powerlines   | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F SmokeIn      | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F SmokeOut     | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Structure    | 0 | 0  | 2 | 0  | 0 | 0  | 0  | 0  | 2  |
| F Train        | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Veh          | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| F Water Rescue | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Fight          | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Flood In       | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Flood out      | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Fraud          | 0 | 0  | 0 | 0  | 0 | 3  | 7  | 0  | 10 |
| FraudP         | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| FU             | 0 | 0  | 0 | 0  | 0 | 0  | 14 | 12 | 26 |
| PW             | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Gun            | 0 | 0  | 0 | 0  | 0 | 0  | 1  | 0  | 1  |
| Harass         | 0 | 0  | 0 | 0  | 0 | 0  | 1  | 0  | 1  |
| Info           | 0 | 0  | 0 | 0  | 0 | 1  | 0  | 0  | 1  |
| Lift Assist    | 0 | 0  | 0 | 0  | 2 | 0  | 0  | 0  | 2  |
| Liq            | 0 | 0  | 0 | 0  | 0 | 1  | 0  | 0  | 1  |
| Lockout        | 0 | 0  | 0 | 0  | 0 | 5  | 0  | 0  | 5  |
| LockoutP       | 0 | 1  | 0 | 0  | 1 | 0  | 0  | 0  | 2  |
| MA             | 0 | 0  | 0 | 0  | 0 | 18 | 0  | 0  | 18 |
| MASS           | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Med -          | 0 | 29 | 0 | 0  | 0 | 0  | 0  | 0  | 29 |
| Med Alarm      | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Med Allergic   | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |
| Med Assault    | 0 | 0  | 0 | 0  | 0 | 0  | 0  | 0  | 0  |

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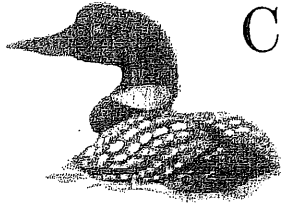
VisiNet Browser : 21.102.194.8 - Problem Type Summary

|                    |    |    |   |   |    |    |   |   |    |
|--------------------|----|----|---|---|----|----|---|---|----|
| Med Bleed          | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Breathing Diff | 13 | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 13 |
| Med Breathing Not  | 5  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 5  |
| Med Choking        | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Drown          | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Electro        | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Fall           | 0  | 2  | 0 | 0 | 0  | 0  | 0 | 0 | 2  |
| Med Heart          | 0  | 13 | 0 | 0 | 0  | 0  | 0 | 0 | 13 |
| Med Hold           | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med ILL            | 0  | 4  | 0 | 0 | 0  | 0  | 0 | 0 | 4  |
| Med Info           | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med OB             | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Priority       | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Seizure        | 0  | 4  | 0 | 0 | 0  | 0  | 0 | 0 | 4  |
| Med Stab-Gunshot   | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Med Stroke         | 0  | 5  | 0 | 0 | 0  | 0  | 0 | 0 | 5  |
| Med Uncon          | 0  | 3  | 0 | 0 | 0  | 0  | 0 | 0 | 3  |
| Medex              | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 1 | 1  |
| Misc               | 0  | 0  | 0 | 0 | 0  | 5  | 6 | 0 | 11 |
| MiscO              | 0  | 0  | 0 | 0 | 0  | 11 | 1 | 0 | 12 |
| Mutual Aid Law     | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Noise              | 0  | 0  | 0 | 0 | 0  | 4  | 0 | 0 | 4  |
| NoTag              | 0  | 0  | 0 | 0 | 0  | 0  | 2 | 0 | 2  |
| Ord                | 0  | 0  | 0 | 0 | 0  | 0  | 2 | 0 | 2  |
| Other              | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Park               | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| PD                 | 0  | 0  | 0 | 0 | 39 | 1  | 9 | 0 | 49 |
| Person             | 0  | 0  | 0 | 0 | 1  | 0  | 0 | 0 | 1  |
| PI                 | 0  | 9  | 0 | 0 | 0  | 0  | 0 | 0 | 9  |
| POR                | 0  | 0  | 0 | 0 | 0  | 6  | 0 | 0 | 6  |
| Property           | 0  | 0  | 0 | 0 | 0  | 4  | 1 | 0 | 5  |
| PW                 | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 2 | 2  |
| REPO-TOW           | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 1 | 1  |
| RJ                 | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| RoadClosure        | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Robbery            | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| RobberyP           | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Shots              | 0  | 0  | 0 | 2 | 0  | 0  | 0 | 0 | 2  |
| Slumper            | 0  | 0  | 0 | 0 | 2  | 0  | 0 | 0 | 2  |
| StolenProp         | 0  | 0  | 0 | 0 | 0  | 0  | 0 | 0 | 0  |
| Suicide            | 0  | 0  | 0 | 0 | 4  | 0  | 0 | 0 | 4  |
| SuicideP           | 0  | 1  | 0 | 0 | 0  | 0  | 0 | 0 | 1  |
| Susp               | 0  | 0  | 0 | 0 | 0  | 17 | 2 | 0 | 19 |
| SuspP              | 0  | 0  | 0 | 2 | 0  | 0  | 0 | 0 | 2  |
| Theft              | 0  | 0  | 0 | 0 | 0  | 5  | 1 | 0 | 6  |
| TheftP             | 0  | 0  | 1 | 0 | 0  | 0  | 0 | 0 | 1  |

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VisiNet Browser : 21.102.194.8 - Problem Type Summary

|           |    |    |    |    |    |     |    |    |     |
|-----------|----|----|----|----|----|-----|----|----|-----|
| Threat    | 0  | 0  | 0  | 0  | 0  | 0   | 0  | 0  | 0   |
| ThreatP   | 0  | 0  | 0  | 0  | 0  | 0   | 0  | 0  | 0   |
| Traf      | 0  | 0  | 0  | 0  | 0  | 19  | 2  | 0  | 21  |
| Tres      | 0  | 0  | 0  | 0  | 0  | 3   | 0  | 0  | 3   |
| UNK       | 0  | 0  | 3  | 0  | 0  | 0   | 0  | 0  | 3   |
| Unsecure  | 0  | 0  | 0  | 0  | 1  | 0   | 0  | 0  | 1   |
| Vand      | 0  | 0  | 0  | 0  | 0  | 2   | 2  | 0  | 4   |
| VandP     | 0  | 0  | 0  | 0  | 0  | 0   | 0  | 0  | 0   |
| VehTheft  | 0  | 0  | 0  | 0  | 0  | 2   | 3  | 0  | 5   |
| VehTheftP | 0  | 0  | 0  | 0  | 0  | 0   | 0  | 0  | 0   |
| Weapon    | 0  | 0  | 0  | 0  | 0  | 0   | 0  | 0  | 0   |
| Weather   | 0  | 0  | 0  | 0  | 0  | 0   | 0  | 0  | 0   |
| Welfare   | 0  | 0  | 0  | 0  | 0  | 20  | 1  | 0  | 21  |
| WelfareP  | 0  | 0  | 0  | 2  | 0  | 0   | 0  | 0  | 2   |
| WT        | 0  | 0  | 0  | 8  | 0  | 0   | 1  | 0  | 9   |
| Total     | 18 | 75 | 19 | 88 | 52 | 199 | 73 | 18 | 542 |



# CITY OF HAM LAKE

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Ham Lake, Minnesota 55304  
(763) 434-9555  
Fax: (763) 434-9599

## CITY OF HAM LAKE

### CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES MONDAY, DECEMBER 5, 2022

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, December 5, 2022 at 6:00 p.m. in the Council Chambers at the Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

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

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** City Attorney, Mark Berglund; City Engineer, Dave Krugler; City Engineer, Tom Collins; City Administrator, Denise Webster; Deputy City Clerk, Dawnette Shimek; and Finance Director, Andrea Murff

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

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

#### **2.0 PUBLIC COMMENT**

Kit Poser, 1561 140<sup>th</sup> Avenue NE, stated that there is a hazardous curb on 140<sup>th</sup> Avenue NE that is not getting paved and they are not receiving mail because of it. Ms. Poser presented the City Council with photos and asked that the curb be repaired.

Cindy Kallestad, 16620 Bataan Street NE, stated that she received her 2023 proposed taxes and is concerned with the \$90.00 increase. Ms. Kallestad asked why the increase is so high and what will she be getting for it. Mayor Kirkham stated it would be discussed during the public hearing of the budget.

Brian Elfert, 4830 170<sup>th</sup> Lane NE, stated that his taxes are going up more than \$90 and asked what new services are they getting. Mr. Elfert stated that his road is not plowed in a timely manner. Mr. Elfert stated that he previously lived in Shoreview and they would have his road plowed twice in the same manner of time that Ham Lake plows it once. Mr. Elfert asked how the street fund is going to bankrupt the City. Mayor Kirkham stated that the street improvement projects have been reevaluated for budget purposes and improved the outlook of the budget. Mr. Elfert stated that his taxes pay for everyone else to have beautifully paved streets and is upset that he is paying for this.

David Nigon, 1607 140<sup>th</sup> Avenue NE, stated he moved to Ham Lake 15 years ago and lives north of the Larson Systems project located at 13847 Aberdeen Street NE. Mr. Nigon stated that there was a grove of pine trees on the property that screened the industrial area. Mr. Nigon stated that one day all the trees were removed and he now views the industrial park. Engineer Collins stated that the City Code does require screening on commercial properties adjacent to residential property. Engineer Collins stated that the plan was approved by the Planning Commission and City Council with the requirement of screening. Mr. Nigon stated that they were not notified of the proposed construction. It was determined that Larson's Systems is



an allowed use in the Commercial Development Tier 2 zoning and notification of neighboring properties is not required.

Tim Larson of Larson Systems was present and stated that they are taking advantage of the growth of their business and are developing the property in first rate. Mr. Larson stated that evergreens will be planted to screen the property and the property will be maintained. Mr. Larson stated that they left what trees they could and that there was one that was totally hollow inside. Mr. Larson stated that the property will look nice when finished. Mr. Larson stated that the anticipated finish date is Spring/Summer of 2023. Mr. Larson stated that he would be happy to talk to the concerned neighbors after the meeting.

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

3.2 6:02 P.M. – Public Hearing – to consider the vacation of a portion of the drainage and utility easement for Larson Systems located at 13847 Aberdeen Street NE in Section 32 and adoption of Resolution No. 22-42

**Mayor Kirkham opened the public hearing at 6:24 p.m. for comment and with there being none, closed the public hearing at 6:25 p.m.**

**Motion by Kirkeide, seconded by Parranto, to adopt Resolution No. 22-42 approving the vacation of a portion of the drainage and utility easement for Larson Systems located at 13847 Aberdeen Street NE in Section 32. All in favor, motion carried.**

3.1 6:01 P.M. – Public Hearing – to consider the adoption of Resolution No. 22-41 for the 2023 Budget, Levy and Five-Year Capital Improvement Plan

Mayor Kirkham stated that while working on the budget the Council started with a 15% levy increase and worked to bring it down to a 11.49% levy increase from 2022. Mayor Kirkham stated that there are increases in contracts with the Sheriff's Department and Metro-Inet. Mayor Kirkham stated that fuel costs have increased 40% and also impacted the budget. Mayor Kirkham stated that the City Council toured the roads in the City to further evaluate their condition; the 5-year revolving street fund was then re-evaluated and the revolving street fund no longer shows a deficit. Mayor Kirkham stated that there is also an increase in staff benefits and wages. Funds that are scheduled for increases are 1) Revolving Street Fund transfer increased \$200,000 to \$1,100,000; 2) Fire Equipment Fund transfer increased \$55,000 to \$285,000; 3) Public Works Equipment Fund transfer increased \$50,000 to \$200,000; 4) Building Inspection Equipment Fund transfer increased \$3,000 to \$10,000; and 5) EOC transfer increased \$2,000 since the transfer was not done in 2022. Mayor Kirkham stated that the City is planning to construct Fire Station 3 in 2023 and will borrow from reserves and pay those reserves back in 10 years. Mayor Kirkham stated that the tax capacity rate is down 2%. Mayor Kirkham added that if property values had not increased, the taxes would have gone down.

**Mayor Kirkham opened the public hearing at 6:31 p.m. for comment.**

Cindy Kallestad, 16620 Bataan Street NE, stated that all of the costs are justifiable and seem reasonable. The City Council thanked Ms. Kallestad.

Annette Jewell-Ceder, 4950 170<sup>th</sup> Lane NE, stated that a lot of what she was thinking about has already been addressed.

Mayor Kirkham stated there are options that could be looked into. City Assessor has explained that values did go up and values cannot be changed at this time. Finance Director, Andrea Murff, stated there is property tax relief if taxes are raised 12% , property owners may be eligible for a property tax refund.

Annette Jewell-Ceder, 4950 170<sup>th</sup> Lane NE, asked if 170<sup>th</sup> Avenue NE is being evaluated as she would like an overlay. Engineer Krugler stated that an overlay would not hold; the road would fall apart. Ms. Jewell-Ceder stated that she was not aware this was an issue and asked if there would be room to off-set the improvement. Mayor Kirkham said the City assesses for the first street improvement and future improvements would paid for by the City. Mayor Kirkham agreed that 170<sup>th</sup> Avenue NE is not holding up. Ms. Jewell-Cedar feels they should receive a reduction in the cost of the improvement because they have been paying taxes. Councilmember Kirkeide stated that the City still pays 60% of the improvement costs as the assessments would not cover the cost to improve the road. Councilmember Kirkeide stated that the cost of road improvements has also risen because of fuel prices. Councilmember Kirkeide stated there are cities that charge an assessment to residents for improving existing streets. Mayor Kirkham stated that there is a scheduled date and time when residents can go to the County to dispute their property values.

Brian Elfert, 4830 170<sup>th</sup> Lane NE, added that when they purchased their properties they assumed that the road was constructed with blacktop and not millings.

**Mayor Kirkham asked for further public comment and with there being none, closed the public hearing at 6:47 p.m.**

**Motion by Kirkham, seconded by Doyle, to adopt Resolution No. 22-41 approving the 2023 Budget, Levy and Fire-Year Capital Improvement Plan. All in favor, motion carried.**

3.3 6:03 P.M. – Public Hearing – to consider the vacation of roadway and drainage and utility easements within and/or adjacent to the plats of Crosstown Rolling Acres Second Addition and Crosstown Rolling Acres Third Addition and adoption of Resolution No. 21-43

**Mayor Kirkham opened the public hearing at 6:49 p.m. for comment and with there being none, closed the public hearing at 6:50 p.m.**

**Motion by Kirkham, seconded by Parranto, to adopt Resolution No. 21-43 approving the vacation of roadway and drainage and utility easements within and/or adjacent to the plats of Crosstown Rolling Acres Second Addition and Crosstown Rolling Acres Third Addition. All in favor, motion carried.**

#### **4.0 CONSENT AGENDA**

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

- 4.1 Approval of minutes of November 21, 2022
- 4.2 Approval of claims in the amount of \$181,186.92
- 4.3 Approval of Resolution No. 22-44 designating polling sites for the 2023 Elections
- 4.4 Approval of Resolution No. 22-45 accepting a \$15,000 donation from the Ham Lake Chamber of Commerce
- 4.5 Approval of accepting the Whitetail Crossing 2<sup>nd</sup> Addition Development project and commencing

- the one-year warranty period
- 4.6 Approval of accepting the Hidden Forest East Third Addition Development project and Commencing the one-year warranty period
- 4.7 Approval of releasing the Maintenance Security for Hidden Forest East Second Addition
- 4.8 Approval of the resignation of William Vossberg and Michael Kopp from the Charter Commission and advertising in the *Ham Laker* for the open positions
- 4.9 Approval of extending conditional offers of employment to paid-on-call firefighters
- 4.10 Approval of extending the contract with Wruck Sewer and Portable Rentals for 3 more years (2023-2025) to provide and service various parks within the City
- 4.11 Approval of the following 2023 Business Licenses:  
Tobacco – Bidhipur Beverage, Inc. dba Ham Lake Liquors; Holiday Stationstores LLC dba Holiday Stationstores #2746223; 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-City Clubhouse LLC dba 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 SmoKing Shop; and DG Retail, LLC dba Dollar General #21464  
Cabaret – Maxx Bar & Grill Inc. dba Maxx Bar & Grill; Eagl Beverage Holdings, LLC dba Majestic Oaks Golf Club; and Dan Dahlin Inc., dba Ham Lake Lanes  
Vending Machine – Mendota Valley Amusement, Inc. (for Maxx Bar & Grill), Midwest Coin Concepts (Ham Lake Lanes)  
Recycling/Refuse – Ham Lake Haulers  
Hotel/Motel – Kevin Eggerth (Ham Lake Apartments), Oasis Life, LLC (AmericInn Ham Lake)

**Motion by Wilken, seconded by Parranto, to approve the December 5, 2022 consent agenda as written. All in favor, motion carried.** The City Council thanked the members of the Fire Department for their service, the Chamber of Commerce for their donation and the Charter members for their years of service.

- 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 Update of the Sunrise Watershed Management Organization (SRWMO) budget funding formulas  
Engineer Collins stated that he and Administrator Webster met with member communities of East Bethel, Columbus and Linwood Township to discuss the funding formula in the Joint Powers Agreement (JPA) and the 2024 budget for the SRWMO (Sunrise River Water Management Organization). Engineer Collins stated that the current funding formula is having member communities pay 25% each for operating expenses and a 50/50 ratio of land area and market value for non-operating expenses. Engineer Collins stated that the 50/50 ratio is 4.12% and that Ham Lake had requested that the operating expenses be revised to that percentage. Engineer Collins states that member communities are proposing a revision to the 50/50 ratio, based on private land area and public water area. Engineer Collins stated that the revision would result in the non-operating expenses increasing from 4.13% to 6.97%, which is a 69% increase. Engineer Collins stated that the member communities have discussed different non-operating funding formulas, with the member communities paying 25% each for revised operating expenses based on the revised 50/50 ratio, with the operating expenses being the same percentage as non-operating expenses, as requested by Ham Lake, or two funding alternatives that include a minimum contribution to the non-operating expenses. Engineer Collins stated that Ham Lake's expense based on the current funding formula is \$4,400.92, and the requested expense based on the 4.13% ratio would be \$1,801.77. Engineer Collins stated that Ham Lake's expenses based on the different proposed funding formulas would be \$5,290.91, \$3,045.91, \$3,983.72 and \$4,656.70 respectively. Engineer Collins stated that he told the member communities that his sense was that the Ham Lake City Council would not approve a funding formula that included a minimum contribution for non-operating expenses. **It was the consensus of the City Council to direct Engineer Collins to pursue withdrawal from the Sunrise Watershed Management Organization (SRWMO) and to explore alternatives for management of those portions of the City within the SRWMO and the Upper Rum River Watershed Management Organization (URRWMO).**

11.3 Announcements and future agenda items

Councilmember Wilken stated that the Fire Department did an awesome job and collected 8,186 pounds of food and \$7,074.24 in cash donations during the Santa ride on December 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> while riding through the neighborhoods with Santa on the truck. The City Council thanked the Fire Department, volunteers and generous people who donated or participated in the Santa ride.

**Mayor Kirkham called a recess at 7:02 p.m. in order to conduct a closed meeting.**

**CLOSED MEETING** - Pursuant to Minn. Stat. §13D.05, Subd. 3(c)(3) to discuss the purchase of real property identified as PIN #08-32-23-12-0021 (during a recess of the regularly scheduled City Council meeting)

**Mayor Kirkham called the closed meeting to order at 7:05 p.m. The closed meeting was adjourned at 7:17 p.m.**

**Mayor Kirkham reconvened the regular meeting at 7:19 p.m. Motion by Kirkeide, seconded by Wilken, to adjourn the meeting at 7:19 p.m. All in favor, motion carried.**

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Dawnette Shimek  
Deputy City Clerk



**CITY OF HAM LAKE**  
**CLAIMS SUBMITTED TO COUNCIL**  
**December 19, 2022**

**CITY OF HAM LAKE**

| <b>EFTS, CHECKS, AND BANK DRAFTS</b>       |                        | <b>12/06/22 - 12/19/22</b> |                      |
|--|------------------------|----------------------------|----------------------|
| EFT  | # 1777 - 1785          | \$                         | 49,999.46            |
| REFUND CHECKS                              | # 64618, 64623 - 63624 | \$                         | 64,625.42            |
| CHECKS                                     | # 64619, 64625 - 64667 | \$                         | 525,332.40           |
| BANK DRAFTS                                | DFT0002470 -DFT0002476 | \$                         | 28,346.88            |
| <b>TOTAL EFTS, CHECKS, AND BANK DRAFTS</b> |                        |                            | <u>\$ 668,304.16</u> |
| <b>PAYROLL CHECKS</b>                      |                        |                            |                      |
| 12/16/22                                   | Direct Deposits        | \$                         | 47,245.45            |
| 12/16/22                                   | #64620 - 64622         | \$                         | 571.48               |
| <b>TOTAL PAYROLL CHECKS</b>                |                        |                            | <u>\$ 47,816.93</u>  |
| <b>TOTAL OF ALL PAYMENTS</b>               |                        |                            | <u>\$ 716,121.09</u> |
| <b>VOID CHECKS</b>                         |                        |                            |                      |
| CHECKS                                     | #64519                 | \$                         | (4,995.00)           |
| ZERO EFT                                   |                        | \$                         | -                    |
| BANK DRAFTS                                |                        |                            |                      |

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 19TH DAY OF DECEMBER 2022

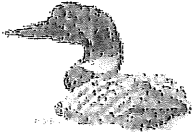
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER



Packet: ARPKT00635 - L2B2 ENCHANTED EST 3RD GRADING ESCROW REFUND

## Refund Detail

| Account Number | Name           | Check Date | Check Number         | Amount    |
|----------------|----------------|------------|----------------------|-----------|
| 00147          | S & R BUILDERS | 12/8/2022  | 64618                | 35,108.42 |
|                |                |            | Total Refund Amount: | 35,108.42 |

## Revenue Totals

| Revenue Code                              | Total Distribution |
|---|--------------------|
| TR- PERF BOND - PERFORMANCE BOND DEPOSIT  | 35,100.00          |
| TR - PERF INT - PERFORMANCE BOND INTEREST | 8.42               |
| Revenue Totals:                           | 35,108.42          |

## General Ledger Distribution

Posting Date: 12/08/2022

| Account Number          | Account Name               | Posting Amount | IFT |
|-------------------------|----------------------------|----------------|-----|
| Fund: 890 - TRUST FUND  |                            |                |     |
| 890-10101               | Cash-claim on pooled cash  | -35,108.42     | Yes |
| 890-22804               | Performance bonds          | 35,108.42      |     |
|                         | <b>890 Total:</b>          | <b>0.00</b>    |     |
| Fund: 999 - POOLED CASH |                            |                |     |
| 999-10100               | Pooled Cash                | -35,108.42     |     |
| 999-20702               | Due to other funds         | 35,108.42      | Yes |
|                         | <b>999 Total:</b>          | <b>0.00</b>    |     |
|                         | <b>Distribution Total:</b> | <b>0.00</b>    |     |



City of Ham Lake, MN

# Refund Check Register

Packet: ARPKT00643 - 12/13/22 TRUST REFUND

## Refund Detail

| Account Number | Name             | Check Date | Check Number         | Amount |
|----------------|------------------|------------|----------------------|--------|
| 00332          | KABAOJLTH LO HER | 12/13/2022 | 64623                | 150.00 |
|                |                  |            | Total Refund Amount: | 150.00 |

## Revenue Totals

| Revenue Code                    | Total Distribution |
|---------------------------------|--------------------|
| TRUST DEPOSITS - TRUST DEPOSITS | 150.00             |
| Revenue Totals:                 | 150.00             |

## General Ledger Distribution

Posting Date: 12/13/2022

| Account Number                 | Account Name               | Posting Amount | IFT |
|--------------------------------|----------------------------|----------------|-----|
| <b>Fund: 890 - TRUST FUND</b>  |                            |                |     |
| 890-10101                      | Cash-claim on pooled cash  | -150.00        | Yes |
| 890-11501                      | Misc receivables           | 150.00         |     |
|                                | <b>890 Total:</b>          | <u>0.00</u>    |     |
| <b>Fund: 999 - POOLED CASH</b> |                            |                |     |
| 999-10100                      | Pooled Cash                | -150.00        |     |
| 999-20702                      | Due to other funds         | 150.00         | Yes |
|                                | <b>999 Total:</b>          | <u>0.00</u>    |     |
|                                | <b>Distribution Total:</b> | <u>0.00</u>    |     |



Packet: ARPKT00645 - 12/14/22 TRUST REFUND

## Refund Detail

| Account Number | Name            | Check Date | Check Number                | Amount           |
|----------------|-----------------|------------|-----------------------------|------------------|
| 00296          | HAPPY BEANS LLC | 12/14/2022 | 64624                       | 29,367.00        |
|                |                 |            | <b>Total Refund Amount:</b> | <b>29,367.00</b> |

## Revenue Totals

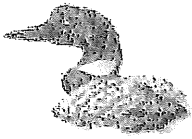
| Revenue Code                    | Total Distribution |
|---------------------------------|--------------------|
| TRUST DEPOSITS - TRUST DEPOSITS | 29,367.00          |
| <b>Revenue Totals:</b>          | <b>29,367.00</b>   |

## General Ledger Distribution

Posting Date: 12/14/2022

| Account Number                 | Account Name               | Posting Amount | IFT |
|--------------------------------|----------------------------|----------------|-----|
| <b>Fund: 890 - TRUST FUND</b>  |                            |                |     |
| 890-10101                      | Cash-claim on pooled cash  | -29,367.00     | Yes |
| 890-11501                      | Misc receivables           | 29,367.00      |     |
|                                | <b>890 Total:</b>          | <b>0.00</b>    |     |
| <b>Fund: 999 - POOLED CASH</b> |                            |                |     |
| 999-10100                      | Pooled Cash                | -29,367.00     |     |
| 999-20702                      | Due to other funds         | 29,367.00      | Yes |
|                                | <b>999 Total:</b>          | <b>0.00</b>    |     |
|                                | <b>Distribution Total:</b> | <b>0.00</b>    |     |





Payment Dates 12/6/2022 - 12/19/2022

| Payment Number | Vendor Name               | Description (Item)          | Account Name                   | Account Number | Amount    |
|----------------|---------------------------|-----------------------------|--------------------------------|----------------|-----------|
| 1777           | OPTUM BANK - 6011         | Health Savings Account-6011 | Flexible spending              | 100-21705      | 54.17     |
| 1778           | ARAMARK UNIFORM & CAREE   | PW UNIFORMS                 | Clothing & personal protectiv  | 100-43101-2210 | 87.52     |
| 1778           | ARAMARK UNIFORM & CAREE   | FIRST AID CABINET           | Safety supplies                | 100-43101-2240 | 12.00     |
| 1778           | ARAMARK UNIFORM & CAREE   | PARK UNIFORMS               | Clothing & personal protectiv  | 100-44101-2210 | 25.65     |
| 1778           | ARAMARK UNIFORM & CAREE   | PW UNIFORMS                 | Clothing & personal protectiv  | 100-43101-2210 | 86.86     |
| 1778           | ARAMARK UNIFORM & CAREE   | FIRST AID CABINET           | Safety supplies                | 100-43101-2240 | 12.00     |
| 1778           | ARAMARK UNIFORM & CAREE   | PARK UNIFORMS               | Clothing & personal protectiv  | 100-44101-2210 | 25.65     |
| 1778           | ARAMARK UNIFORM & CAREE   | PW UNIFORMS                 | Clothing & personal protectiv  | 100-43101-2210 | 86.86     |
| 1778           | ARAMARK UNIFORM & CAREE   | FIRST AID CABINET           | Safety supplies                | 100-43101-2240 | 12.00     |
| 1778           | ARAMARK UNIFORM & CAREE   | PARK UNIFORMS               | Clothing & personal protectiv  | 100-44101-2210 | 25.65     |
| 1779           | HOTSY MINNESOTA           | PRESURE WASHER REPAIR       | Building repair & maintenanc   | 100-43104-3420 | 257.07    |
| 1780           | O'REILLY AUTOMOTIVE STORE | BARREL PUMP                 | Building repair & maintenanc   | 100-43104-2310 | 254.99    |
| 1780           | O'REILLY AUTOMOTIVE STORE | WIPER FLUID                 | Operating supplies             | 100-43101-2290 | 18.54     |
| 1780           | O'REILLY AUTOMOTIVE STORE | SQUEEGEE                    | Operating supplies             | 100-43101-2290 | 6.99      |
| 1781           | STAR TRIBUNE MEDIA COMPA  | BUDGET                      | Legal notices/publications/bid | 100-41101-3950 | 27.36     |
| 1781           | STAR TRIBUNE MEDIA COMPA  | LARSON'S VACATION 2ND PU    | Legal notices/publications/bid | 100-41101-3950 | 129.60    |
| 1781           | STAR TRIBUNE MEDIA COMPA  | ELECTION NOTICE             | Legal notices/publications/bid | 100-41302-3950 | 61.92     |
| 1781           | STAR TRIBUNE MEDIA COMPA  | LARSON'S VACATION           | Legal notices/publications/bid | 890-90001-3950 | 129.60    |
| 1781           | STAR TRIBUNE MEDIA COMPA  | CROSSTOWN ROLLING ACRES     | Legal notices/publications/bid | 890-90001-3950 | 318.24    |
| 1781           | STAR TRIBUNE MEDIA COMPA  | SCHWARTZ ESTATES ORD 22-0   | Legal notices/publications/bid | 890-90001-3950 | 48.96     |
| 1782           | WRUCK SEWER & PORTABLE    | NOV HAM LAKE BOAT LANDIN    | Rentals-other                  | 100-44101-3390 | 45.50     |
| 1782           | WRUCK SEWER & PORTABLE    | NOV LION'S PLAYGROUND RE    | Rentals-other                  | 100-44101-3390 | 45.50     |
| 1783           | DELTA DENTAL PLAN OF MINN | DK COBRA                    | COBRA receivable               | 100-11502      | 51.84     |
| 1783           | DELTA DENTAL PLAN OF MINN | JAN DENTAL                  | Prepaid expense                | 100-15501      | 1,051.19  |
| 1784           | RFC ENGINEERING, INC.     | ABERDEEN, 144TH - 145TH     | Engineering                    | 431-43301-3135 | 295.70    |
| 1784           | RFC ENGINEERING, INC.     | TWIN BIRCH ACRES            | Engineering                    | 431-43301-3135 | 4,078.26  |
| 1784           | RFC ENGINEERING, INC.     | MEADOW PARK RECONSTRUC      | Engineering                    | 431-43301-3135 | 2,005.38  |
| 1784           | RFC ENGINEERING, INC.     | TIPPECANOE STREET           | Engineering                    | 431-43301-3135 | 778.00    |
| 1784           | RFC ENGINEERING, INC.     | CROSSTOWN BUSINESS PARK     | Capital assets                 | 262-46101-5110 | 19,200.71 |
| 1784           | RFC ENGINEERING, INC.     | COON LAKE CHANNEL DREDG     | Engineering                    | 100-41101-3135 | 13.86     |
| 1784           | RFC ENGINEERING, INC.     | ANOKA COUNTY GIS DATA EX    | Engineering                    | 100-41101-3135 | 196.15    |
| 1784           | RFC ENGINEERING, INC.     | PARK & TREE MAP             | Engineering                    | 100-41101-3135 | 12.69     |
| 1784           | RFC ENGINEERING, INC.     | COUNCIL MEETING             | Engineering                    | 100-41101-3135 | 281.63    |
| 1784           | RFC ENGINEERING, INC.     | CITY CODE UPDATE            | Engineering                    | 100-41102-3135 | 1,348.36  |
| 1784           | RFC ENGINEERING, INC.     | PLANNING COMMISSION MEE     | Engineering                    | 100-41601-3135 | 38.06     |
| 1784           | RFC ENGINEERING, INC.     | PLANNING/POTENTIAL DEVEL    | Engineering                    | 100-41601-3135 | 395.99    |
| 1784           | RFC ENGINEERING, INC.     | L1 B2 ENTERPRISE PLAZA 2ND  | Engineering                    | 100-42401-3135 | 234.21    |
| 1784           | RFC ENGINEERING, INC.     | HAM LAKE BUILDING PERMIT    | Engineering                    | 100-42401-3135 | 40.40     |
| 1784           | RFC ENGINEERING, INC.     | L15 B2 CROSSTOWN ROLLING    | Engineering                    | 100-42401-3135 | 25.00     |
| 1784           | RFC ENGINEERING, INC.     | L1 B2 ENTERPRISE PLAZA 2ND  | Engineering                    | 100-42401-3135 | 25.00     |
| 1784           | RFC ENGINEERING, INC.     | THOROUGHFARE PLAN           | Engineering                    | 100-43101-3135 | 263.27    |
| 1784           | RFC ENGINEERING, INC.     | 5 YEAR PLAN                 | Engineering                    | 100-43101-3135 | 374.11    |
| 1784           | RFC ENGINEERING, INC.     | SNOW PLOW MAP               | Engineering                    | 100-43102-3135 | 317.18    |
| 1784           | RFC ENGINEERING, INC.     | HAM LAKE AS LGU-WCA         | Engineering                    | 100-43201-3135 | 221.70    |
| 1784           | RFC ENGINEERING, INC.     | 2022 SWPPP UPDATE           | Engineering                    | 100-43201-3135 | 3,771.41  |
| 1784           | RFC ENGINEERING, INC.     | STORMWATER POND INVENT      | Engineering                    | 100-43201-3135 | 342.55    |
| 1784           | RFC ENGINEERING, INC.     | SRWMO 2023 BUDGET           | Engineering                    | 100-43201-3135 | 1,454.87  |
| 1784           | RFC ENGINEERING, INC.     | CCWD RULES AMENDMENTS       | Engineering                    | 100-43201-3135 | 231.88    |
| 1784           | RFC ENGINEERING, INC.     | NPDES                       | Engineering                    | 230-43201-3135 | 69.28     |
| 1784           | RFC ENGINEERING, INC.     | 181ST, CONCORD - 65         | Engineering                    | 431-43301-3135 | 656.68    |
| 1784           | RFC ENGINEERING, INC.     | 2023 REHAB                  | Engineering                    | 431-43301-3135 | 983.77    |
| 1784           | RFC ENGINEERING, INC.     | TOBY'S TRAILS               | Engineering                    | 890-90001-3135 | 1,408.47  |
| 1784           | RFC ENGINEERING, INC.     | CROSSTOWN ROLLING ACRES     | Engineering                    | 890-90001-3135 | 823.48    |
| 1784           | RFC ENGINEERING, INC.     | BOBBY'S CAR WASH            | Engineering                    | 890-90001-3135 | 857.94    |

| Payment Number | Vendor Name              | Description (Item)           | Account Name                  | Account Number | Amount     |
|----------------|--------------------------|------------------------------|-------------------------------|----------------|------------|
| 1784           | RFC ENGINEERING, INC.    | 831 - 159TH AVE LOT LINE ADJ | Engineering                   | 890-90001-3135 | 69.28      |
| 1784           | RFC ENGINEERING, INC.    | CONSTANCE BLVD TERRACE       | Engineering                   | 890-90001-3135 | 76.12      |
| 1784           | RFC ENGINEERING, INC.    | L2/3 B2 CROSSTOWN ROLLIN     | Engineering                   | 890-90001-3135 | 124.70     |
| 1784           | RFC ENGINEERING, INC.    | CROSSTOWN ROLLING ACRES      | Engineering                   | 890-90001-3135 | 166.27     |
| 1784           | RFC ENGINEERING, INC.    | CREEKSIDE FARMS              | Engineering                   | 890-90001-3135 | 215.68     |
| 1784           | RFC ENGINEERING, INC.    | EVERGREEN ESTATES            | Engineering                   | 890-90001-3135 | 230.66     |
| 1784           | RFC ENGINEERING, INC.    | WHITETAIL CROSSING 2ND       | Engineering                   | 890-90001-3135 | 281.05     |
| 1784           | RFC ENGINEERING, INC.    | CROSSTOWN ROLLING ACRES      | Engineering                   | 890-90001-3135 | 151.25     |
| 1784           | RFC ENGINEERING, INC.    | HIDDEN FOREST EAST 3RD       | Engineering                   | 890-90001-3135 | 488.83     |
| 1784           | RFC ENGINEERING, INC.    | FLAMINGO TERRACE             | Engineering                   | 890-90001-3135 | 724.50     |
| 1784           | RFC ENGINEERING, INC.    | HIDDEN FOREST EAST 2ND       | Engineering                   | 890-90001-3135 | 417.03     |
| 1784           | RFC ENGINEERING, INC.    | HOLIDAY                      | Engineering                   | 890-90001-3135 | 335.76     |
| 1784           | RFC ENGINEERING, INC.    | GROUP PERMIT BILLING         | Engineering                   | 100-43501-3135 | 2,743.61   |
| 1784           | RFC ENGINEERING, INC.    | CREEK VALLEY ROW2022-199     | Engineering                   | 431-43301-3135 | 96.99      |
| 1784           | RFC ENGINEERING, INC.    | MSA GROUP BILLING            | Engineering                   | 431-43301-3135 | 256.08     |
| 64619          | US POSTMASTER            | POSTAGE 6059 PIECES          | Postage                       | 231-43601-2120 | 1,123.50   |
| 64625          | ACCESS                   | NOV SHREDDING                | Waste management & recycli    | 231-43601-3630 | 137.20     |
| 64626          | ACE SOLID WASTE INC      | DEC ORGANICS                 | Waste management & recycli    | 231-43601-3630 | 356.01     |
| 64627          | ANCOM COMMUNICATIONS I   | 12 EARJACKS, BATTERIES, CHA  | Covid 19                      | 100-41701-4153 | 3,406.44   |
| 64628          | ASPEN MILLS INC          | SHIRTS - MR                  | Clothing & personal protectiv | 100-42201-2210 | 164.49     |
| 64629          | AUTO NATION INC          | #74 HOSES                    | Vehicle parts & supplies      | 100-43101-2340 | 193.27     |
| 64630          | BERGLUND, BAUMGARTNER,   | CITY COUNCIL MEETINGS        | Attorney                      | 100-41101-3110 | 660.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | TORT CLAIM                   | Attorney                      | 100-41101-3110 | 416.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | COON LAKE DREDGING           | Attorney                      | 100-41101-3110 | 128.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | SBA COMMUNICATIONS - SITE    | Attorney                      | 100-41101-3110 | 96.00      |
| 64630          | BERGLUND, BAUMGARTNER,   | PUBLIC SAFETY MEETING        | Attorney                      | 100-41101-3110 | 80.00      |
| 64630          | BERGLUND, BAUMGARTNER,   | RV OCCUPATION                | Attorney                      | 100-41101-3110 | 48.00      |
| 64630          | BERGLUND, BAUMGARTNER,   | CONSTANCE EASEMENTS          | Attorney                      | 100-41101-3110 | 192.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | 1360 CONSTANCE BLVD LOT A    | Attorney                      | 100-41501-3110 | 240.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | PROSECUTIONS                 | Attorney                      | 100-41501-3110 | 6,500.00   |
| 64630          | BERGLUND, BAUMGARTNER,   | PLANNING & ZONINE MEETIN     | Attorney                      | 100-41601-3110 | 176.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | JAKE'S AUTO MALL             | Attorney                      | 262-46101-3110 | 496.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | NEW LOOK CONTRACTING - T     | Attorney                      | 431-43301-3110 | 304.00     |
| 64630          | BERGLUND, BAUMGARTNER,   | TOBY'S TRAIL VARIANCE        | Attorney                      | 890-90001-3110 | 16.00      |
| 64630          | BERGLUND, BAUMGARTNER,   | HERZOG LOT LINE ADJ          | Attorney                      | 890-90001-3110 | 32.00      |
| 64631          | BUREAU OF CRIMINAL APPRE | CHILD BACKGROUND CHECKS      | Personnel testing & recruitme | 100-42201-3150 | 90.00      |
| 64632          | CENTERPOINT ENERGY       | CITY HALL                    | Natural gas                   | 100-41702-3620 | 422.89     |
| 64632          | CENTERPOINT ENERGY       | FIRE #2                      | Natural gas                   | 100-42202-3620 | 562.92     |
| 64632          | CENTERPOINT ENERGY       | FIRE #1                      | Natural gas                   | 100-42202-3620 | 195.45     |
| 64632          | CENTERPOINT ENERGY       | PW                           | Natural gas                   | 100-43104-3620 | 569.57     |
| 64632          | CENTERPOINT ENERGY       | H.L. PARK PAVILION           | Natural gas                   | 100-44102-3620 | 81.69      |
| 64632          | CENTERPOINT ENERGY       | H.L. PARK BUILDING           | Natural gas                   | 100-44102-3620 | 344.49     |
| 64632          | CENTERPOINT ENERGY       | SR CENTER                    | Natural gas                   | 100-44202-3620 | 227.71     |
| 64633          | CITY OF COLUMBUS         | NOV SIGNAL LEXINGTON & BR    | Electricity                   | 100-43401-3610 | 23.30      |
| 64634          | CITY OF EAST BETHEL      | 181ST, CONCORD - 65          | Contractors                   | 431-43301-3810 | 438,436.29 |
| 64635          | CITY OF ROSEVILLE        | 2022 DW LASERFICHE & ADO     | Software licenses & upgrades  | 100-41201-2510 | 26.64      |
| 64635          | CITY OF ROSEVILLE        | 2022 DS, LASERFICHE & ADOB   | Software licenses & upgrades  | 100-41301-2510 | 26.64      |
| 64635          | CITY OF ROSEVILLE        | 2022 AM, SK LASERFICHE & A   | Software licenses & upgrades  | 100-41401-2510 | 53.27      |
| 64635          | CITY OF ROSEVILLE        | 2022 JB LASERFICHE & ADOBE   | Software licenses & upgrades  | 100-41601-2510 | 26.64      |
| 64635          | CITY OF ROSEVILLE        | PHONES                       | Phones/radios/pagers          | 100-41701-3210 | 187.17     |
| 64635          | CITY OF ROSEVILLE        | IT SERVICE                   | Computer & software support   | 100-41707-3120 | 4,398.75   |
| 64635          | CITY OF ROSEVILLE        | 2022 TM, MR LASERFICHE & A   | Software licenses & upgrades  | 100-42201-2510 | 32.47      |
| 64635          | CITY OF ROSEVILLE        | PHONES                       | Phones/radios/pagers          | 100-42201-3210 | 78.00      |
| 64635          | CITY OF ROSEVILLE        | 2022 NW, TD, LASERFICHE &    | Software licenses & upgrades  | 100-42401-2510 | 59.11      |
| 64635          | CITY OF ROSEVILLE        | PHONES                       | Phones/radios/pagers          | 100-42401-3210 | 93.59      |
| 64635          | CITY OF ROSEVILLE        | 2022 JW ADOBE LICENSE        | Software licenses & upgrades  | 100-43101-2510 | 5.84       |
| 64635          | CITY OF ROSEVILLE        | PHONES                       | Phones/radios/pagers          | 100-43101-3210 | 46.75      |
| 64635          | CITY OF ROSEVILLE        | PHONES                       | Phones/radios/pagers          | 100-44101-3210 | 15.58      |
| 64635          | CITY OF ROSEVILLE        | PHONES                       | Phones/radios/pagers          | 100-44201-3210 | 62.42      |
| 64636          | CITY OF ST PAUL          | 15 TN ASPHALT MIX            | Street repair & maintenance s | 100-43101-2330 | 1,272.90   |

Council Approval List

Payment Dates: 12/6/2022 - 12/19/2022

| Payment Number | Vendor Name                | Description (Item)           | Account Name                  | Account Number | Amount    |
|----------------|----------------------------|------------------------------|-------------------------------|----------------|-----------|
| 64637          | CONNEXUS ENERGY            | GARAGE                       | Electricity                   | 100-41702-3610 | 117.12    |
| 64637          | CONNEXUS ENERGY            | CITY HALL                    | Electricity                   | 100-41702-3610 | 951.67    |
| 64637          | CONNEXUS ENERGY            | SOUTH WELCOME                | Electricity                   | 100-41703-3610 | 14.98     |
| 64637          | CONNEXUS ENERGY            | CITY SIGN                    | Electricity                   | 100-41703-3610 | 214.34    |
| 64637          | CONNEXUS ENERGY            | FIRE #2                      | Electricity                   | 100-42202-3610 | 239.85    |
| 64637          | CONNEXUS ENERGY            | FIRE #1                      | Electricity                   | 100-42202-3610 | 409.79    |
| 64637          | CONNEXUS ENERGY            | SIRENS                       | Electricity                   | 100-42302-3610 | 65.00     |
| 64637          | CONNEXUS ENERGY            | PW                           | Electricity                   | 100-43104-3610 | 750.19    |
| 64637          | CONNEXUS ENERGY            | STREET LIGHTS #2             | Electricity                   | 100-43401-3610 | 280.57    |
| 64637          | CONNEXUS ENERGY            | BUNKER/LEXINGTON SIGNALS     | Electricity                   | 100-43401-3610 | 67.03     |
| 64637          | CONNEXUS ENERGY            | LEXINGTON/CROSSTOWN SIG      | Electricity                   | 100-43401-3610 | 54.11     |
| 64637          | CONNEXUS ENERGY            | STREET LIGHTS #1             | Electricity                   | 100-43401-3610 | 25.38     |
| 64637          | CONNEXUS ENERGY            | HWY 65/BUNKER SIGNALS        | Electricity                   | 100-43401-3610 | 83.76     |
| 64637          | CONNEXUS ENERGY            | RADISSON/BUNKER SIGNALS      | Electricity                   | 100-43401-3610 | 77.86     |
| 64637          | CONNEXUS ENERGY            | HWY 65/ANDOVER BLVD SIGN     | Electricity                   | 100-43401-3610 | 77.12     |
| 64637          | CONNEXUS ENERGY            | CROSSTOWN/HWY 65 SIGNAL      | Electricity                   | 100-43401-3610 | 76.26     |
| 64637          | CONNEXUS ENERGY            | BUNKER/JEFFERSON SIGNALS     | Electricity                   | 100-43401-3610 | 71.34     |
| 64637          | CONNEXUS ENERGY            | HWY 65/CONSTANCE SIGNALS     | Electricity                   | 100-43401-3610 | 120.96    |
| 64637          | CONNEXUS ENERGY            | HAM LAKE PARK                | Electricity                   | 100-44101-3610 | 123.11    |
| 64637          | CONNEXUS ENERGY            | SODERVILLE PARK WELL         | Electricity                   | 100-44101-3610 | 13.50     |
| 64637          | CONNEXUS ENERGY            | SODERVILLE PARK              | Electricity                   | 100-44101-3610 | 37.84     |
| 64637          | CONNEXUS ENERGY            | LION'S PARK CONCESSION       | Electricity                   | 100-44102-3610 | 32.82     |
| 64637          | CONNEXUS ENERGY            | HAM LAKE PARK SHELTER        | Electricity                   | 100-44102-3610 | 30.24     |
| 64637          | CONNEXUS ENERGY            | LION'S PARK PAVILION         | Electricity                   | 100-44102-3610 | 88.19     |
| 64637          | CONNEXUS ENERGY            | HAM LAKE PARK BUILDING       | Electricity                   | 100-44102-3610 | 147.15    |
| 64637          | CONNEXUS ENERGY            | HAM LAKE PARK CONCESSION     | Electricity                   | 100-44102-3610 | 21.75     |
| 64637          | CONNEXUS ENERGY            | SR CENTER                    | Electricity                   | 100-44202-3610 | 512.43    |
| 64637          | CONNEXUS ENERGY            | STREET LIGHTS                | Electricity                   | 232-43701-3610 | 4,701.26  |
| 64639          | DEHN OIL CO                | 150 GAL GASOLINE             | Fuel                          | 100-43101-2230 | 395.25    |
| 64639          | DEHN OIL CO                | 226 GAL DIESEL               | Fuel                          | 100-43101-2230 | 892.70    |
| 64640          | ERIK SKOGQUIST             | 4TH QTR ASSESSING            | Assessing/property tax admin  | 100-41403-3105 | 10,317.20 |
| 64641          | FIRST ADVANTAGE LNS OCC H  | ANNUAL ENROLLMENT - CS       | Personnel testing & recruitme | 100-43101-3150 | 35.30     |
| 64642          | H & L MESABI INC           | CLAMP BAR                    | Operating supplies            | 100-43102-2290 | 42.00     |
| 64643          | JIM KALLAS REPAIR          | SAW REPAIR                   | Equipment parts & supplies    | 100-42201-2320 | 30.00     |
| 64644          | LANO EQUIPMENT, INC.       | #47 IDLER & BELT DRIVE       | Equipment parts & supplies    | 100-44101-2320 | 310.03    |
| 64645          | LINCOLN NATIONAL LIFE INSU | JAN ST DISABILITY            | Prepaid expense               | 100-15501      | 822.34    |
| 64645          | LINCOLN NATIONAL LIFE INSU | JAN LT DISABILITY            | Prepaid expense               | 100-15501      | 512.93    |
| 64645          | LINCOLN NATIONAL LIFE INSU | DEC ST DISABILITY DT & CS AD | STD/LTD                       | 100-21713      | 4.21      |
| 64646          | MARY WELLS                 | 4TH QTR ASSESSING            | Assessing/property tax admin  | 100-41403-3105 | 10,317.20 |
| 64647          | MCCLELLAN SALES INC        | EARPLUGS                     | Clothing & personal protectiv | 100-43101-2210 | 49.71     |
| 64648          | MENARDS-BLAINE             | RAKES                        | Operating supplies            | 100-44101-2290 | 29.97     |
| 64649          | MINNESOTA OCCUPATIONAL     | VACCINE - PM                 | Personnel testing & recruitme | 100-42201-3150 | 134.00    |
| 64650          | MN DEPT OF LABOR & INDUS   | ELEVATOR PERMIT              | Building repair & maintenanc  | 100-41702-3420 | 100.00    |
| 64651          | MN DEPT OF LABOR & INDUS   | FIRE #1 AIR COMP REGISTRATI  | Equipment repair & maintena   | 100-42201-3440 | 10.00     |
| 64652          | MN DEPT OF LABOR & INDUS   | FIRE #2 AIR COMP. REGISTRAT  | Equipment repair & maintena   | 100-42201-3440 | 10.00     |
| 64653          | MN DEPT OF LABOR & INDUS   | PW AIR COMPRESSOR REGIST     | Building repair & maintenanc  | 100-43104-3420 | 10.00     |
| 64654          | MN METRO NORTH TOURISM     | OCT LODGING TAX              | Convention bureau             | 263-46101-4120 | 2,221.23  |
| 64655          | MN PEIP                    | JAN HEALTH INSURANCE         | Prepaid expense               | 100-15501      | 11,526.83 |
| 64656          | OCCUPATIONAL HEALTH CENT   | DRUG TESTING                 | Personnel testing & recruitme | 100-43101-3150 | 76.00     |
| 64657          | PREMIUM WATERS INC         | NOV WATER                    | Equipment rentals             | 100-41701-3320 | 17.40     |
| 64657          | PREMIUM WATERS INC         | DEC WATER COOLER RENTAL      | Equipment rentals             | 100-41701-3320 | 14.00     |
| 64658          | RDO EQUIPMENT CO.          | #61 BEARING                  | Equipment parts & supplies    | 100-43101-2320 | 40.12     |
| 64659          | RECYCLE TECHNOLOGIES INC   | 12/3/22 RECYCLE EVENT        | Waste management & recycli    | 231-43601-3630 | 5,902.50  |
| 64660          | RICHARD TROY WOLENS        | URRWMO 5/3, 7/13             | Advisory/representative       | 100-43201-1610 | 60.00     |
| 64660          | RICHARD TROY WOLENS        | SRWMO 5/5, 6/28              | Advisory/representative       | 100-43201-1610 | 60.00     |
| 64660          | RICHARD TROY WOLENS        | SRWMO 11/3                   | Advisory/representative       | 100-43201-1610 | 30.00     |
| 64660          | RICHARD TROY WOLENS        | URRWMO 11/1                  | Advisory/representative       | 100-43201-1610 | 30.00     |
| 64661          | STOREY KENWORTHY           | W2, 1099-MISC, AND 1099-N    | Office supplies               | 100-41401-2110 | 92.35     |
| 64662          | SUMMIT COMPANIES           | RESIDENT FIRE EXTINGUISHER   | Fire Extinguisher             | 100-20203      | 40.00     |
| 64662          | SUMMIT COMPANIES           | FIRE EXTINGUISHER SERVICE    | Equipment repair & maintena   | 100-42201-3440 | 50.50     |

Council Approval List

Payment Dates: 12/6/2022 - 12/19/2022

| Payment Number | Vendor Name               | Description (Item)           | Account Name          | Account Number | Amount   |
|----------------|---------------------------|------------------------------|-----------------------|----------------|----------|
| 64662          | SUMMIT COMPANIES          | SEMI ANNUAL SUPPRESSION      | Inspections           | 100-44201-3460 | 249.00   |
| 64663          | SUNRISE RIVER WMO         | 2023 SUNRISE RIVER WMO       | Prepaid expense       | 100-15501      | 4,658.58 |
| 64663          | SUNRISE RIVER WMO         | SRWMO JPA                    | Sunrise WMO           | 100-43201-3710 | 2,000.00 |
| 64664          | TDS METROCOM INC          | 763-434-0454 ELEVATOR        | Phones/radios/pagers  | 100-41701-3210 | 39.41    |
| 64664          | TDS METROCOM INC          | 763-434-9605 FIRE #2         | Phones/radios/pagers  | 100-42201-3210 | 37.38    |
| 64665          | UNLIMITED SUPPLIES INC    | LOCK NUTS, MINI BULBS, MIS   | Operating supplies    | 100-43101-2290 | 122.06   |
| 64666          | UPPER RUM RIVER WATERSHE  | 2023 ÜRRWMO                  | Prepaid expense       | 100-15501      | 2,434.69 |
| 64667          | WRIGHT-HENNEPIN COOPERA   | DEC SECURITY MONITORING      | Monitoring            | 100-41702-3145 | 33.95    |
| 64667          | WRIGHT-HENNEPIN COOPERA   | DEC ELEVATOR MONITORING      | Monitoring            | 100-41702-3145 | 10.00    |
| 64667          | WRIGHT-HENNEPIN COOPERA   | DEC PW FIRE PANEL MONITO     | Monitoring            | 100-43104-3145 | 52.95    |
| DFT0002470     | MN STATE DEPT OF REVENUE- | NOV '22 FUEL TAX             | Fuel                  | 100-43101-2230 | 156.75   |
| DFT0002471     | COMPENSATION CONSULTAN    | Health Savings Account       | Flexible spending     | 100-21705      | 216.66   |
| DFT0002472     | EMPOWER                   | Deferred Compensation        | Deferred compensation | 100-21704      | 1,655.00 |
| DFT0002472     | EMPOWER                   | Roth IRA                     | Deferred compensation | 100-21704      | 50.00    |
| DFT0002473     | IRS-Payroll Tax           | Federal Withholding          | Federal WH/FICA/MC    | 100-21701      | 13.71    |
| DFT0002473     | IRS-Payroll Tax           | Medicare Payable             | Federal WH/FICA/MC    | 100-21701      | 3.32     |
| DFT0002473     | IRS-Payroll Tax           | Social Security Payable      | Federal WH/FICA/MC    | 100-21701      | 14.18    |
| DFT0002473     | IRS-Payroll Tax           | Federal Withholding          | Federal WH/FICA/MC    | 100-21701      | 5,297.46 |
| DFT0002473     | IRS-Payroll Tax           | Medicare Payable             | Federal WH/FICA/MC    | 100-21701      | 1,901.46 |
| DFT0002473     | IRS-Payroll Tax           | Social Security Payable      | Federal WH/FICA/MC    | 100-21701      | 7,546.84 |
| DFT0002474     | MN STATE DEPT OF REVENUE- | MN State Withholding         | State W/H             | 100-21702      | 6.12     |
| DFT0002474     | MN STATE DEPT OF REVENUE- | MN State Withholding         | State W/H             | 100-21702      | 2,491.02 |
| DFT0002475     | PERA                      | Retirement-Coordinated       | PERA                  | 100-21703      | 6,642.22 |
| DFT0002475     | PERA                      | Retirement-Elected Officials | PERA                  | 100-21703      | 81.68    |
| DFT0002475     | PERA                      | Retirement-Police & Fire     | PERA                  | 100-21703      | 1,146.78 |
| DFT0002476     | US POSTMASTER             | RECYCLE NEWSLETTER POSTA     | Postage               | 231-43601-2120 | 1,123.68 |

**Grand Total: 603,678.74**





City of Ham Lake, MN

# EFT Payroll Check Register Report Summary

Pay Period: 11/27/2022-12/10/2022

Packet: PYPKT01415 - PPE 12/10/22 PAID 12/16/22

Payroll Set: City of Ham Lake - 01

| <u>Type</u>     | <u>Count</u> | <u>Amount</u>    |
|-----------------|--------------|------------------|
| Regular Checks  | 3            | 571.48           |
| Manual Checks   | 0            | 0.00             |
| Reversals       | 0            | 0.00             |
| Voided Checks   | 0            | 0.00             |
| Direct Deposits | 66           | 47,245.45        |
| <b>Total</b>    | <b>69</b>    | <b>47,816.93</b> |



City of Ham Lake, MN

# Check Register

Packet: APPKT01716 - VOID CK#64519

By Check Number

| Vendor Number | Vendor Name      | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|------------------|--------------|--------------|-----------------|----------------|--------|
| CZARS         | CZARS OF TAR INC | 11/07/2022   | Regular      | 0.00            | -4,995.00      | 64519  |

### Bank Code APBNK Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment          |
|----------------|---------------|---------------|-------------|------------------|
| Regular Checks | 0             | 0             | 0.00        | 0.00             |
| Manual Checks  | 0             | 0             | 0.00        | 0.00             |
| Voided Checks  | 0             | 1             | 0.00        | -4,995.00        |
| Bank Drafts    | 0             | 0             | 0.00        | 0.00             |
| EFT's          | 0             | 0             | 0.00        | 0.00             |
|                | <b>0</b>      | <b>1</b>      | <b>0.00</b> | <b>-4,995.00</b> |

Meeting Date: December 19, 2022

**CITY OF HAM LAKE**

**STAFF REPORT**

**To: Mayor and Councilmembers**

**From: Andrea Murff, Finance/HR Director**

**Subject: Position Classification and Compensation Study**

**Introduction/Discussion:**

After doing some research, it was found the last Compensation Study was completed for employees in 2004. It is recommended a study be done every 5 years to remain competitive in the job market and in order to retain quality employees. It is my recommendation a new Position Classification and Compensation Study be done due to recent hires needing to start at higher step levels to match the competitive job market, the creation of new positions, and updates to job descriptions. This study would be funded out of the General Fund and \$20,000 has been budgeted in the 2023 budget.

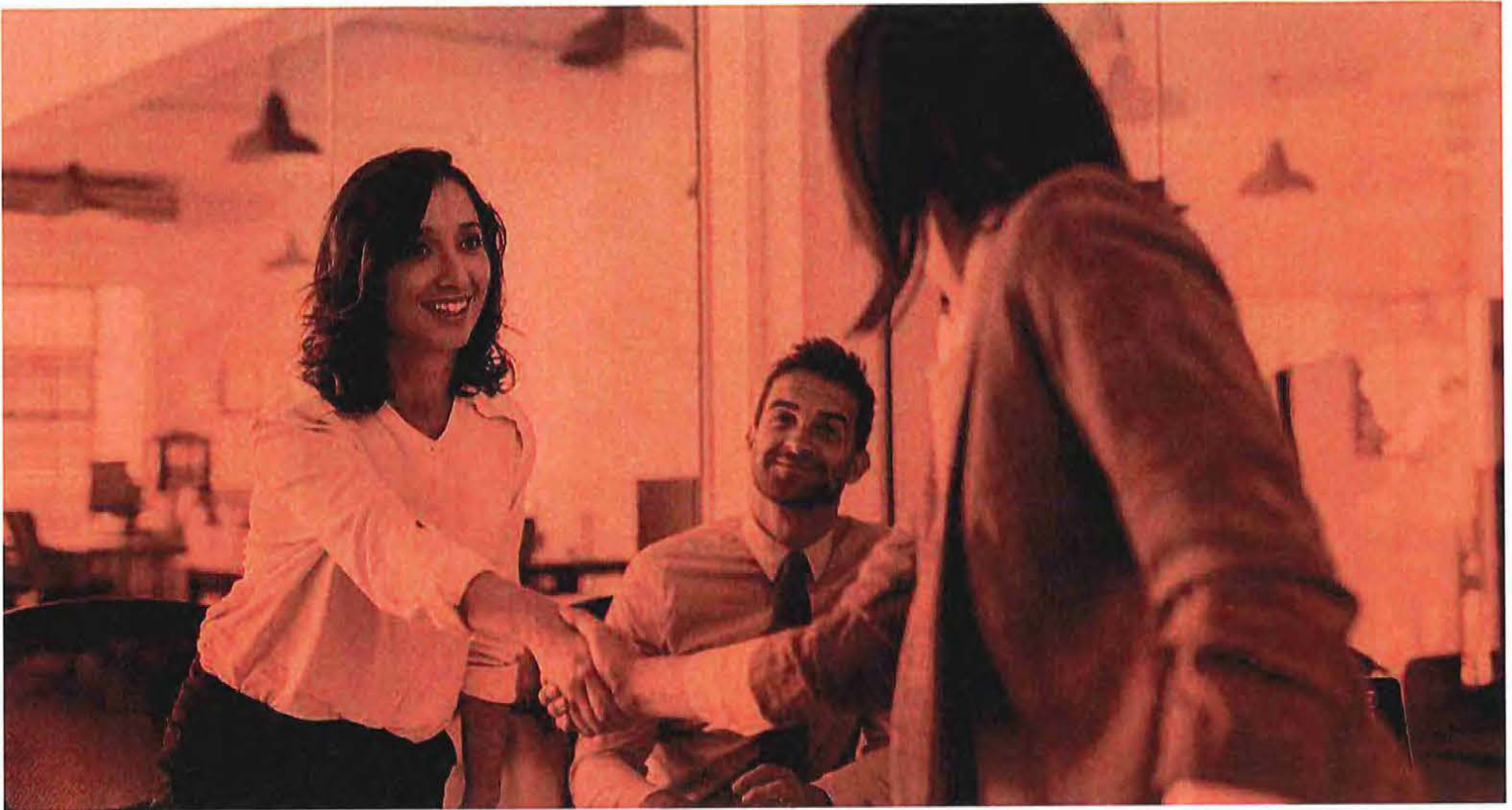
Three proposals were obtained from Gallagher, Baker Tilly, and Abdo with each quote including an update and review of job descriptions, evaluation and analysis of job classifications, and recommendations of new pay structures. Below is a breakdown of the total cost for each quote:

- Gallagher - \$30,500
- Baker Tilly - \$23,700
- Abdo - \$17,700 – This quote also includes implementation and system administration training and support and help creating policies for position reclassifications and reviews.

Based on the cost and value of the product, Abdo seems to be giving the best product and the best price. A copy of the quote follows this memo.

**Recommendation:**

Approval of the contract with Abdo to complete a Position Classification and Compensation Study.



Proposal for a Position Classification and Compensation Study for  
**City of Ham Lake**

15544 Central Avenue NE  
Ham Lake, Minnesota 55304

**Proposed By:**

Leah Davis, CPA  
Partner | *Abdo*  
[leah.davis@abdosolutions.com](mailto:leah.davis@abdosolutions.com)  
Direct Line 507.524.2347

***Mankato Office***

100 Warren Street, Ste 600  
Mankato, MN 56001  
**P** 507.625.2727  
**F** 507.388.91399

***Edina Office***

5201 Eden Avenue, Ste 250  
Edina, MN 55436  
**P** 952.835.9090  
**F** 952.835.3261

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# Executive Summary



**Andrea Murff, Finance Director/Human Resource Director**  
**City of Ham Lake**  
15544 Central Avenue NE  
Ham Lake, Minnesota 55304

Dear Andrea,

Thank you for the opportunity to submit this proposal to the City of Ham Lake (the City) for partnering with your team on a Position Classification and Compensation Study. Based on our experience with the type of work outlined in the proposal, we're confident our experience and expertise will allow us to address your needs and goals and exceed your expectations.

Abdo's success has been driven by utilizing staff that is experienced and well trained in governmental planning, human resources, payroll, compensation systems, and operations. We understand that there are certain factors that are most important to the City in the selection of a consultant. Factors like our attention to detail, overall project approach, management plan and the quality of work and outcomes are just a few of the ways we set ourselves apart in our abilities and value to your City.

Our approach to this project is to engage with City staff to ensure we have an exceptional understanding of the project, each individual's role in the project, overall expectations and needs, as well as exceptions to standard operations. Throughout the project, there will be periodic meetings with City staff to share information, solicit input and provide updates. Based on our experience, we will structure each phase of the project to emphasis efficiencies and streamline processes. By spending time on the front-end evaluating positions, goals, objectives and needed deliverables, the end product for the City will be one that provides analysis and recommendations for a marketable, consistent, compliant, and forward-thinking compensation structure.

**ABILITY TO SUCCESSFULLY COMPLETE ALL REQUIREMENTS** - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential through open communications and teamwork. This means we will do the following for you:

- Present to you a clear project plan
- Use portal technology to share and collaborate documents
- Provide an environment that solicits and welcomes ideas and strategies from the City team
- Present recommendations in clear, concise and non-technical terms to all members of the City team
- Return phone calls and emails promptly

**EXPERIENCE WITH SIMILAR PROJECTS** - We believe our experience with similar projects and our expertise in governmental planning, human resources, payroll, compensation systems, process and planning is greater than any other CPA or financial advisory firm in Minnesota.

**UNDERSTANDING OF THE PROJECT AND ABILITY OF THE FIRM TO COMPLETE THE EXPECTED SCOPE OR WORK ON SCHEDULE AND WITHIN BUDGET** - Abdo is committed to a team environment that gives us the ability to complete projects on time and on budget. We leverage our staff to ensure the work is being completed by the appropriate individuals and reviewed by a partner of Abdo. We understand the parameters and expectations of this project and will complete the expected scope of work on schedule and within budget.

**ACCOMPLISHING PROJECT OBJECTIVES** - Our approach to a project is heavily dependent on communication and technology. We believe that listening to your needs, concerns and challenges is of the utmost importance for a successful project. Our experience and knowledge of City government operations allows us to provide independent assessment and recommendations, lighting a clear path forward for City leadership. We use portal technology to securely share and collaborate on documents. This allows us to expedite our work, provide answers to staff questions quickly and communicate instantaneously with City staff.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo for your consideration.

**Abdo**



**Leah Davis, CPA**  
Partner, Abdo



# What Our Clients Say

## CLIENT REFERENCES

We have long-term relationships with many of our clients. The local government clients listed below serve as a sample of references of those that we have successfully partnered with for position classification and compensation analysis engagements. Additional references are available upon request.

### City of Vadnais Heights

**Kevin Watson**  
City Administrator  
800 E Co Rd East  
Vadnais Heights, MN 55127  
P 651-204-6010

2021 Engagement  
Leah Davis, Project Leader

### City of Hastings

**Kelly Murtaugh**  
Asst. City Admin/HR Director  
101 4<sup>th</sup> Street East  
Hastings, MN 55033  
P 651-480-2355

2022 Engagement  
Leah Davis, Project Leader

### City of Belle Plaine

**Dawn Meyer**  
City Administrator  
218 North Meridian St.  
Belle Plaine, MN 56011  
P 952-873-5553

2021/2022 Engagement  
Leah Davis, Project Leader





# Project Plan and Timeline

For most organizations it is very important to work with a firm that has a clear implementation process that will provide frequent and consistent progress updates. Abdo has included update meetings with the City Management team proposed in the project plan. These meetings will be designed to provide project updates, solicit comments, review progress, and address any challenges. Abdo utilizes resources available with our entire team to ensure projects are completed within the provided timelines.

| PROJECT PHASE   | TIMELINE  |
|---|---|
| <p><b>Introduction and Project Orientation</b></p> <p>The first step to this project is to review and analyze data provided by the City. This includes the existing job descriptions and current compensation model, and any other data the City has available. After this review, we will meet with the City Management team to discuss overall project expectations, outcomes, and timelines. We believe it is important to hold a kickoff meeting with the City Management team, either virtually or in-person, to discuss the project timelines and process as well as to identify City expectations, identify current compensation challenges, and define strategic project goals. This is also an opportunity for the City Management team to ask for clarification on the project and address any questions they may have.</p>   | <p><b>DAY 1 – 15</b></p> <p><i>Depending on City Availability</i></p> |
| <p><b>Comprehensive Job Description Updates and Review</b></p> <p>Beginning with the existing City job descriptions, we will engage with City staff, using our internally developed Job Analysis Questionnaire survey tool, to solicit specific job duties and requirements for each position. Using the information collected, we will assist or lead, based on the City's preference, necessary job description updates to ensure accurate reflection of current job duties, experience requirements, cognitive requirements and physical requirements for each position.</p> <p>All job descriptions will also be reviewed for compliance with the Fair Labor Standards Act (FLSA) and the Americans with Disabilities Act (ADA/ADAA) and formatted to ensure consistency. Final drafts will be presented to City leadership and City Council for final review and approval.</p> | <p><b>DAY 16 - 45</b></p>   |
| <p><b>Position Classification Evaluation</b></p> <p>Using the City's job descriptions and the Hay Method pointing methodology (see <b>Appendix A</b> for more information on the Hay Methodology), which we have utilized for over 10 years, and in collaboration with City leadership, we will evaluate and assign position point values for each City position and organize positions into hierarchical order, based on point assignment.</p>   | <p><b>DAY 46 - 55</b></p>   |
| <p><b>Labor Market Employers Criteria and Selection</b></p> <p>Our team will solicit input from City leadership to develop a list of comparable organizations, based on size, geography, and City services, to be used in the wage analysis.</p>  |   |
| <p><b>Compensation Analysis</b></p> <p>Abdo will complete a full wage/compensation market survey, utilizing the 2022 Minnesota Local Government Salary and Benefit Survey put out by the League of Minnesota Cities as well as direct wage data surveys and private sector compensation resources, where applicable. This analysis will include recommendations for maintaining marketable wage scales into future years as well as evaluating approaches to longevity recognition.</p>   | <p><b>DAY 56 - 70</b></p>   |

| PROJECT PHASE  | TIMELINE  |
|--|---|
| <p><b>Classification &amp; Compensation System Development and Compliance Testing</b><br/>                     The overall structure of the compensation study and system structure will be reviewed and updated according to the compensation and performance management philosophies of the City and will include identification of current or potential pay compression, pay equity, and collective bargaining issues. Once the proposed structure is completed, all data will be tested for compliance with Federal and State regulations, including Minnesota Pay Equity reporting for all municipal entities.</p>  | <p><b>DAY 71 – 90</b></p>   |
| <p><b>Final Documents and System Presentation</b><br/>                     All documents will be reviewed with the City Management team in draft format before finalization and distribution. Final reporting will include comprehensive project findings, recommendations, description of overall methodology utilized in the project, data analysis, and estimated implementation costs and process. The City will be provided with all tools and resources to administer and maintain the proposed compensation model into the future. Once approved by the City Management team, report findings and recommendations will be presented, in person or virtually, to the City Council for review and discussion.</p> | <p><b>DAY 91 – 110</b><br/> <i>Depending on City Availability</i></p> |
| <p><b>Implementation and System Administration Training/Support</b><br/>                     Our team will develop and lead a customized compensation system implementation and maintenance program for leadership and staff. Training will include suggestions for appropriately awarding step increases and documented plan administration best practices.</p>   | <p><i>Following City Council approval of program</i></p>              |
| <p><b>Develop Position Reclassification and Review Policy - Optional</b><br/>                     We will work with internal leadership to develop a formal position review and reclassification request policy to consistently evaluate future requests for position scoring or compensation changes.</p>   | <p><i>Optional &amp; only as directed by the City</i></p>             |
| <p><b>Post Contract Support Services - Optional</b><br/>                     On an as needed basis, Abdo will be available to review new or significantly altered job descriptions, including determination of points and salary ranges for the position, as well as provide documentation support for future pay equity reporting to the Minnesota Department of Management.</p>  | <p><i>Optional &amp; only as directed by the City</i></p>             |



# Value

| Abdo Contract Task  | Total Costs Not to Exceed   |
|---|---|
| <p><b>Job Description Updates &amp; Review – assumes 13 individual positions</b></p> <p><i>OPTION #1 – Assuming Abdo performs all job analysis questionnaires, description updates, and regulatory review.</i></p> <p><i>OPTION #2 – Assumes City of Ham Lake performs all job analysis questionnaires and updates, using Abdo provided tools and templates, and provides Abdo with current and updated job descriptions for regulatory review.</i></p> | <p><b>\$ 4,350.00</b></p> <p>- or -</p> <p><b>\$1,800.00</b></p>                |
| <p><b>Position Classification Evaluation – assumes 13 individual positions</b></p>  | <p><b>2,200.00</b></p>  |
| <p><b>Market Compensation Analysis - assumes 13 individual positions</b></p>  | <p><b>1,900.00</b></p>  |
| <p><b>Classification &amp; Compensation System Development and Recommendations</b></p>  | <p><b>1,650.00</b></p>  |
| <p><b>Minnesota Pay Equity Testing – current and proposed pay systems</b></p>   | <p><b>600.00</b></p>  |
| <p><b>Final Documents &amp; Report of Findings and Recommendations – includes up to 2 report draft revisions, virtual meeting with City Leadership and in-person presentation to Council and related travel time/mileage</b></p>  | <p><b>5,000.00</b></p>  |
| <p><b>TOTAL PROJECT INVESTMENT (Lump sum not to exceed)</b></p>   | <p><b><u>\$13,150.00</u></b></p> <p>- or -</p> <p><b><u>\$15,700.00</u></b></p> |
| <p><b>OPTIONAL ADDITIONAL SERVICES:</b></p> <p><b>Annual Market Study Updates - optional</b></p> <p><b>Implementation and System Administration Training/Support - optional</b></p> <p><b>Develop Formal Position Reclassification and Review Policy – optional</b></p>   | <p><b>1,900.00</b></p> <p><b>1,100.00</b></p> <p><b>1,000.00</b></p>            |

**PAYMENT TERMS**

Initial invoice will be sent within 10 days of the execution of this agreement.

|  |                   |
|--|-------------------|
| Contract Execution                       | 30% of Contract   |
| Delivery of 1 <sup>st</sup> Draft Report | 40% of Contract   |
| Delivery of Final Report to Board        | Remaining Balance |

This quote is valid for ninety (90) days.

**POST CONTRACT SUPPORT SERVICES OPTIONS**

***Annual Market Study Updates***

In the future, should you wish to conduct annual updates of relevant position market data, Abdo provides options for clients to perform a full market wage analysis, provide recommendations for updates to your existing compensation structure to ensure ongoing alignment with your compensation philosophy, and provide a cost analysis of any suggested changes.

***Individual Position Reclassification/Scoring***

As you change or add new positions within your organization, Abdo is always available to assist with job description development and review, position reclassification and scoring, and to provide documentation support for future Minnesota pay equity reporting.

***Formal Position Reclassification and Review Policy Development***

Since positions change over time and employees may occasionally request classification/scoring reviews, make sure your City has a clear, consistent and manageable process and policy in place to handle changes and requests. Abdo will help you draft a customized policy to ensure that you're proactively addressing and administering your position classification maintenance as you move forward.

# Value

## **SERVICE GUARANTEE**

Our work is guaranteed to the complete satisfaction of the client. If you are not completely satisfied with the services performed by Abdo, we will, at your discretion, either refund the price or accept a portion of said price that reflects the level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

## **PRICE GUARANTEE**

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for the unauthorized service. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

## **ADDITIONAL SERVICES**

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.



# Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your City may use, our team will continue to work through normal procedures, including regular meetings with you during the planning/fieldwork phase to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your City's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We also continually provide security awareness training to our staff members to ensure they are good digital stewards of your data.

## IT ALSO MEANS:

- All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.
- All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.
- All data is backed up continually which means we always have an extra copy for safe-keeping.
- All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.



# Value Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the services that we believe could be of great value to your organization. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at [www.abdosolutions.com](http://www.abdosolutions.com).

## TECHNOLOGY & DATA SOLUTIONS

**Empowering you with advanced data analytics & insights.** Data is one of your organization's most powerful assets. Using it to your advantage, however, can be a challenge. Our Technology and Data Solutions are designed to give you the information you need—how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We help organizations with:

- Strategic data analytics
- Software solutions: evaluation, selection & implementation
- Financial reporting solutions
- Automation solutions

## ACCOUNTING & FINANCIAL SERVICES OUTSOURCING

With a staff of experienced professionals, we develop and implement creative solutions for organizations of all shapes and sizes. We rely on a proven process to provide your organization with the very best quality and value in financial management solutions.

Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- CFO/Finance Director outsourcing

## AUDIT & ASSURANCE

**We specialize in simplifying the complex.** Our audit professionals go beyond the required audit to make sure you have a clear understanding of your organization's financial information. We have a specialized team of nonprofit auditors that can perform your organization's financial statement audit along with the following additional audits:

- Employee Benefit Audits (401k, 403b, etc.)
- Single Audits
- Lawful Gambling Audits
- Extended Employment Audits
- Review and Compilation Services



### PROCESS SOLUTIONS

**"Because we've always done it way" is an easy trap to fall into.** But this outdated processes or systems rarely get results. Instead, they often lead to redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles heel in a crisis. Our customized process improvement solutions will meet you where you are – and guide you to a better tomorrow.

Our Process Solutions Services Include:

- Process Mapping Documentation – *How do transactions and data flow through your organization?*
- Abdo ProEval – *Removing waste in your processes allows your team members to focus on what they were hired to do—and to spend more time on value-added initiatives.*
- Abdo ProEval - Kaizen – *Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared-down version of our ProEval service. Instead of a full operational review, we'll focus on one aspect of your operations.*
- Software Inventory & Assessment – *Including recommendations for increasing efficiency and, if possible, reducing software-related costs.*

### UNIFORM GUIDANCE CONSULTING

**Is your organization in compliance with Uniform Guidance?** Aligning the requirements of your organization's grant agreement with Uniform Guidance regulations can be a challenge. We can help determine which regulations apply to your organization and how to best apply them. Our team will review your grants and provide valuable implementation guidance to ensure compliance.

A few key areas to consider:

- Cost allocation plans
- Procurement plans
- Indirect cost rates
- Allowable expenditures

### FINANCIAL REPORTING STANDARDS CHANGES

We live in a world of constantly changing rules and standards when it comes to accounting and financial statement reporting. From one-on-one consulting to training for your entire financial team, we can help.

- Training on upcoming and current changes
- Liquidity footnote analysis
- Lease contract analysis
- Revenue recognition standards



### **FRAUD & FORENSIC SERVICES**

**Fraud can happen when you least expect it.** Even a single instance of it can devastate your organization's accounting, not to mention its reputation. With Certified Fraud Examiners (CFEs) and forensic accounting experts on staff, we provide a broad slate of solutions to meet your unique needs—as well as those of your counsel and stakeholders. From conducting forensic data analyses of books and records to providing expert witness testimony, our seasoned professionals act swiftly and confidentially to help you maintain business as usual.

If you notice signs of fraudulent activity or unethical conduct involving management, employees, or a third party, it's critical to gather evidence before you plan your next step - we can help.

### **THIRD PARTY AUDIT PREP & RESPONSE**

**Need help getting ready for your audit?** We can help. We are experienced in helping organizations get ready for their audit, whether a financial statement audit, IRS audit, or other regulatory audit.

# Why Partner with Abdo

## LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.


That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

## ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.



"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- Steve McDonald, CPA | Managing Partner





# Abdo

*Diversity, Equity & Inclusion*

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together. Through our annual Affirmative Action reporting, we identify areas where improvement is needed and take steps to address these areas.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. In 2021, our Diversity, Equity, and Inclusion Committee looks forward to implementing a full scope of ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We have increased our number of women at the highest leadership level in recent years, with the last four additions to our partner group being female. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education and have required all employees to attend a series of monthly sessions provided by the Greater Mankato Diversity Council. A video training resource on the topic of empathy is also being developed for further employee education and awareness. Additional DEI initiatives are listed on the following page. Please let us know if you have any questions or concerns regarding our DEI activity or have additional ideas on how we can improve diversity, equity, and inclusion at Abdo.



**57%**

of our Employees  
are Female

(industry average: 47%)



**43%**

of our Management Level  
Employees are Female

(industry average: 23%)



**26%**

of our 2022 Interns  
were people of color

[ Source: AICPA 2019 Trends Report ]



In 2020, the firm applied to be a co-sponsor for the **AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship**, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA as co-sponsors of the program. Earlier this year, we found out that we were one of 10 firms in the nation to be selected as a co-sponsor for 2022. As a co-sponsor, we will host an ethnic minority accounting student to work alongside our CPAs and advisors during the 2022 internship season.



We are committed to the continued support and advancement of women in our firm and in our communities and one of the ways we do this is through partnership with YWCA Mankato, an organization that is continually empowering women in our communities to enhance their individual strengths and build leadership skills. In 2020, we were proud to be a sponsor of the **Elizabeth Kearney Women's Leadership Program** and we continue to be an annual attendee of the Women's Leadership Conference – which was held virtually last year with great success!



**NABA, INC.**  
NATIONAL ASSOCIATION OF  
BLACK ACCOUNTANTS, INC.

For years, Minnesota State University, Mankato has been the primary university we recruit from for our summer program participants and interns. Recently, we met with the leaders of the newly formed **National Association of Black Accountants chapter at Minnesota State University, Mankato** and elected to be a sponsor for the 2021-2022 academic year. We believe this partnership is a starting point towards increasing the diversity of our future summer program participants and interns.



In 2021, we celebrated International Women's Day with the Edina Chamber of Commerce as the sponsor of the Healing & Moving Forward Together webinar - part of their **Women Inspiring Leadership & Learning (W.I.L.L.)** series. Attendees heard from Jasmine Stringer - speaker, lifestyle expert, and author - as she guided us through how to communicate, be a better ally, and become connected, informed and engaged in support of our colleagues of color within the workplace and the community.



# Appendix A

HAY METHODOLOGY INFORMATION



# Hay Methodology Information

As part of our position analysis and classification, positions will be scored using a plan adapted from the Hay Method. The model assigned each position a score in the following categories (adapted from the State of Minnesota 2009 Hay Manual): Know-How, Problem Solving, Accountability, and Special Conditions. The following information provides a summary of factors and considerations used to apply this classification method.

**Know-How** represents the knowledge, skills and abilities an employee needs to be successful in a particular job. The Hay evaluation method places the greatest emphasis on Know-How. Know-How is defined as an expert skill, information or body of knowledge that imparts an ability to cause a desired result. The Know-How category is the most heavily weighted category. If a position is more easily learned, the position will point toward the lower end of the scale.

Know-How category is further divided into three parts: Depth and Breadth of Job-Specific Knowledge (aka Technical and Specialized Know-How and Job-Specific Knowledge); Integrating Know-How (aka Managerial Breadth or Know-How); and Human Relation Skills (aka Human Relations Know-How). A number is assigned for total Know-How points by making several separate choices for each of the three elements described and an overall assessment.

**Job-Specific Knowledge** includes the position's requirements for knowledge and skills related to practices, procedures, specialized techniques and professional disciplines. It also includes basic and job-specific supervisory and managerial KSAs, when appropriate. This aspect of Know-How does not make distinctions among differently-sized managerial jobs nor does it include human relation skills. It is important to remember that this element measures the requirements of the position, not the qualifications of an incumbent.

**Integrating Know-How** considers the need to integrate and manage progressively more diverse functions and is used to rank managerial breadth and scope, from similar to very different functions. When required, basic and job-specific supervisory and managerial knowledge, skills and abilities are included in the Job-Specific part of a Know-How rating. The overall size of an organization directly influences the number of managerial breadth categories, because the organizational size often reflects requirements for increased managerial complexity and diversity.

**Human Relation Skills** is the third element of a job's Know-How rating. It is the active, practicing interpersonal skills typically required for productive working relationships to work with, or through, others inside and/or outside of the organization to get work accomplished. It assumes that each job requires a foundation of basic human relations skills. To be effective, an employee must typically be proficient at the highest level of Human Relations Skill regularly required for the position.

**Problem Solving** is the process of working through details of a problem to reach a solution. Problem solving may include mathematical or systematic operations and can be a gauge of an individual's critical thinking skills. Problem Solving measures the intensity of the mental process that uses Know-How to: (1) identify, (2) define, and (3) resolve problems. It is a percentage of Know-How, reflecting the fact that "you think with what you know." This is true of even the most creative work. Ideas are put together from something already there. The raw material of any thinking is knowledge of facts, principles and means.



### Problem Solving – continued

**Context** includes the influences or environment that limit or guide decision-making such as rules, instructions, procedures, standards, policies, principles from fields of science and academic disciplines. Positions are guided by organizational, departmental or functional goals, policies, objectives and practices circumscribed by procedures and instructions. In general, policies describe the "what" of a subject matter, procedures detail the steps needed to follow through on a policy (i.e., how, where, when, by whom) and instructions outline the specific aspects of how to perform the tasks, such as the operation of a machine or how to select the appropriate letters to use in particular situations.

**Thinking Challenge** includes the nature of the problems encountered and the mental processes used to resolve the problems. The scale ranges from simple problems to very complex issues, with the premise that simple issues recur regularly in the same form and after a while are resolved by rote or instinct, but very difficult issues require substantial thinking and deliberation. The types of situations encountered and the processes involved in identifying, defining or resolving related problems are considered. Thinking Challenge reflects the degree of difficulty in finding improvements and adapting to changes.

**Accountability** does not mean being responsible for getting one's own work done. Rather, it reflects responsibility for actions and their consequences and the measured effect of the job on end results for the organization. Accountability includes three factors: Freedom to Act/Empowerment, Magnitude, and Job Impact.

**Freedom to Act/Empowerment** involves the degree of personal or procedural control or guidance exercised over the position. For example, what constraints are put on an employee in this job? How closely supervised is the position? What kinds of decisions are made higher up in the organization?

**Magnitude** is the portion of the total organization encompassed by the position's primary purpose. It's most typically indicated by the general dollar size of the area(s) most directly affected by the job, i.e., the resources over which the position has control or influence. A variety of factors are considered such as size of budget the employee is responsible for, what degree of influence is held and is this person a decision maker.

**Job Impact** is considered to be indirect (indirect or contributory) or direct and measurable (shared or primary). It involves the way in which the position's actions affect end results in the agency. For example, how does the employee influence the business - directly or indirectly? Does the employee provide advisory or interpretive services for others to use in making decisions? Is the job an information-recording one? Does it provide a necessary service with a relatively small effect on the business of the agency? "Contributory" and "primary" are, by far, the most frequently used options."

**Special Conditions** consider the physical effort, environmental conditions, hazard exposure, and sensory attention demands that an employee is commonly subject to in the position. For example, two positions may be assigned identical points in all other areas but the position that is regularly required to work in extreme outdoor conditions (i.e. heat or extreme cold) would receive additional points for these factors.

# Appendix B

ABDO WORKFORCE SOLUTIONS TEAM



## TEAM MEMBER BIO:



# Leah Davis

## CPA

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Partner, Abdo HR and Payroll Services  
leah.davis@abdosolutions.com  
Direct Line 507.524.2347

Leah joined the firm as President of Abdo Workforce Solutions in 2016 and spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

### EDUCATION & CONTINUING DEVELOPMENT

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

### PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants (MNCPA)
- Society for Human Resource Management (SHRM)

### QUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations



#### *Mankato Office*

100 Warren Street, Ste 600  
Mankato, MN 56001  
P 507.625.2727  
F 507.388.9139

#### *Edina Office*

5201 Eden Avenue, Ste 250  
Edina, MN 55436  
P 952.835.9090  
F 952.835.3261

## TEAM MEMBER BIO:



# Brittany Bauer

Senior HR Associate  
brittany.bauer@abdosolutions.com  
Direct Line 507.304.6836

Brittany Bauer joined Abdo Workforce Solutions in 2017 as a Human Resources Specialist after spending many years in the staffing and recruiting industry as well as providing HR, payroll, and operational support for an agribusiness software development company. Brittany has over 10 years of both HR and payroll experience working with clients from a broad range of industries including agriculture, non-profit and government. She has a passion for leveraging technology to streamline processes, manage compliance, and improve the overall employee experience.

Brittany enjoys spending time with her family and friends, camping, visiting State parks and listening to music. She also enjoys watching Twins baseball with her husband. Brittany has two busy children and resides in Southern MN.

## EDUCATION & CONTINUING DEVELOPMENT

- Greater Mankato Growth Young Professionals
- Southern Minnesota Human Resource Association (SMAHRA)

## QUALIFICATIONS

- Payroll processing and compliance, HRIS/payroll software implementation support, maximizing HRIS/payroll system utilization, timeclock, HR, and payroll database integrations
- HR and payroll process review, improvement, and training
- Development of effective recruiting, hiring, employee onboarding, engagement and retention programs and policies
- HR/payroll compliance, employee management and communication, unemployment claim management, and employee off-boarding support
- Worker's compensation administration, including Carrier Communications, employee claim management, OSHA reporting/filing, and annual policy audit reporting
- Employee benefits administration, including plan compliance, COBRA, benefit program analysis, employee enrollment/terminations, and plan renewals



### *Mankato Office*

100 Warren Street, Ste 600  
Mankato, MN 56001  
P 507.625.2727  
F 507.388.9139

### *Edina Office*

5201 Eden Avenue, Ste 250  
Edina, MN 55436  
P 952.835.9090  
F 952.835.3261



**TEAM MEMBER BIO:**



# Michael Mooney

## PHR

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Senior Associate  
michael.mooney@abdosolutions.com  
Direct Line 952.715.3043

Michael joined the Firm as part of Abdo Workforce Solutions in 2022. He brings over 5 years of experience working closely with business leaders, managers, and employees in a wide variety of HR Functions. He is passionate about utilizing HR technology and data to support growing businesses.

### EDUCATION

- North Dakota State University
- BS in Management with HR Emphasis

### PROFESSIONAL MEMBERSHIPS

- Society for Human Resource Management

### QUALIFICATIONS

- Human Resources management & process development
- HRIS implementation, system utilization, and process improvement
- Compensation and benefits plan design and management
- Manager coaching
- Full cycle recruiting and interview training
- Certified DiSC Workplace Profile facilitator
- Employee engagement, development, performance management and retention
- Experience in banking and multi-family housing industries



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**P** 952.835.9090  
**F** 952.835.3261

# Appendix C

Agreement for Services

# Agreement for Services

THIS AGREEMENT, is made and entered into on August 23, 2022, by and between City of Ham Lake, Minnesota (hereinafter referred to as the "Client"), and Abdo LLP (hereinafter referred to as "Abdo" or the "Contractor").

## Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;
3. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
4. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

### ARTICLE I

#### INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

### ARTICLE II

#### LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

### ARTICLE III

#### DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until the completion of the consulting engagement unless earlier terminated as provided in Subsections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate upon ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.



**ARTICLE III--CONTINUED**

**DURATION OF THE AGREEMENT--CONTINUED**

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

**ARTICLE IV**

**RENEWAL OF THE AGREEMENT**

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of the term of this Agreement, the Client may provide written notice of its intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on the one year anniversary date, or the completion of the consulting engagement, whichever is longer.

**ARTICLE V**

**GENERAL**

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement conditioned upon Client's payment of all fees and expenses due to Contractor pursuant to this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.



**ARTICLE V--CONTINUED**

**GENERAL--CONTINUED**

**Section 5 Entire Agreement:** This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 6 Severability:** All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7 Contractor Fiscal Decision Waiver:** Contractor is responsible for providing the Client with timely and accurate human resources recommendations and information that allows the Client the ability to make final human resources decisions. Contractor will provide final human resources recommendations, but Contractor is not responsible for the final decisions made regarding human resources matters and Client shall indemnify and hold Contractor harmless from the same.

**Section 8 Client Employment of Contractor's Employees;** Should the Client desire to employ the Contractor's employee that is assigned to the Client during the term of this Agreement, it must have the written consent of the Contractor to enter into a Client employee contract with the Contractor's employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 50% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this Agreement and for a period of six (6) months thereafter.

**Section 9 Compensation:** The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

**Section 10 Additional Services:** Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

**Section 11 Outside Contractors:** It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

**LIMITATION OF LIABILITY**

**Section 1 Disputes:** If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

**ARTICLE V--CONTINUED**

**LIMITATION OF LIABILITY--CONTINUED**

Section 2 Limitation of Liability: Abdo' entire liability, and the Client's exclusive remedy, for Abdo' performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. Abdo WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF Abdo' FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.



# Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

**City of Ham Lake**  
15544 Central Avenue NE  
Ham Lake, Minnesota 55304

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Abdo LLP**  
100 Warren Street, Suite 600  
Mankato, Minnesota 56001

Name Leah Davis \_\_\_\_\_

Title Partner \_\_\_\_\_

Date August 23, 2022 \_\_\_\_\_

Meeting Date: December 19, 2022



**CITY OF HAM LAKE**

***MEMO***

**To:** Mayor and Councilmembers  
Denise Webster, City Administrator

**From:** Andrea Murff, Finance/HR Director

**Subject:** Approval of the American Rescue Plan Act Funds and Cable Funds to replace City-Wide Outdoor Warning Sirens

**Introduction/Discussion:**

In March of 2021, the U.S. Congress adopted the American Rescue Plan Act (ARPA). The State of Minnesota received approximately \$377 million to allocate out to its jurisdictions with a population below 50,000. The City was allocated approximately \$1.834 million in this funding. As of October 17, 2022, there is approximately \$323,335 of unallocated ARPA funds to use. There currently has been \$199,504 expended from the ARPA funds with \$1.1M earmarked for the Revolving Street Fund and another \$211,161 earmarked for approved Fire Department and Public Works expenditures.

The Cable Funds currently has an unallocated balance of \$200,000 for communication throughout the City.

The City Outdoor Warning Sirens currently has 13 sirens that are over 20 years old and outdated. Fire Chief Raczkowski obtained quotes for replacing the current system from a knowledgeable installer and equipment dealer. Emergency Communication Systems was selected from the quotes as being the most efficient in the installation of the sirens with the quote coming in at \$123,000. And Federal Signal Corporation providing the sirens for \$138,000. The total project would be approximately \$261,000 and would be funded with \$100,000 from the Cable Funds and \$161,000 in ARPA funding.

**Recommendation:**

**Approval of the Resolution replacing the City-Wide Outdoor Warning Sirens with ARPA and Cable funds.**

**RESOLUTION NO. 22-XX**

**CITY OF HAM LAKE**

**RESOLUTION APPROVING AMERICAN RESCUE PLAN ACT FUNDS AND CABLE FUNDS TO REPLACE CITY-WIDE SIREN SYSTEM**

**WHEREAS, the City of Ham Lake city-wide Siren System needs replacing and expected to cost \$261,000,**

**WHEREAS, the City of Ham Lake would use \$161,000 of American Rescue Plan Act (ARPA) Funding and \$100,000 in Cable Funds to pay for the expenditure.**

**NOW, THEREFORE, BE IT RESOLVED** that the City of Ham Lake allocates \$161,000 of ARPA Funding and \$100,000 in Cable Funds to replace the City-Wide Siren System.

Adopted by the City Council of the City of Ham Lake this 19th day of December, 2022.

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Brian Kirkham, Mayor

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Denise Webster, City Clerk





**Emergency Communication Systems**  
*Safety First*

1750 Hamilton Court  
 Little Chute, WI 54140  
 920-585-4001

# Estimate

|            |            |
|------------|------------|
| Date       | Estimate # |
| 11/23/2022 | 5799       |

| Name / Address   |
|--|
| City of Ham Lake<br>15544 Central Ave NE<br>Ham Lake, MN 55304 |



| Description  | Qty | Rate     | Total      |
|--|-----|----------|------------|
| <ul style="list-style-type: none"> <li>•Remove and dispose of old siren pole and affiliated equipment</li> <li>•Install (1) Federal Signal Siren per Federal Signal installation specifications at site approved by the city.</li> <li>•Furnish and install electrical accessories for operation of siren</li> <li>•Coordinate diggers hotline at siren sites</li> <li>•Includes equipment transportation to new location</li> <li>•If there are any permits or fees required that will be additional.</li> <li>•Test and Optimize System</li> </ul> <p>City/Village is responsible for electrical utility cost (if any) for disconnecting or re-connecting the utility power or commercial power to the electrical disconnect installed by ECS at the pole, unless otherwise negotiated.</p> <p>The following rock clause will apply: In the event that rock or any other obstructions are encountered while digging, work at the site will be discontinued until the City can offer an alternate site that will not require unexpected expenses to Emergency Communication Systems such as the cost of rock removal.</p> | 13  | 7,750.00 | 100,750.00 |
| 50' Class 2 Wood Pole<br>- Includes freight to site<br>This estimate is valid for 30 days  | 13  | 1,665.00 | 21,645.00  |

|  |              |              |
|--|--------------|--------------|
|  | <b>Total</b> | \$122,395.00 |
|--|--------------|--------------|

|              |
|--------------|
| Phone #      |
| 920-585-4001 |

|                        |
|------------------------|
| E-mail                 |
| Bill@Siren-Service.com |

|   |
|---|
| Web Site                                  |
| www.EmergencyCommunicationSystems-ECS.com |



**QUOTATION**  
**FEDERAL SIGNAL CORPORATION**  
**Federal Warning Systems**

Quotation No.: FWS **112922321**  
 Reference on your order

Name City of Ham Lake  
 Co. Name Fire Chief Mike Raczkowski  
 Address 15544 Central Avenue NE  
 City, State, Zip Ham Lake, MN 55304  
 Phone # 763-434-9555 763-235-1661 cell  
 E-Mail mraczkowski@ci.ham-lake.mn.us



Date 11/29/2022  
 Reference AC Siren

CUSTOMER COPY  
 SALESPERSON COPY  
 OFFICE COPY

| Item No. | Qty. | Federal Model/Part No. | Description                       | Net Cost Each | Total Cost          |
|----------|------|------------------------|-----------------------------------|---------------|---------------------|
| 1        | 13   | 2001-130               | 130 db Rotating Mechanical Siren  | \$7,506.00    | \$97,578.00         |
| 2        | 13   | 2001AC                 | AC Control/Transformer – 240-volt | 2,931.00      | 38,103.00           |
| 3        | 1    | MISC.                  | Shipping from Factory             |               | 2,350.00            |
| 4        | 1    | TOTAL                  | Equipment & Shipping              |               | <b>\$138,031.00</b> |
| 5        |      |                        |                                   |               |                     |
| 6        |      |                        |                                   |               |                     |
| 7        |      |                        |                                   |               |                     |
| 8        |      |                        |                                   |               |                     |
| 9        |      |                        |                                   |               |                     |
| 10       |      |                        |                                   |               |                     |
| 11       |      |                        |                                   |               |                     |
| 12       |      |                        |                                   |               |                     |
| 13       |      |                        |                                   |               |                     |
| 14       |      |                        |                                   |               |                     |
| 15       |      |                        |                                   |               |                     |
| 16       |      |                        |                                   |               |                     |
| 17       |      |                        |                                   |               |                     |
| 18       |      |                        |                                   |               |                     |
| 19       |      |                        |                                   |               |                     |
| 20       |      |                        |                                   |               |                     |

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 30 (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL  
 EST. DEL. WT. \_\_\_\_\_  
 DELIVERY 8 – 10 Weeks (ARO)  
 TERMS Equipment: Net 30 Days Upon Shipment  
Services: Net 30 Days Billed Monthly Upon Completion  
 FREIGHT TERMS See Line Item Above

BY:   
 FWS Sales Representative  
 ADDRESS: Federal Warning Systems, Inc.  
2070 Hart Drive SW  
Rochester, MN 55902  
 BY: \_\_\_\_\_  
 Federal Signal / Countersigned  
 TITLE: \_\_\_\_\_

Purchase order MUST be made out to:  
 Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484

Meeting Date: December 19th, 2022

**CITY OF HAM LAKE**

*STAFF REPORT*

**To: Mayor and Councilmembers**

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

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

**Introduction/: Discussion:**

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

**Recommendation:**

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

## LIABILITY COVERAGE – WAIVER FORM

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

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

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

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

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



---

LMCIT Member Name: \_\_\_\_\_

*Check one:*

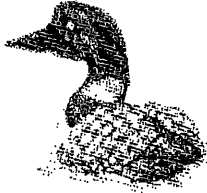
The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

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

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

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

Meeting Date: December 19, 2022



**CITY OF HAM LAKE**

**STAFF REPORT**

**To:** Mayor and Councilmembers

**From:** Denise Webster, City Administrator

**Subject:** State of Minnesota Agency Agreement for Federal Participation in Construction

**Introduction/Discussion:** The Delegated Contract Process (DCP) agreements between MnDOT and local public agencies (LPAs) eligible to receive federal funds needs to be updated. These agreements cover the roles and responsibilities associated with federal aid funds and allow for MnDOT to act as a local agency's agent in accepting these funds for construction projects.

Changes between 2018 DCP and 2022 DCP agreements include:

- Updated CFDA to Assistance Listing Number (ALN) and DUNS to Unique Entity Identifier (UEI)
- Addition of section 8.6 Electronic records and signatures
- Addition of section 8.7 Certification
- Addition of section 18.3 Title VI language/section
- Addition of section 18.4 Buy America
- Addition of section 18.1.11 referencing 2 CFR 200.216 *Prohibition on certain telecommunications and video surveillance services or equipment*
- Addition of section 18.1.12 referencing 2 CFR 200.322 *Domestic preference for procurements*

**Recommendation:** I recommend approval of the Resolution for the State of Minnesota Agency Agreement for Federal Participation in Construction.

RESOLUTION NO. 22-XX

**STATE OF MINNESOTA AGENCY AGREEMENT FOR FEDERAL  
PARTICIPATION IN CONSTRUCTION**

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Ham Lake to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the \*Mayor and the \*City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052091“, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

*\*Titles of persons authorized to sign on behalf of the City\**

Adopted by the City Council of the City of Ham Lake this 19th day of December, 2022.

---

Brian Kirkham, Mayor

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Denise Webster, City Clerk



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Ham Lake ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

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1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
  - 2.2. This project is for construction, not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

---

1. **Term of Agreement; Prior Agreement**
  - 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
2. **Local Government's Duties**
  - 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
  - 2.2. **Staffing.**
    - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.



- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination

include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

### 5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
- 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
- 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.



- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Kristine Elwood, or her successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Kristine.elwood@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Denise Webster or their successor.
- Title: Ham Lake City Administrator
- Phone: 763-235-1680
- Email: dwebster@ci.ham-lake.mn.us
- If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission



on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or

any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

## 18. Federal Contract Clauses

- 18.1. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public



- Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

- 18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.
- 18.5. **Federal Funding Accountability and Transparency Act (FFATA)**
  - 18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
    - a. Reporting of Total Compensation of the Local Government's Executives.
    - b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
      - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities



Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**City of Ham Lake**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

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

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

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

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

Date: \_\_\_\_\_



**CITY OF HAM LAKE  
ROAD COMMITTEE NOTES  
DECEMBER 5, 2022**

The Road Committee met on Monday, December 5, 2022 at 5:15 p.m. Present were Councilmember Gary Kirkeide; Councilmember Jim Doyle; City Engineer Tom Collins; City Engineer Dave Krugler; City Attorney Mark Berglund; City Administrator Denise Webster; Deputy City Clerk Dawnette Shimek; and Public Works Superintendent John Witkowski.

1. Consideration of ordering plans for the following 2023 rehabilitation projects  
Engineer Collins stated that in 2023 the developments of Wildwood Park, North Shore, Meadow Park South of Constance Boulevard NE, Meadow Park North of Constance Boulevard NE and Highland Bluffs 1<sup>st</sup> and 2<sup>nd</sup> Additions will be planned for rehabilitation projects. Engineer Collins stated that the Meadow Park North of Constance Boulevard NE rehabilitation has been revised from 100% reconstruction to approximately 35% reconstruction and 65% overlay. Idlewood 3<sup>rd</sup> Addition had been on the schedule but has been delayed until 2025 or 2026. Discussion followed regarding keeping the 5-year plan updated. Engineer Collins is recommending that plans and specifications be ordered to be prepared and authorized for the advertisement for bids. **It was the consensus of the Road Committee to recommend that the City Council order the preparation of plans and specifications and authorize the advertisement for bids for the 2023 overlay projects.** (This will be placed on the City Council's December 19, 2022 agenda.)
  
2. Discussion of Twin Birch Acres Project  
New Look Contracting is the contractor that was awarded the contract for reconstructing the roads in Twin Birch Acres. Husky Construction is a subcontractor of New Look Contracting and they are not finishing the boulevard turf establishment. Husky has asked to speak at a council meeting. Because Husky is a subcontractor to New Look Contracting, the City has no obligation to discuss any items with a subcontractor nor any control over how conditions are resolved between a contractor and subcontractor. The only time the City has any correspondence with a subcontractor is when there is a question with the contract documents or the prime contractor supplies the IC-134 "Lien waivers" which shows that the subcontractor has been paid before the City provides the prime contractor with final payment. The City Attorney and Engineer Krugler have a call scheduled with Husky Construction tomorrow to discuss their perceived issues with the project.
  
3. Discussion of Naples Street NE – Toby's Trails  
The developer of Toby's Trails is requesting that the existing driveway and a proposed new lot driveway access onto Naples Street NE. Naples Street NE is not an improved city street and is requesting a variance to not have to improve a portion of the road from Constance Boulevard NE to 295 feet south. It was determined that there is no hardship to allow a variance and a developer cannot create their own hardship. Engineer Krugler stated he pulled several previously approved subdivisions that were required to upgrade roads as a condition for development. They include the plats of Royal Woods with Lever Street NE; Harmony Estates with the connection of 154<sup>th</sup> and 155<sup>th</sup>; Crosstown Rolling Acres and Livgard Addition with Polk Street NE and 173<sup>rd</sup> Avenue NE; Hidden Forest East upgrading ½ mile of 9-ton road on

143<sup>rd</sup> Avenue NE; and 155<sup>th</sup> Avenue NE from Naples Street NE to Lexington. Engineer Collins stated it would cost the developer approximately \$100,000 (\$333 per lineal foot) to construct 295 feet of Naples Street NE just south of Constance Boulevard NE. The City will request the relocation of the utilities and the developer would not pay those costs if the Naples Street NE upgrade is completed by the City. Councilmember Kirkeide asked if there is area to be developed that fronts on Naples Street NE and it was determined that there is development potential from 155<sup>th</sup> Avenue NE to ¼ mile to the north and from Constance Boulevard NE to ¼ mile to the south. There are other options for the developer such as to eliminate Lot 2 and construct a Lot 1 driveway to Constance Boulevard NE (this would require approval from Anoka County) or to revise the lot lines to comply with 10-102 – Estate Related Divisions as two of the lots are for the developer’s daughters. There would be conditions, including the lots not being eligible for a building permit until and unless all of the lots created by this method of subdivision meet City Standards for road access, frontage, paving and other road requirements. **It was the consensus of the Road Committee to recommend to the City Council to deny the request for a variance to improve Tippecanoe Street NE 295 feet south of Constance Boulevard NE. Attorney Berglund stated that Findings of Fact would need to be prepared for the denial of the variance request.\*\*\***

**\*\*\* On December 12, 2022 the Sylvester’s withdrew the variance request to access Naples Street NE without improving the street.**

## Memorandum

Date: December 13, 2022  
To: Mayor and Councilmembers  
From: Tom Collins, City Engineer *TPC*  
Subject: 2023 Bituminous Overlay Project

---

**Introduction:**

The Plans and Specifications for the 2022 bituminous overlay project were discussed at the December 5<sup>th</sup> Road Committee meeting. It is recommended that these streets receive an overlay in 2023.

**Discussion:**

The following streets are proposed to receive an overlay in 2023:

- Highland Bluffs ('02 construction)
- Highland Bluffs 2<sup>nd</sup> Addition ('02 construction)
- Meadow Park south of Constance Boulevard ('04 overlay)
- Portion of Meadow Park north of Constance Boulevard ('99 overlay)
- North Shore Addition ('04 overlay)
- Wildwood Park ('02 overlay)

The overlay project includes full width milling of streets with concrete curb and gutter and full width overlay with 6-foot edge milling for rural streets (Hastings Street within the Meadow Park development south of Constance Boulevard). The total length of the streets proposed to receive an overlay is 4.62 miles. The contractor cost estimate for the proposed 2023 bituminous overlays is \$1,044,064.28. The cost estimate assumes that the contractor will haul the millings away rather than utilizing them on existing streets. This will result in a reduced contract price, which is estimated to be \$3/ton.

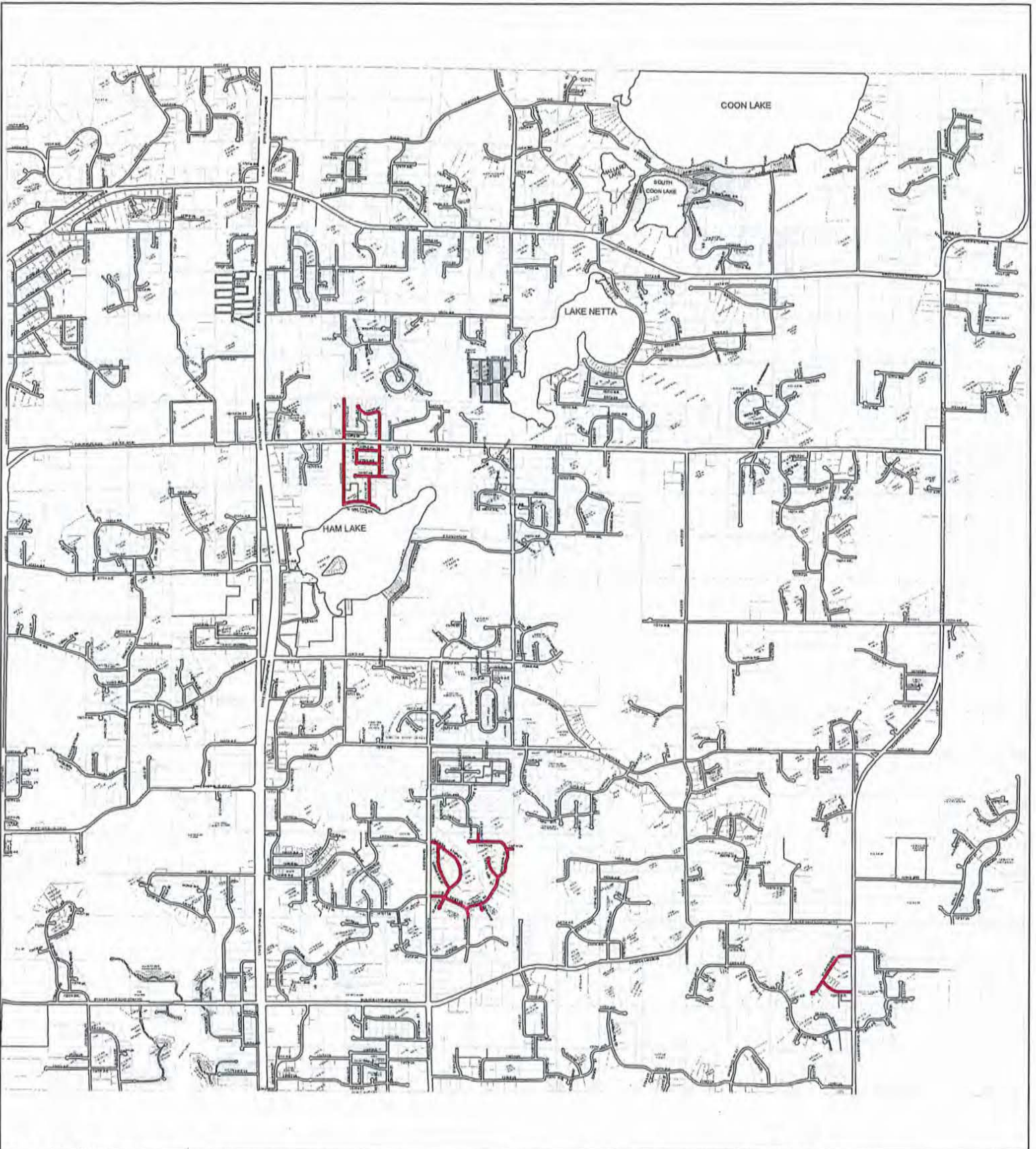
**Recommendation:**

Approve the Plans and Specifications for the 2023 Bituminous Overlay Project and authorize the advertisement for bids.

ENGINEER'S ESTIMATE  
 2023 BITUMINOUS OVERLAY PROJECT  
 DECEMBER 13, 2022

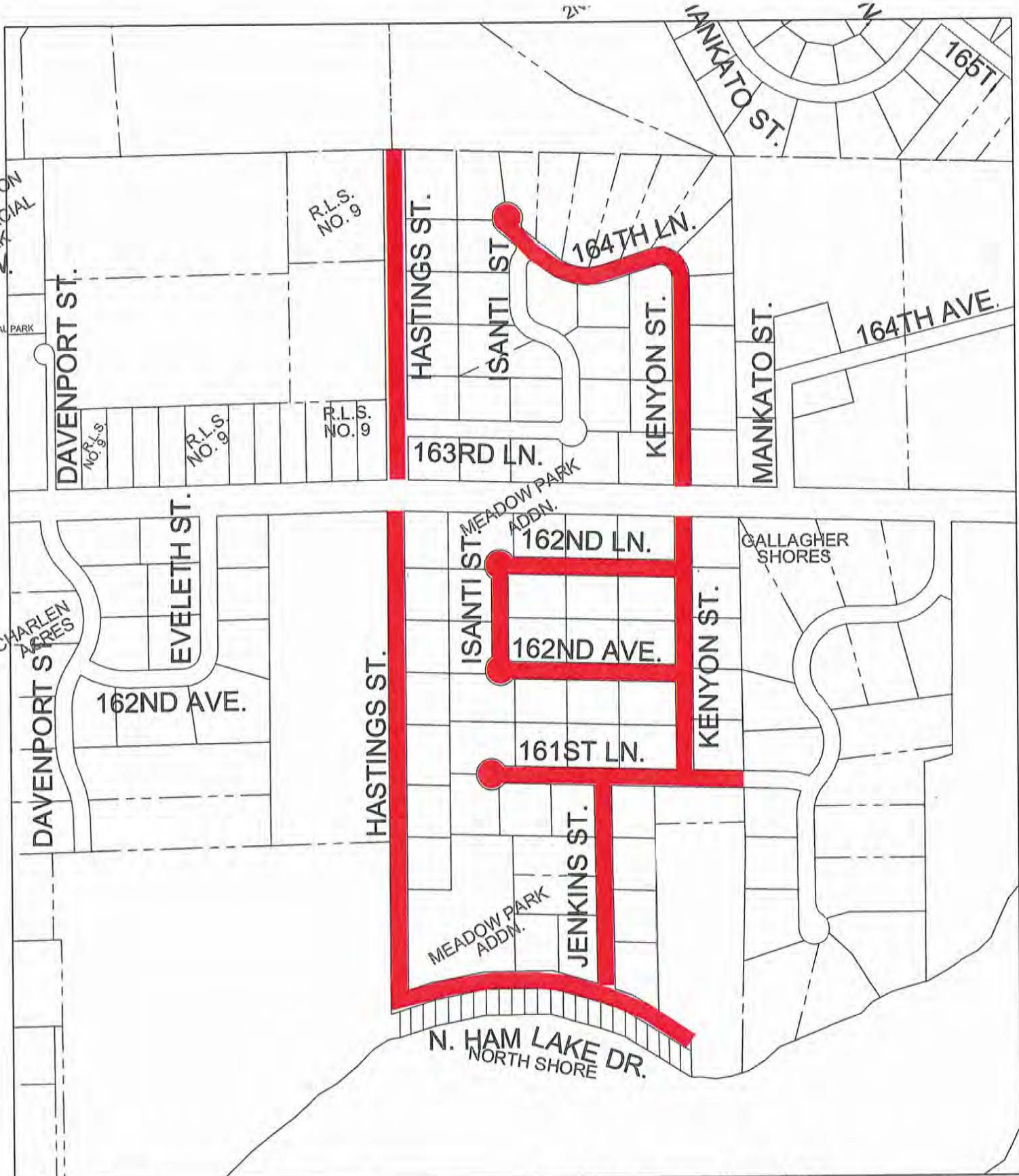
| ITEM NUMBER | ITEM DESCRIPTION                         | UNIT | EST. QTY. | UNIT PRICE  | TOTAL          |
|-------------|--|------|-----------|-------------|----------------|
| 2021.503    | MOBILIZATION                             | L.S. | 1         | \$84,000.00 | \$84,000.00    |
| 2232.501    | 6-FOOT WIDE EDGE MILL BITUMINOUS SURFACE | S.Y. | 1,094     | \$6.50      | \$7,111.00     |
| 2331.604    | MILL BITUMINOUS SURFACE                  | S.Y. | 62,943    | \$1.60      | \$100,708.98   |
| 2501.609    | HAUL BITUMINOUS PAVEMENT RECLAMATION     | C.Y. | 2,530     | \$18.50     | \$46,809.45    |
| 2360.501    | TYPE SPWEA240B WEARING COURSE MIXTURE    | TON  | 8,208     | \$94.00     | \$771,518.94   |
| 2357.502    | BITUMINOUS MATERIAL FOR TACK COAT        | S.Y. | 67,832    | \$0.50      | \$33,915.90    |
| TOTAL       |  |      |           |             | \$1,044,064.28 |



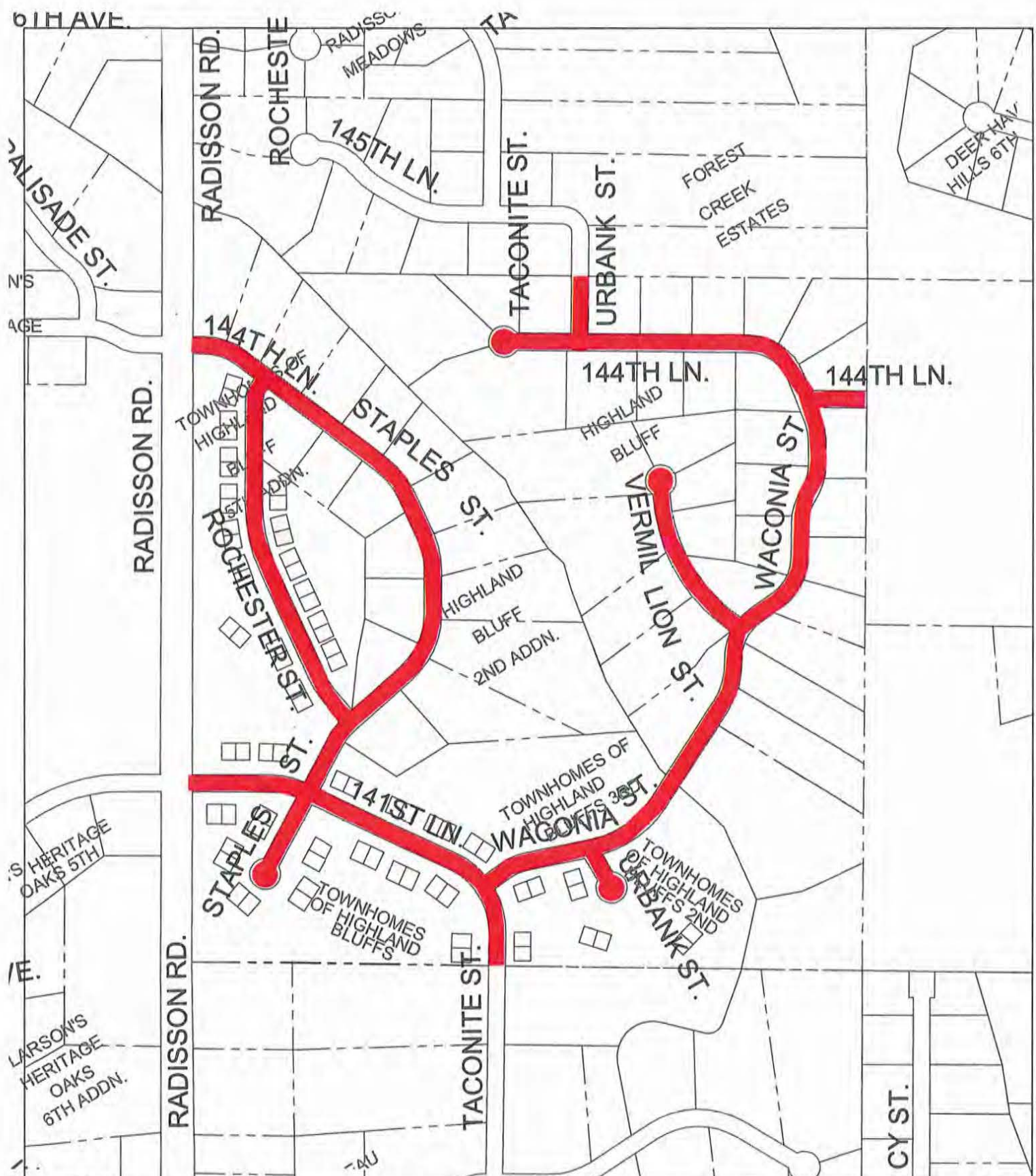


|   |   |                            |
|---|---|----------------------------|
| <p>Sheet Title:<br/>CITY OF HAM LAKE BITUMINOUS OVERLAY</p>   | <p>Date<br/>12/13/2022</p>  | <p>Scale<br/>1"=4,000'</p> |
| <p>Project:<br/>OVERALL 2023 BITUMINOUS OVERLAY LOCATIONS</p> | <p><b>RFC ENGINEERING, INC.</b><br/><b>Consulting Engineers</b><br/>13635 Johnson Street<br/>Ham Lake, MN 55304<br/>Telephone (763) 862-8000<br/>Fax (763) 862-8042</p> |                            |



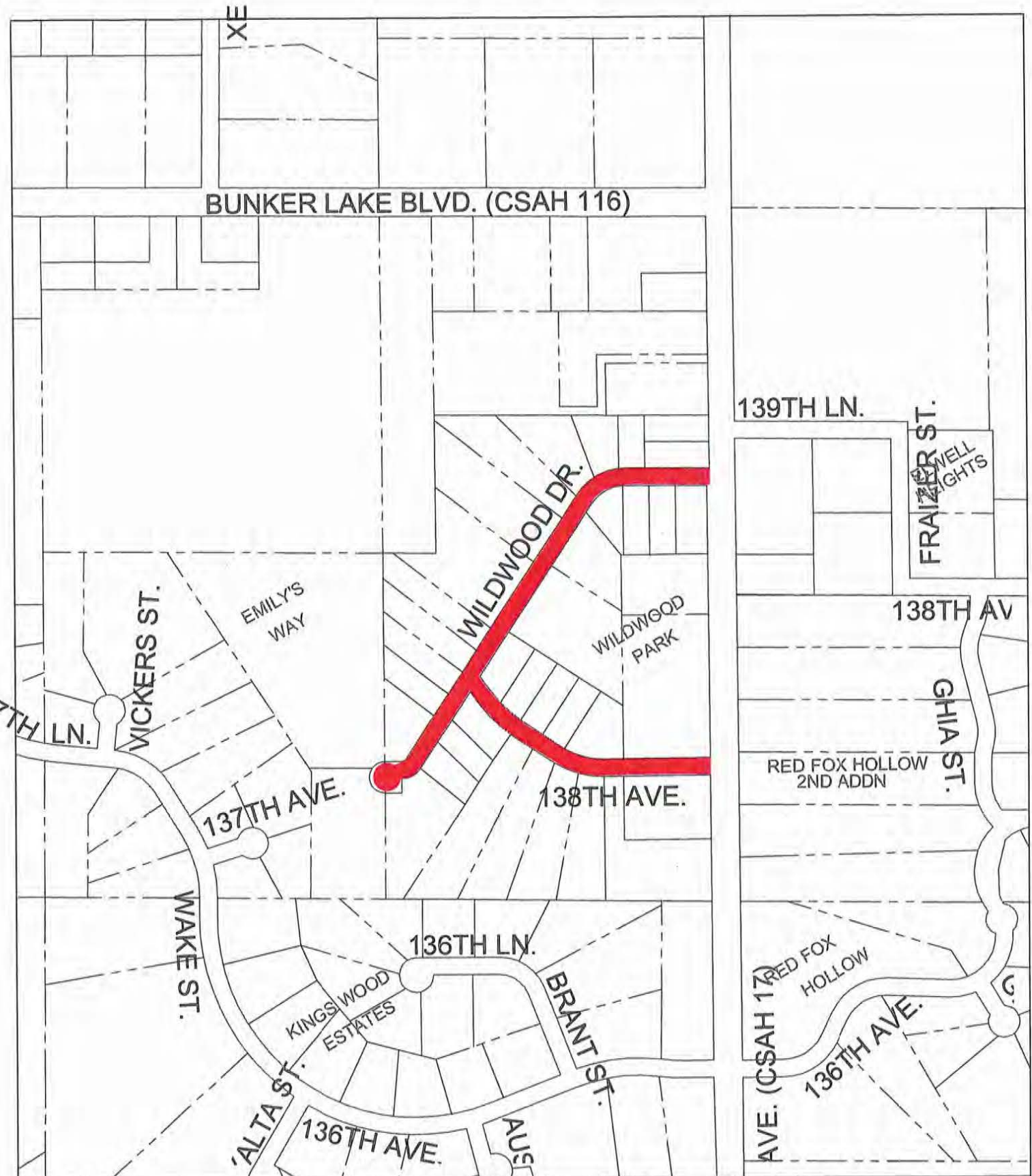


|   |  |                    |
|---|--|--------------------|
| Sheet Title:<br>CITY OF HAM LAKE 2023 BITUMINOUS OVERLAY                  | Date<br>12/13/2022   | Scale<br>1" = 500' |
| Locations:<br><br>MEADOW PARK NORTH, MEADOW PARK SOUTH<br>AND NORTH SHORE | <p align="center"><b>RFC ENGINEERING, INC.</b><br/> <b>Consulting Engineers</b></p> <p align="center">13635 Johnson Street<br/>         Ham Lake, MN 55304<br/>         Telephone (763) 862-8000<br/>         Fax (763) 862-8042</p> |                    |



|  |   |                    |
|--|---|--------------------|
| Sheet Title:<br>CITY OF HAM LAKE 2023 BITUMINOUS OVERLAY   | Date<br>12/13/2022  | Scale<br>1" = 500' |
| Locations:<br>HIGHLAND BLUFFS AND HIGHLAND BLUFFS 2ND ADDN | <b>RFC ENGINEERING, INC.</b><br><b>Consulting Engineers</b><br>13635 Johnson Street<br>Ham Lake, MN 55304<br>Telephone (763) 862-8000<br>Fax (763) 862-8042 |                    |





Sheet Title:  
CITY OF HAM LAKE 2023 BITUMINOUS OVERLAY

Date  
12/13/2022

Scale  
1" = 500'

Locations:  
WILDWOOD PARK

**RFC ENGINEERING, INC.**  
**Consulting Engineers**  
13635 Johnson Street  
Ham Lake, MN 55304  
Telephone (763) 862-8000  
Fax (763) 862-8042



- 4.3 Approval of terminating the contract with Gratitude Farms effective September 21, 2022 and approving the Letter of Understanding for Impound Housing Services with the Animal Humane Society effective September 21, 2022
- 4.4 Approval of a 50% reduction for the Performance Security for Evergreen Estates Development
- 4.5 Approval of hiring Juan Cabral for the full-time Public Works Mechanic/Operator position, subject to a BCA check and CDL drug test
- 4.6 Approval of Resolution No. 22-21 scheduling a public hearing to vacate a portion of the drainage and utility easement at 13339 Shenandoah Street NE (Lot 1, Block 2, Hidden Forest)

**Motion by Kirkeide, seconded by Wilken, to approve the June 6, 2022 Consent Agenda with the omission of item 4.1. Mayor Kirkham and Councilmembers Kirkeide and Wilken voted yes. Councilmember Parranto abstained. Motion carried.**

Councilmember Kirkeide stated that the June 6, 2022 Budget Workshop Minutes indicate that Anoka County Sheriff's Office budget be a County levy on a separate line item. Councilmember Kirkeide stated that he would like staff to research and explore the possibility to have the Anoka County Sheriff's Office budget be separated out from other operating expenses in the City Levy. **Motion by Kirkeide, seconded by Wilken, to correct 4.1 of the City Council Budget Workshop Minutes as noted by the Deputy City Clerk. Mayor Kirkham and Councilmembers Kirkeide and Wilken voted yes. Councilmember Parranto abstained. Motion carried.**

#### 5.0 PLANNING COMMISSION RECOMMENDATIONS

- 5.1 Gerald and Arlene Mager, Mager Trust, requesting Preliminary Plat and Final Plat Approval and Rezoning from CD-2, Commercial Development II, to R-1, Single Family Residential, for Magers Meadows, a minor plat (3 single family residential lots), located in Section 29 (this is considered the First Reading of a rezoning Ordinance)

**Motion by Kirkham, seconded by Wilken, to concur with the Planning Commission and approve the request of Gerald and Arlene Mager, Mager Trust, for Preliminary Plat and Final Plat approval and rezoning of Magers Meadows, a 3 lot Minor Plat, from CD-2, Commercial Development II to R-1, Single Family Residential, located in Section 29 (PID# 29-32-23-22-0001), subject to the existing septic system on Lot 2, Block 2 being brought into compliance by May 4, 2024 and meeting all City, State and County requirements. All present in favor, motion carried. (This is considered the first reading of an Ordinance rezoning the property).**

#### 6.0 ECONOMIC DEVELOPMENT AUTHORITY - None

#### 7.0 APPEARANCES - None

#### 8.0 CITY ATTORNEY

##### 8.1 Discussion of dredging the channel between South Coon Lake and Coon Lake

Attorney Murphy stated this item is on the agenda for discussion. There was a verbal agreement with one property owner that allowed the City to access the north side of the channel between South Coon Lake and Coon Lake: the owner sold the property and the current owner is not interested in allowing the City access or selling an easement to the City. At this time staff is looking for direction from the City Council regarding who should dredge the channel and how to proceed being there isn't an easement to access the channel. City Engineer Collins stated that to his knowledge the City has not dredged the channel; they have trimmed trees, trapped beavers and the bridge was reconstructed in 2010 and 2011. Attorney Murphy stated that in 1928 the Hiawatha Beach plat dedicated the channel and walking paths. Engineer Collins stated that the property owner to the northwest of the channel obtained a dredging permit from the DNR in 2001, and that

permit was transferred to the City in 2005. There have been permits issued by the DNR as recently as 2020 to the City. Councilmember Kirkeide stated the issue should be discussed with the DNR as an area hydrologist has stated disfavor of disturbing the sediment. Public Works Superintendent Witkowski stated that the City does not have the equipment to dredge the culvert and the DNR is not in favor of disturbing it.

Ted Ankrum, 17521 Interlachen Drive NE, asked the City Councilmembers if anyone has been to the site. Mr. Ankrum stated that it is a mess with overgrown willow trees, raspberry bushes and garbage. Mr. Ankrum stated he has lived there for 5 years and last year during the drought, being there was no water, would have been a perfect opportunity to clean it out. Councilmember Wilken asked how much sediment or dirt the current permit authorizes to be removed and it was determined 6-inches below the invert of the culvert placed in 1953.

Danielle Williams, 17444 Hiawatha Beach Drive NE, stated she has lived there for two-years and shared photos of the area where the retaining wall needs repairing, the overgrown trees are leaning and ready to fall into the channel and that it is because of a lack of maintenance. Ms. Williams stated that you can currently get a kayak through, but come July you will have to walk it through. Ms. Williams stated that the depth varies from 6-inches to 1-1/2-feet. Ms. Williams stated that you cannot get a boat through and with lack-of activity it has become worse. Ms. Williams stated that there are two easements that snowmobilers use. Ms. Williams stated that a plan is needed and the City needs to follow through with this obligation.

Brian Hellquist, 3264 Interlachen Drive NE, stated that he has lived there for 25-years. Mr. Hellquist stated that the depth of the water fluctuates, but something does need to be done. Mr. Hellquist stated that the watershed wouldn't like the railroad-ties that the retaining wall is constructed of. Mayor Kirkham stated that this is in the Sunrise River Watershed Management Organization and this could be their issue. Mr. Hellquist stated that the City has used a backhoe at the mouth to clean it out. Mr. Hellquist stated that there is also a wake issue there. Mr. Hellquist stated that the path is blocked so no one can use it. Mr. Hellquist stated that the channel was about 3-feet deep when it was clear and a lot of sediment has settled there.

Lorie Hellquist, 3264 Interlachen Drive NE, asked when they could get the paths back. Attorney Murphy stated the path could be vacated or the abutting property owner could be required to move everything off the path. Ms. Hellquist asked why that owner got to take over the path. Ms. Hellquist added that the City needs to do something about it.

Yvonne Raether, 17442 Hiawatha Beach Drive NE, stated that when the City dredged the channel approximately 20 years ago, you could get boats through for a couple of years. Ms. Raether would appreciate it being opened up.

**It was the consensus of the City Council to direct City Staff to contact representatives of the Sunrise Watershed District and the DNR and in the meantime have Public Works Superintendent Witkowski locate the corner pins for the pathway.**

- 9.0 CITY ENGINEER – None
- 10.0 CITY ADMINISTRATOR – None
- 11.0 COUNCIL BUSINESS
- 11.1 Committee Reports - None





# Anoka County Parcel Viewer



**Parcel Information:**

Approx. Acres:

Commissioner:

**Owner Information:**



Plat:

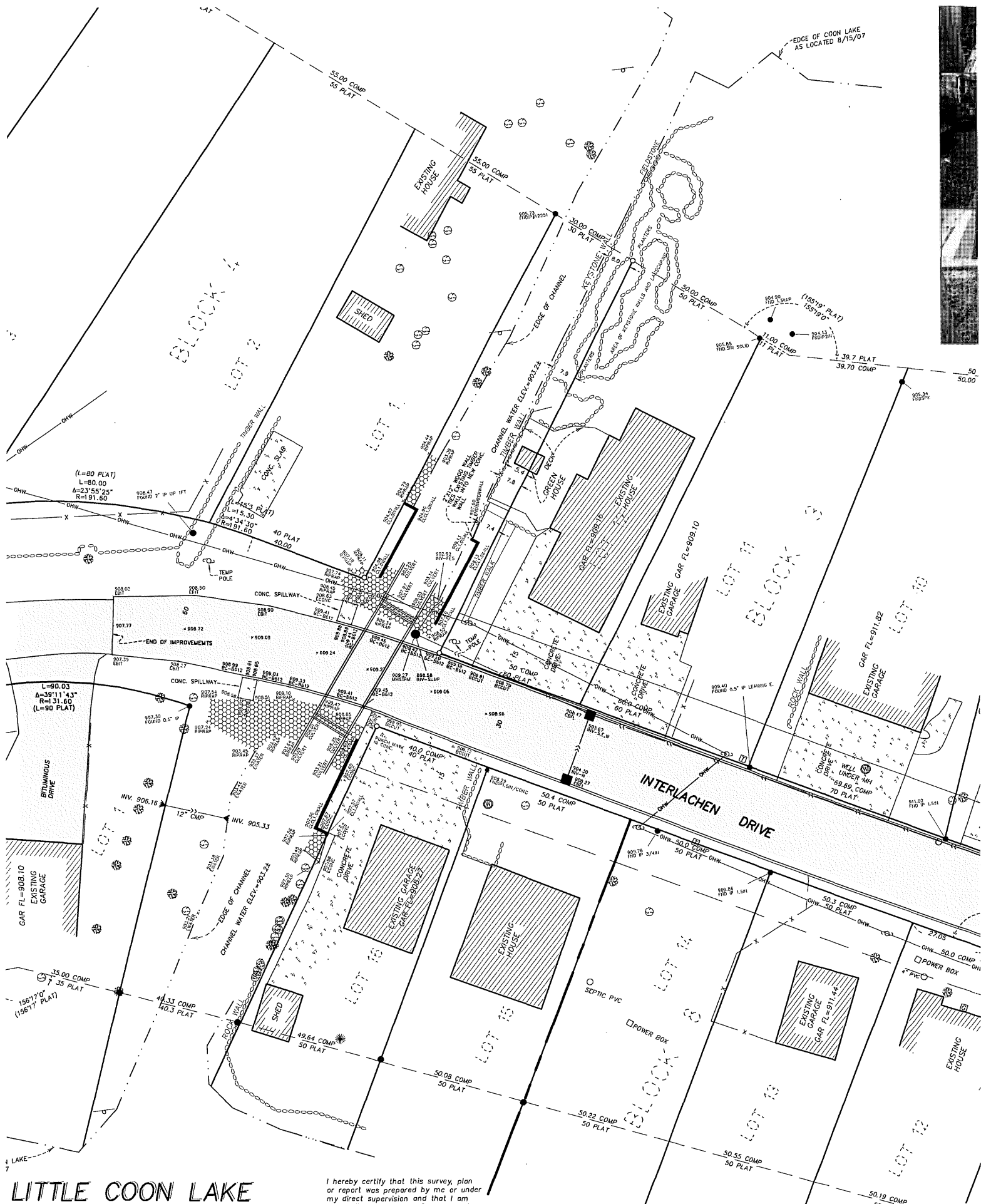
Anoka County GIS

1:600 1" = 50'

Date: 12/13/2022

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



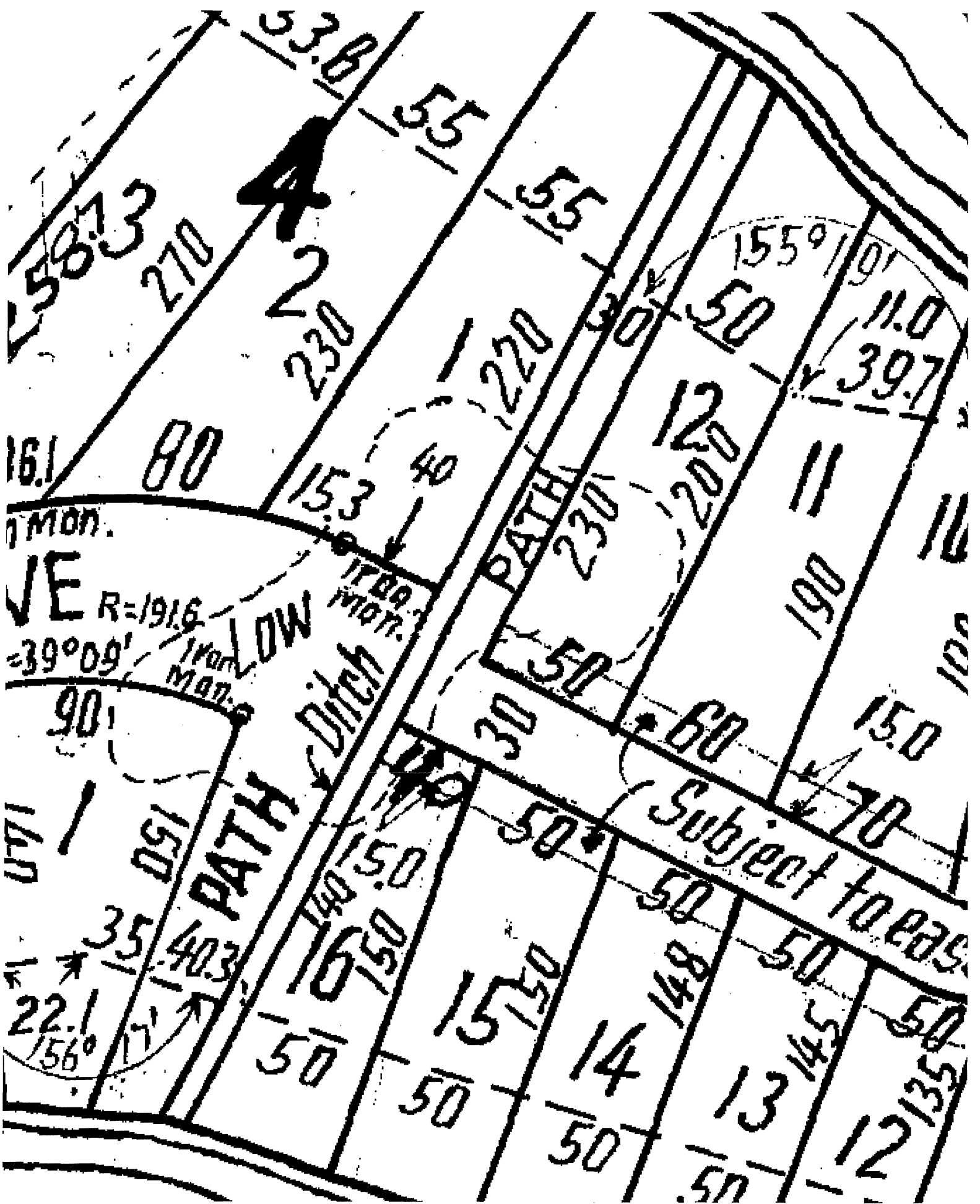


LITTLE COON LAKE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am

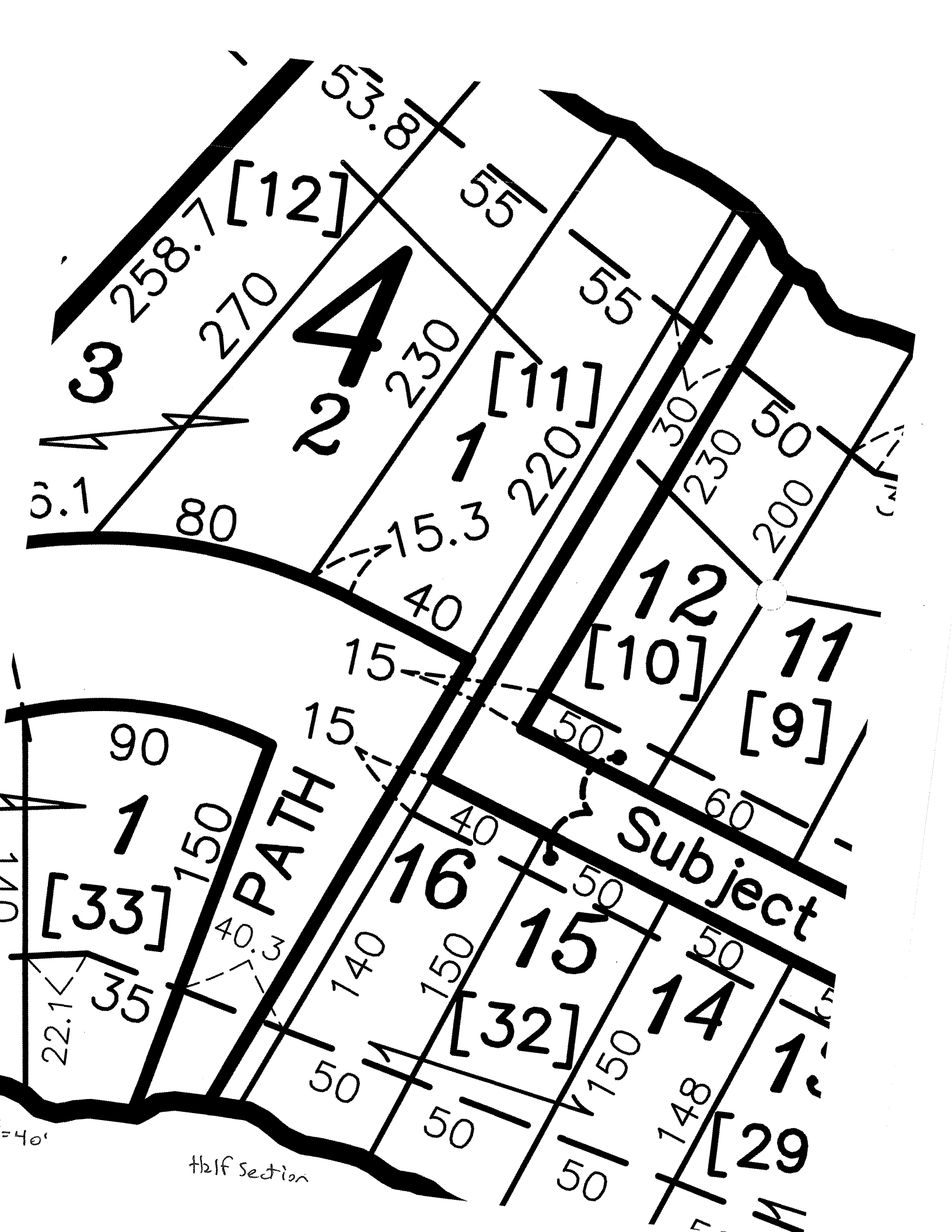
As-built survey

1" = 40'



Plot

1" = 40'





**Denise Webster**

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**From:** NOREPLY.MPARS.dnr@state.mn.us  
**Sent:** Tuesday, August 25, 2020 10:00 AM  
**To:** Tom Collins  
**Subject:** [MPARS] Permit 2001-6042 Amended - Anoka County  
**Attachments:** 2001-6042\_83391\_permit.pdf

The DNR has issued an amended Public Waters Work permit to Ham Lake, City Of, RFC Engineering, Inc. in Anoka County (see attachment). If you are not the permittee, you are receiving this notification as a courtesy.

Issuance of this permit does not exempt you from compliance with pertinent laws, ordinances and regulations, including Executive Orders that limit public activities. Permittees should not assume that the DNR issuing a permit allows them to conduct their work. They should consult the Minnesota Department of Employment and Economic Development (<https://mn.gov/deed/newscenter/covid/business-exemptions/>), who will determine whether an activity is exempt.

If you are the permittee or their agent, please carefully read all permit conditions and limitations. You are responsible for complying with all terms of the permit. You may sign-in to the MNDNR Permitting and Reporting System (MPARS) using the link below anytime you wish to view or request further changes to your permit. If you are using MPARS for the first time, you will need to create an account.

<https://webapps11.dnr.state.mn.us/mpars/public/permits>

If you have any questions about the permit, please contact Lucas Youngsma at [lucas.youngsma@state.mn.us](mailto:lucas.youngsma@state.mn.us), 651-259-5822.

\*\*\* DO NOT REPLY TO THIS EMAIL \*\*\*



MNDNR PERMITTING AND REPORTING SYSTEM

Amended

## Public Waters Work Permit

Expiration Date: 08/25/2025

Permit Number  
**2001-6042**

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, PERMISSION IS HEREBY GRANTED to the applicant to perform actions as authorized below. This permit supersedes the original permit and all previous amendments.

|   |                                   |  |   |
|---|-----------------------------------|--|---|
| <b>Project Name:</b><br>N/A   | <b>County:</b><br>Anoka           | <b>Watershed:</b><br>Lower St. Croix River   | <b>Resource:</b><br>Lake: Coon (02004200) |
| <b>Purpose of Permit:</b><br>Channel/Ditch Cleanout/Restoration   |                                   | <b>Authorized Action:</b><br>Remove sediment from existing Coon Lake to South Coon Lake channel to a depth of no lower than 0.5 feet below invert of Interlachen Drive NE crossing culvert, 10 feet width, and with channel side slopes no steeper than 2:1 (horizontal:vertical); all as shown and described in permit application, supporting materials and as originally authorized under permit 2001-6042. |   |
| <b>Permittee:</b><br>HAM LAKE, CITY OF<br>CONTACT: WEBSTER, DENISE, (763) 235-1680<br>15544 CENTRAL AVE NE<br>HAM LAKE, MN 55304<br>(763) 434-9555                  |                                   | <b>Authorized Agent:</b><br>RFC ENGINEERING, INC.<br>CONTACT: COLLINS, TOM<br>13635 JOHNSON STREET<br>HAM LAKE, MN 55304<br>(763) 862-8000   |   |
| <b>Property Description (land owned or leased or where work will be conducted):</b><br>UTM zone 15N, 485490m east, 5016153m north,<br>NESE of Section 3, T32N, R23W |                                   |  |   |
| <b>Issued Date:</b> 08/25/2020  | <b>Effective Date:</b> 08/25/2020 | <b>Expiration Date:</b> 08/25/2025   |   |
| <b>Authorized Issuer:</b><br>Lucas Youngsma   | <b>Title:</b><br>Area Hydrologist | <b>Email Address:</b><br>lucas.youngsma@state.mn.us  | <b>Phone Number:</b><br>651-259-5822      |

This permit is granted **subject to** the following **CONDITIONS**:

**APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS:** The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

**NOT ASSIGNABLE:** This permit is not assignable by the permittee except with the written consent of the Commissioner of Natural Resources.

**NO CHANGES:** The permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity or location of any items of work authorized hereunder.

**SITE ACCESS:** The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

**TERMINATION:** This permit may be terminated by the Commissioner of Natural Resources at any time deemed

## **CONDITIONS** (Continued from previous page)

necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

**COMPLETION DATE:** Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the Commissioner of Natural Resources.

**WRITTEN CONSENT:** In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

**PERMISSIVE ONLY / NO LIABILITY:** This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

**EXTENSION OF PUBLIC WATERS:** Any extension of the surface of public waters from work authorized by this permit shall become public waters and left open and unobstructed for use by the public.

**WETLAND CONSERVATION ACT:** Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR regulations, the permittee shall not initiate any work under this permit until the permittee has obtained official approval from the responsible local government unit as required by the Minnesota Wetland Conservation Act.

**CONTRACTOR RESPONSIBILITY:** The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit. Contractors must obtain a signed statement from the property owner stating that permits required for work have been obtained or that a permit is not required, and mail a copy of the statement to the regional DNR Enforcement office where the proposed work is located. The Landowner Statement and Contractor Responsibility Form can be found at: [https://bwsr.state.mn.us/sites/default/files/2019-01/Wetland\\_WCA\\_Contractor\\_Responsibility\\_Form.doc](https://bwsr.state.mn.us/sites/default/files/2019-01/Wetland_WCA_Contractor_Responsibility_Form.doc)

**INVASIVE SPECIES - EQUIPMENT DECONTAMINATION:** All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at [http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best\\_practices\\_for\\_prevention\\_ais.pdf](http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf). Contact your regional Invasive Species Specialist for assistance at [www.mndnr.gov/invasives/contacts.html](http://www.mndnr.gov/invasives/contacts.html). A list of designated infested waters is available at [www.mndnr.gov/invasives/ais/infested.html](http://www.mndnr.gov/invasives/ais/infested.html). A list of prohibited invasive species is available at [www.mndnr.gov/invasives/laws.html#prohibited](http://www.mndnr.gov/invasives/laws.html#prohibited).

**CONSTRUCTION DEWATERING - GENERAL:** All construction dewatering in excess of 10,000 gallons per day or one million gallons per year must be authorized by a separate water appropriation permit. All worksite discharge water must be treated for sediment reduction prior to return to the surface water. Water from designated infested waters shall not be diverted to other waters, transported on a public road, or transported or appropriated off property riparian to infested waters without a DNR permit specifically for this use. All equipment in contact with infested waters must be decontaminated upon leaving the site.

**EROSION AND SEDIMENT CONTROL - SILT CURTAIN:** Any work below the water level shall be encircled by a flotation sediment curtain to prevent sediment from being transported beyond the construction site. An example of an appropriately constructed silt curtain is illustrated in Chapter 6.32 Treatment Measures: Flotation Silt Curtains, found in the document Protecting Water Quality in Urban Areas (2000), at [www.pca.state.mn.us/index.php/view-document.html?gid=7157](http://www.pca.state.mn.us/index.php/view-document.html?gid=7157). Curtain should be held close to shoreline, encircling the work area, and not interfere with main flows in channels. The barrier shall be removed upon completion of the work after the silt has settled.

**EXCAVATED MATERIALS - FLOODPLAIN CONCERN:** Excavated material shall not be permanently placed within community designated floodplain areas or shoreland areas, unless all necessary local permits and approvals have been



**CONDITIONS** (Continued from previous page)

obtained.

**EXCAVATED MATERIALS - RUNOFF CONCERN:** Excavated materials must be deposited or stored in an upland area, in a manner where the materials will not be redeposited into the public water by reasonably expected high water or runoff. Departure from any previously approved spoil disposal plans may be allowed only through permit amendment.

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