

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, FEBRUARY 7, 2022**

- 1.0 CALL TO ORDER - 6:00 P.M. – Pledge of Allegiance
- 2.0 **PUBLIC COMMENT**
- 3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS - None
- 4.0 **CONSENT AGENDA**

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

- 4.1 Approval of minutes of January 18, 2022
- 4.2 Approval of claims
- 4.3 Approval of scheduling Recycling Days for Saturday, May 7 and Saturday, September 10, 2022
- 4.4 Approval of hiring part-time Warming House Attendants
- 4.5 Approval of purchasing radios for the Fire Department
- Approval of recommendation to Chief Judge of the 10<sup>th</sup> Judicial District to re-appoint Gary Kirkeide 4.6 with term ending 2/19/2026; Dwight McCullough with term ending 4/30/2026; and Bill Vokovan with term ending 4/30/2026 to the Ham Lake Charter Commission
- 4.7 Approval of a request from James and Nancy Johnson for a Metes and Bounds Conveyance/Courtesy Combination in Section 33
- 4.8 Approval of the 2022 bituminous overlay project plans and specifications and authorization to advertise for bids
- 4.9 Approve the Plans and Specifications for the 2022 tree removal project and authorize the advertisement for bids
- 4.10 Approval of the Contract with SafeAssure for safety training for 2022

### 5.0 PLANNING COMMISSION RECOMMENDATIONS - None

- 6.0 **ECONOMIC DEVELOPMENT AUTHORITY** – None
- 7.0 **APPEARANCES** – None

#### 8.0 **CITY ATTORNEY**

- 8.1 Discussion of the First Reading of an Ordinance regarding Catalytic Converters
- Discussion of the 159th Avenue NE right-of-way within Ham Lake Industrial Park 4th Addition 8.2

#### 9.0 **CITY ENGINEER**

#### 10.0 **CITY ADMINISTRATOR** – None

#### 11.0 **COUNCIL BUSINESS**

- 11.1 **Committee Reports**
- Discussion of cost and updates to the Upper Rum River Watershed Management Organization 11.2 (URRWMO) Joint Powers Agreement (JPA)
- 11.3 Announcements and future agenda items



CITY OF HAM LAKE

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### CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES TUESDAY, JANUARY 18, 2022

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Tuesday, January 18, 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 Mike Van Kirk and Councilmembers Jim Doyle, Gary Kirkeide, Brian Kirkham and Jesse Wilken
- MEMBERS ABSENT: None
- **OTHERS PRESENT:** City Attorney, Joe Murphy; City Engineer, Tom Collins; City Administrator, Denise Webster; and City Clerk, Dawnette Shimek
- 1.0 CALL TO ORDER 6:00 P.M. Pledge of Allegiance

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

2.0 PUBLIC COMMENT – None

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

- 3.1 Lt. Wilson, Anoka County Sheriff's Office Monthly Report
- Lt. Wilson notified staff that he was unable to attend the meeting.
- 3.2 <u>6:01 P.M. Public Hearing To consider the vacation of the145th Avenue NE temporary cul-desac right-of-way within Hidden Forest East Second Addition and adoption of Resolution No. 22-03 Mayor Van Kirk opened the public hearing for comment at 6:03 p.m. and with there being no public comment, Mayor Van Kirk closed the public hearing at 6:04 p.m.</u>

Motion by Kirkeide, seconded by Doyle, to approve the vacation of the 145<sup>th</sup> Avenue NE temporary cul-de-sac right-of-way within Hidden Forest East Second Addition and adoption of Resolution No. 22-03. 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 January 3, 2022
- 4.2 Approval of claims in the amount of \$496,803.69
- 4.3 Approval of Resolution No. 22-04 to appoint signers and authorized traders for bank and investment accounts
- 4.4 Approval of accepting an easement deed for the Tippecanoe Street NE Improvement Project

Councilmember Doyle requested that Item 4.1 be removed from the consent agenda.

Motion by Kirkham, seconded by Wilken, to approve the January 18, 2022 Consent Agenda with the omission of item 4.1. All in favor, motion carried.

Motion by Wilken, seconded by Kirkham, to approve item 4.1 of the Consent Agenda. Mayor Van Kirk and Councilmembers Kirkeide, Kirkham and Wilken voted yes. Councilmember Doyle abstained. Motion carried.

- 5.0 PLANNING COMMISSION RECOMMENDATIONS None
- 6.0 ECONOMIC DEVELOPMENT AUTHORITY None
- 7.0 **APPEARANCES** None
- 8.0 CITY ATTORNEY None
- 9.0 CITY ENGINEER None
- 10.0 CITY ADMINISTRATOR None

### 11.0 COUNCIL BUSINESS

### 11.1 <u>Committee Reports</u>

Councilmember Kirkeide stated that he spoke with a resident who is requesting to redefine property lines on his property and would like to proceed without deeding a drainage and utility easement around the perimeter of the properties, locating well and septic areas and obtaining soil borings. Councilmember Kirkeide requested that the Code Review Committee meet to discuss amending the City Code to allow estate or financial planning of non-developed land requiring minimal criteria and minimal costs for the property owner.

### 11.5 Announcements and future agenda items - None

# Motion by Kirkeide, seconded by Kirkham, to adjourn the meeting at 6:09 p.m. All in favor, motion carried.

Dawnette Shimek, Deputy City Clerk

### CITY OF HAM LAKE CLAIMS SUBMITTED TO COUNCIL February 7, 2022

### CITY OF HAM LAKE

EFTS, CHECKS, AND BANK	DRAFTS	01/21/22 - 02/09/22	
CHECK 1/20/22	# 63668		\$ 30.00
EFT	# 1599 - 1611		\$ 14,648.73
<b>REFUND CKECK 1/13/22</b>	#63667		\$ 6,000.00
<b>REFUND CKECKS</b>	#63669		\$ 150.00
CHECKS	# 63670 - 63729		\$ 124,909.30
BANK DRAFTS	DFT0002310 - DFT0	002322	\$ 28,631.67
TOTAL EFTS, CHECKS, ANI	) BANK DRAFTS		\$ 174,369.70
PAYROLL CHECKS 01/28/22			\$ 50,081.75
TOTAL PAYROLL CHECKS			\$ 50,081.75
TOTAL OF ALL PAYMENTS	i -		\$ 224,451.45
VOID CHECKS			
CHECKS			\$ -
EFT			\$ -
			\$ -

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

MAYOR

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

# Check Register Packet: APPKT01504 - 1/20/22 BCA CHECK



City of Ham Lake, MN

By Check Number

Vendor Number Bank Code: APBNK-A/	Vendor Name /P BANK	Payme	ent Date	Payment	Түре	Discount Amou	nt Payment Ai	nount	Number
вса		NAL APPREHENSI 01/20,	/2022	Regular		· 0.	00	30.00	63668
Payable #	Payable Type	Payable Date	Payable Descripti	on	Disc	ount Amount	Payable Amount		
Account Num	nber	Account Name	Project Accou	unt Key	Item Description	Dis	t Amount		
<u>220120</u>	Invoice	01/20/2022	CHILD PROTECTIO	N BACKGRC	UND CHECK	0.00	30.00		
100-44101-3	150	Personnel testing & re	crui		CHILD PROTECTION	N BACKG	30.00		

### Bank Code APBNK Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	1	1	0.00	30.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	. 1	1	0.00	30.00

# **Refund Check Register**

City of Ham Lake, MN

### Packet: ARPKT00150 - 1/13/22 TRUST ESCROW REFUND

### Refund Detail ------

Account Number	Name	Check Date	Check Number	Amount
00138	PROFESSIONAL GROUND MAINTENANCE	1/13/2022	63667	6,000.00
			Total Refund Amount:	6,000.00

# Revenue Totals

Revenue Code		Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS		6,000.00
	Revenue Totals:	6,000.00

# **General Ledger Distribution**

Posting Date: 01/13/2022

		Posting Amount	IFT
890 - TRUST FUND			
890-10101	Cash-claim on pooled cash	-6,000.00	Yes
890-11501	Misc receivables	6,000.00	
	890 Total:	0.00	
999 - POOLED CASH			
999-10100	Pooled Cash	-6,000.00	
999-20702	Due to other funds	6,000.00	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	
	890-10101 890-11501 999 - POOLED CASH 999-10100	890-10101 Cash-claim on pooled cash 890-11501 Misc receivables 890 Total: 999 - POOLED CASH 999-10100 Pooled Cash 999-20702 Due to other funds 999 Total:	890-10101         Cash-claim on pooled cash         -6,000.00           890-11501         Misc receivables         6,000.00           890-11501         Misc receivables         0.00           999 - POOLED CASH         999-10100         Pooled Cash         -6,000.00           999-20702         Due to other funds         6,000.00         999 Total:         0.00

# **Refund Check Register**

City of Ham Lake, MN

### Packet: ARPKT00189 - REFUND - 2021 LION'S PARK SEASONAL DEPOSIT

### Refund Detail \_\_\_\_\_

Account Number	Name	Check Date	Check Number	Amount
00097	BOY SCOUT TROOP 3524	2/2/2022	63669	150.00
		T	otal Refund Amount:	150.00

# Revenue Totals\_\_\_\_\_

Revenue Code		tal Distribution
TRUST DEPOSITS - TRUST DEPOSITS		150.00
	Revenue Totals:	150.00

# **General Ledger Distribution**

Posting Date: 02/02/2022

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

# Council Approval List By (None)



# Payment Dates 1/21/2022 - 2/9/2022

				,	_, _,
Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
1599	OPTUM BANK - 6011	Health Savings Account-6011	Flexible spending	100-21705	54.17
1600	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	88.14
1600	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1600	ARAMARK UNIFORM & CAREE	PARK UNIFORMS	Clothing & personal protectiv	100-44101-2210	21.80
1600	ARAMARK UNIFORM & CAREE	PW UNIFORMS	Clothing & personal protectiv	100-43101-2210	86.67
1600	ARAMARK UNIFORM & CAREE	FIRST AID CABINET	Safety supplies	100-43101-2240	12.00
1600	ARAMARK UNIFORM & CAREE	PARK UNIFORMS	Clothing & personal protectiv	100-44101-2210	24.15
1601	BRODIN PRESS	FEB HAM LAKER	Editing	211-41704-3125	900.00
1602	CMT JANITORIAL SERVICES	SHERIFF'S OFFICE CLEANING	Cleaning service	100-41702-3430	130.00
1602	CMT JANITORIAL SERVICES	CITY HALL CLEANING	Cleaning service	100-41702-3430	520.00
1602	CMT JANITORIAL SERVICES	FIRE #2 CLEANING	Cleaning service	100-42202-3430	128.00
1602	CMT JANITORIAL SERVICES	FIRE #1 CLEANING	Cleaning service	100-42202-3430	136.00
1602	CMT JANITORIAL SERVICES	PW CLEANING	Cleaning service	100-43104-3430	125.00
1602	CMT JANITORIAL SERVICES	SR CENTER CLEANING	Cleaning service	100-44202-3430	-254.00
1603	DELTA DENTAL PLAN OF MINN	FEBRUARY DK COBRA	COBRA receivable	100-11502	42.00
1603	DELTA DENTAL PLAN OF MINN		Flexible spending	100-21705	999.90
1604	ESO SOLUTIONS INC	FIRE SOFTWARE 2/5/22 - 2/4/	Capital assets	100-42201-5110	9,248.00
1605	MEDTOX LABORATORIES	DRUG TESTING	Personnel testing & recruitme	100-42201-3150	64.92
1606	O'REILLY AUTOMOTIVE STORE	#78 BELTS, TENSIONERS	Vehicle parts & supplies	100-43101-2340	228.42
1606		#78 MICRO BELT & TENSIONE	Vehicle parts & supplies	100-43101-2340	-96.25
1606	O'REILLY AUTOMOTIVE STORE	GREASE GUN	Small tools	100-43101-2410	42.74
1606	O'REILLY AUTOMOTIVE STORE	GREASE GUN	Small tools	100-43101-2410	-42.74
1606		CABIN FILTER	Operating supplies	100-43101-2290	25.16
1606	O'REILLY AUTOMOTIVE STORE	#70 FLOOR MATS	Vehicle parts & supplies	100-43101-2340	45.99
1606	O'REILLY AUTOMOTIVE STORE	HEX KEY SETS	Small tools	100-43101-2410	44.98
1607	STAR TRIBUNE MEDIA COMPA		Legal notices/publications/bid	100-41101-3950	587.52
1607	STAR TRIBUNE MEDIA COMPA	HIDDEN FOREST EAST 2ND VA	Legal notices/publications/bid	890-90001-3950	208.80
1608	SUSAN KNOUSE	OCT - DEC 21ST CENTURY BA	Mileage	100-41401-3960	16.80
1609	TERI MCMAHON	CERTIFICATE PAPER - SERVICE	Office supplies	100-42201-2110	14.56
1610	WICK COMMUNICATIONS-LEA		Printing	211-41704-3970	635.00
1611	WRUCK SEWER & PORTABLE	DEC HAM LAKE BOAT LANDIN	Rentals-other	100-44101-3390	45.50
1611	WRUCK SEWER & PORTABLE	DEC LION'S PLAYGROUND RE	Rentals-other	100-44101-3390	45.50
63670	US BANK CORPORATE PAYME	IOS-TONER-TM-NW	Office supplies	100-41201-2110	127.46
63670	US BANK CORPORATE PAYME	ZOOM-FEB '22 Zoom-DW	Dues & subscriptions	100-41201-3920	12.84
63670	US BANK CORPORATE PAYME	ICONTACT-Webtrack Subscrip	Internet & website	100-41301-3220	269.81
63670	US BANK CORPORATE PAYME	AMAZON-FILE HOLDER-AM-N	Office supplies	100-41401-2110	9.97
63670	US BANK CORPORATE PAYME	IOS-SHARPIE PENS-NW	Office supplies	100-41701-2110	11.68
63670	US BANK CORPORATE PAYME	IOS-SHARPIES FINE POINT-NW	Office supplies	100-41701-2110	12.02
63670	US BANK CORPORATE PAYME	IOS-COPIER PAPER-NW	Office supplies	100-41701-2110	38.66
63670	US BANK CORPORATE PAYME	IOS-BALLPOINT PENS-NW	Office supplies	100-41701-2110	13.35
63670	US BANK CORPORATE PAYME	IOS-TOILET PAPER-NW	Operating supplies	100-41701-2290	62.91
63670	US BANK CORPORATE PAYME	IOS-PAPER TOWEL ROLLS-NW	Operating supplies	100-41701-2290	62.75
63670	US BANK CORPORATE PAYME	PANTHEON-NEW WEBSITE LIC	Software licenses & upgrades	100-41701-2510	50.00
63670	US BANK CORPORATE PAYME	AMAZON-BATTERY-NW	Operating supplies	100-42201-2290	125.00
63670	US BANK CORPORATE PAYME	AED.US-DEFIBRILLATOR ELECT	Equipment parts & supplies	100-42201-2320	137.75
63670	US BANK CORPORATE PAYME	FERGUSON-HL FIRE Well Flang	Equipment parts & supplies	100-42201-2320	94.42
63670	US BANK CORPORATE PAYME	IDEAL CALIBRATIONS-OXYGEN	Equipment parts & supplies	100-42201-2320	495.00
63670 63670	US BANK CORPORATE PAYME	FERGUSON-Inv correction for	Equipment parts & supplies	100-42201-2320	-94.42
63670 62670	US BANK CORPORATE PAYME	MN STATE COLLEGE-Fire Offic	Training/conferences/schools	100-42201-3510	850.00
63670 62670	US BANK CORPORATE PAYME	AMAZON-FIRE OFFICER BOOK	Training supplies	100-42201-3530	84.06
63670 62670	US BANK CORPORATE PAYME	AMAZON-FIRE OFFICER BOOK	Training supplies	100-42201-3530	17,48
63670	US BANK CORPORATE PAYME	IOS-CALENDAR-NW	Office supplies	100-42401-2110	10.43
63670 63670	US BANK CORPORATE PAYME	IOS-BINDER TABS-NW	Office supplies Codes & standards	100-42401-2110	4.95
01060	US BANK CORPORATE PAYME	IAPMO-2020 PLUMBING COD	coues of significations	100-42401-2820	335.99

Payment Dates:	1/21/2022 - 2/9/2022
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Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63670	US BANK CORPORATE PAYME	IAPMO-2021 PLUMBING COD	Codes & standards	100-42401-2820	424.65
63670	US BANK CORPORATE PAYME	U OF M -Intro to & Install Onsi	Training/conferences/schools	100-42401-3510	775.00
63670	US BANK CORPORATE PAYME	U OF M -Intro to & Install Onsi	Training/conferences/schools	100-42401-3510	725.00
63670	US BANK CORPORATE PAYME	U OF M -ONSITE SYSTEMS-TK-	Training/conferences/schools	100-42401-3510	525.00
63670	US BANK CORPORATE PAYME	U OF M -INTRO & INSTALL ON	Training/conferences/schools	100-42401-3510	-665.00
63670	US BANK CORPORATE PAYME	U OF M -Adv Design & Insp an	Training/conferences/schools	100-42401-3510	1,050.00
63670	US BANK CORPORATE PAYME	U OF M -Adv Design & Insp &	Training/conferences/schools	100-42401-3510	-990.00
63670	US BANK CORPORATE PAYME	IOS-SOAP, TOILET PAPER, PAPE	Operating supplies	100-44201-2290	170.40
63672	ACE SOLID WASTE INC	FEB ORGANICS	Waste management & recycli	231-43601-3630	321,25
63673	ANOKA COUNTY TREASURY D	FEBRUARY BROADBAND FIRE	Internet & website	100-41301-3220	75.00
63673	ANOKA COUNTY TREASURY D	FEBRUARY BROADBAND	Internet & website	100-41301-3220	37.50
63674	ARCHITECT MECHANICAL INC	MAINT - CITY HALL	Building repair & maintenanc	100-41702-3420	668.10
63674	ARCHITECT MECHANICAL INC	MAINT - FIRE #2	Building repair & maintenanc	100-42202-3420	245.63
63674	ARCHITECT MECHANICAL INC	MAINT - FIRE #1	Building repair & maintenanc	100-42202-3420	363.52
63674	ARCHITECT MECHANICAL INC	MAINT - PUBLIC WORKS	Building repair & maintenanc	100-43104-3420	510.90
63674	ARCHITECT MECHANICAL INC	MAINT - PARK BUILD	Building repair & maintenanc	100-44102-3420	176.85
63675	ASTLEFORD INT'L TRUCKS INC	#59 RELAY	Vehicle parts & supplies	100-43101-2340	37.01
63675	ASTLEFORD INT'L TRUCKS INC	#59 RELAY CONTROL	Vehicle parts & supplies	100-43101-2340	-16.21
63676	BAKER TILLY US, LLP	CONTINUING DISCLOSURE 20	Other professional services	100-41701-3190	1,050.00
63676	BAKER TILLY US, LLP	CONTINUING DISCLOSURE 20	Agent fees	370-47101-6130	1,050.00
63677	CARGILL SALT DIVISION	47.05 TN DEICER	Salt & sand	100-43102-2710	5,367.47
63678	CARSON, CLELLAND, & SCHRE	CITY COUNCIL MEETINGS	Attorney	100-41101-3110	180.00
63678	CARSON, CLELLAND, & SCHRE	ULYSSES CELL TOWER	Attorney	100-41101-3110	157.50
63678	CARSON, CLELLAND, & SCHRE	CENTRAL AVENUE	Attorney	100-41101-3110	105.00
63678	CARSON, CLELLAND, & SCHRE	CATALYTIC CONVERTERS	Attorney	100-41102-3110	105.00
63678	CARSON, CLELLAND, & SCHRE	PUD REQUIREMENTS	Attorney	100-41102-3110	35,00
63678	CARSON, CLELLAND, & SCHRE	PROSECUTIONS	Attorney	100-41501-3110	6,500.00
63678	CARSON, CLELLAND, & SCHRE	FIRE #3	Capital assets	420-42201-5110	70.00
63678	CARSON, CLELLAND, & SCHRE	TIPPECANOE EASEMENT	Attorney	431-43301-3110	70.00
63679	CENTURY COLLEGE	ROPES & KNOTS SKILLS	Training/conferences/schools	100-42201-3510	450.00
63680	CITY OF COLUMBUS	SIGNAL LEXINGTON & BROAD	Electricity	100-43401-3610	27.49
63681	CITY OF ROSEVILLE	2022 DW LASERFICHE & ADO	Software licenses & upgrades	100-41201-2510	26.64
63681	CITY OF ROSEVILLE	2022 DS, LASERFICHE & ADOB	Software licenses & upgrades	100-41301-2510	26.64
63681	CITY OF ROSEVILLE	2022 AM, SK LASERFICHE & A	Software licenses & upgrades	100-41401-2510	53.27
63681	CITY OF ROSEVILLE	2022 JB LASERFICHE & ADOBE	Software licenses & upgrades	100-41601-2510	26,64
63681	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-41701-3210	187.17
63681	CITY OF ROSEVILLE	IT SERVICE	Computer & software support	100-41707-3120	4,398.75
63681	CITY OF ROSEVILLE	2022 TM, MR LASERFICHE & A	Software licenses & upgrades	100-42201-2510	32.47
63681	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42201-3210	78.00
63681	CITY OF ROSEVILLE	2022 NW, TD, LASERFICHE &	Software licenses & upgrades	100-42401-2510	59,11
63681	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-42401-3210	93.59
63681	CITY OF ROSEVILLE	2022 JW ADOBE LICENSE	Software licenses & upgrades	100-43101-2510	5.84
63681	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-43101-3210	46.75
63681	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44101-3210	15.58
63681	CITY OF ROSEVILLE	PHONES	Phones/radios/pagers	100-44201-3210	62.42
63682	CONNEXUS ENERGY	CITY HALL	Electricity	100-41702-3610	850.58
63682	CONNEXUS ENERGY	GARAGE	Electricity	100-41702-3610	33.47
63682	CONNEXUS ENERGY	CITY SIGN	Electricity	100-41703-3610	96.48
63682	CONNEXUS ENERGY	SOUTH WELCOME	Electricity	100-41703-3610	14.94
63682	CONNEXUS ENERGY	FIRE #1	Electricity	100-42202-3610	414.85
63682	CONNEXUS ENERGY	FIRE #2	Electricity	100-42202-3610	222.60
63682	CONNEXUS ENERGY	SIRENS	Electricity	100-42302-3610	65.00
63682	CONNEXUS ENERGY	PW	Electricity	100-43104-3610	960.72
63682	CONNEXUS ENERGY	RADISSON/BUNKER SIGNALS	Electricity	100-43401-3610	75.89
63682	CONNEXUS ENERGY	BUNKER/JEFFERSON SIGNALS	Electricity	100-43401-3610	69.46
63682	CONNEXUS ENERGY	BUNKER/LEXINGTON SIGNALS	Electricity	100-43401-3610	64.41
63682	CONNEXUS ENERGY	STREET LIGHTS #2	Electricity	100-43401-3610	272.89
63682	CONNEXUS ENERGY	HWY 65/CONSTANCE SIGNALS	Electricity	100-43401-3610	116.06
63682	CONNEXUS ENERGY	LEXINGTON/CROSSTOWN SIG	Electricity	100-43401-3610	53.43
63682	CONNEXUS ENERGY	STREET LIGHTS #1	Electricity	100-43401-3610	24.79

### Payment Dates: 1/21/2022 - 2/9/2022

Council Approval List				Payment Dat	tes: 1/21/2022 - 2/9/2022
Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63682	CONNEXUS ENERGY	HWY 65/BUNKER SIGNALS	Electricity	100-43401-3610	81.39
63682	CONNEXUS ENERGY	HWY 65/ANDOVER BLVD SIGN	Electricity	100-43401-3610	73,49
63682	CONNEXUS ENERGY	CROSSTOWN/HWY 65 SIGNAL	Electricity	100-43401-3610	73.43
63682	CONNEXUS ENERGY	HAM LAKE PARK	Electricity	100-44101-3610	136.85
63682	CONNEXUS ENERGY	SODERVILLE PARK WELL	•		
63682			Electricity	100-44101-3610	13.50
	CONNEXUS ENERGY	SODERVILLE PARK	Electricity	100-44101-3610	36.83
63682	CONNEXUS ENERGY	HAM LAKE PARK CONCESSION	Electricity	100-44102-3610	23.55
63682	CONNEXUS ENERGY	LION'S PARK PAVILION	Electricity	100-44102-3610	52.37
63682	CONNEXUS ENERGY	LION'S PARK CONCESSION	Electricity	100-44102-3610	32.75
63682	CONNEXUS ENERGY	HAM LAKE PARK SHELTER	Electricity	100-44102-3610	28.93
63682	CONNEXUS ENERGY	HAM LAKE PARK BUILDING	Electricity	100-44102-3610	299.15
63682	CONNEXUS ENERGY	SR CENTER	Electricity	100-44202-3610	458.00
63682	CONNEXUS ENERGY	STREET LIGHTS	Electricity	232-43701-3610	4,477.44
63684	COTTENS' ANOKA INC	#79 SPOT MIRROR	Equipment parts & supplies	100-43101-2320	118.59
63685	CROSSTOWN SIGN INC	POE BOX LOCATE	Equipment repair & maintena	100-43401-3440	95.00
63686	DEARBORN LIFE INS CO	FEB LIFE	Other payroll deductions	100-21706	57.60
63686	DEARBORN LIFE INS CO	FEB VOL LIFE	Other payroll deductions	100-21706	185.70
63687	DEHN OIL CO	125 GAL GASOLINE	Fuel	100-43101-2230	368.13
63687	DEHN OIL CO	215.3 GAL DIESEL	Fuel	100-43101-2230	665.28
63687	DEHN OIL CO	381 GAL DIESEL	Fuel	100-43101-2230	1,177.29
63687	DEHN OIL CO	701 GAL DIESEL	Fuel	100-43101-2230	2,018.88
63688	DO ALL PRINTING	BUSINESS CARDS - AM	Office supplies	100-41401-2110	27.03
63688	DO ALL PRINTING	BUSINESS CARDS - MJ, TD, TK	Office supplies	100-42401-2110	81.09
63688	DO ALL PRINTING	BUSINESS CARDS - JW	Office Supplies	100-43101-2110	27.03
63688	DO ALL PRINTING	FEB HAM LAKER DELIVERY	Other services and charges	211-41704-3990	130.00
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-42401-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-42401-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Equipment parts & supplies	100-43101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE		Equipment parts & supplies		
63689	DRIVER AND VEHICLE SERVICE			100-43101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE		Equipment parts & supplies	100-43101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE		Equipment parts & supplies	100-43101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE		Equipment parts & supplies	100-43101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE			100-43101-2340	19.25
63689			Vehicle parts & supplies	100-43101-2340	19.25
	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE		Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#78 PLATE NUMBER 934427	Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#80 PLATE NUMBER 953557	Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#81 PLATE NUMBER 174196	Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#89 PLATE NUMBER 160529	Vehicle parts & supplies	100-43101-2340	19,25
63689	DRIVER AND VEHICLE SERVICE	#90 PLATE NUMBER 957952	Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#93 PLATE NUMBER 934401	Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#97 PLATE NUMBER 903632	Vehicle parts & supplies	100-43101-2340	19.25
63689	DRIVER AND VEHICLE SERVICE	#127 PLATE NUMBER 185097	Equipment parts & supplies	100-44101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE	#123 PLATE NUMBER 199796	Equipment parts & supplies	100-44101-2320	19.25
63689	DRIVER AND VEHICLE SERVICE	#107 PLATE NUMBER 199753	Equipment parts & supplies	100-44101-2320	19,25
63689	DRIVER AND VEHICLE SERVICE	SR VAN PLATE NUMBER 9625	Vehicle parts & supplies	100-44201-2340	19,25
63691	EMERGENCY APPARATUS MTC	A1 SAFETY INSPECTION	Fire apparatus repair & maint	100-42201-3450	2,767.30
63691	EMERGENCY APPARATUS MTC		Fire apparatus repair & maint	100-42201-3450	1,748.89
63691	EMERGENCY APPARATUS MTC		Fire apparatus repair & maint	100-42201-3450	1,555.78
63691	EMERGENCY APPARATUS MTC		Fire apparatus repair & maint	100-42201-3450	704,48
63691	EMERGENCY APPARATUS MTC		Fire apparatus repair & maint	100-42201-3450	690,14
63691	EMERGENCY APPARATUS MTC		Fire apparatus repair & maint	100-42201-3450	2,117.56

### Payment Dates: 1/21/2022 - 2/9/2022

Council Approval List				i dyment butest 1/ 21/ 2022	2/3/2022
Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
63691	EMERGENCY APPARATUS MTC	T1 SAFETY INSPECTION	Fire apparatus repair & maint	100-42201-3450	1,305.81
63691	EMERGENCY APPARATUS MTC		Fire apparatus repair & maint	100-42201-3450	1,382.13
63691	EMERGENCY APPARATUS MTC	T3 SAFETY INSPECTION	Fire apparatus repair & maint	100-42201-3450	1,217.85
63692	EMERGENCY AUTOMOTIVE TE	#59 FLASHER	Vehicle parts & supplies	100-43101-2340	226.10
63693	FIRE INSTRUCTION & RESCUE	INSPECTOR I REVIEW- CODE B	Training/conferences/schools	100-42201-3510	600.00
63694	FIRST ADVANTAGE LNS OCC H	DRUG TESTING	Personnel testing & recruitme	100-43101-3150	323.10
63695	FLEETPRIDE	FUEL FILTER	Operating supplies	100-43101-2290	16.18
63695	FLEETPRIDE	DEF	Operating supplies	100-43101-2290	248.07
63696	FORCE AMERICA, INC	#93 SENSOR, CABLES, DUST C	Vehicle parts & supplies	100-43101-2340	811.32
63696	FORCE AMERICA, INC	#97 COUPLER	Vehicle parts & supplies	100-43101-2340	220.21
63697	GORDON VADIS & SANDRA D	15941 TIPPECANOE STREET E	Attorney	431-43301-3110	33,438.00
63698	H & L MESABI INC	BLADES	Operating supplies	100-43102-2290	872.00
63699	HAM LAKE HARDWARE INC	CITY PARK THERMOSTAT COV	Building repair & maintenanc	100-44102-2310	10.77
63700	HAM LAKE HAULERS INC	4TH QTR RECYCLING	Waste management & recycli	231-43601-3630	8,127.50
63701	HYDRAULIC SPECIALTY CO INC	#59 CABLE	Vehicle parts & supplies	100-43101-2340	173.58
63702	INSPIRE ARCHITECTS	FIRE #3 DESIGN	Capital assets	420-42201-5110	16,827.18
63703	LAND TITLE	FILE #629635 OVER PAID DRAI	Future drainage fees	230-34401	200.00
63704	LITTLE FALLS MACHINE INC	#93 FLANGE BEARING	Vehicle parts & supplies	100-43101-2340	154.80
63705	MENARDS-BLAINE	INSERT & COUPLING - RINK FL	Operating supplies	100-44101-2290	7.28
63705	MENARDS-BLAINE	WARMING HOUSE - PLUNGER	Operating supplies	100-44101-2290	40.96
63705	MENARDS-BLAINE	WARMING HOUSE - ANTENN	Operating supplies	100-44101-2290	26.98
63705	MENARDS-BLAINE	WARMING HOUSE ANTENNA	Operating supplies	100-44101-2290	-26.98
63706	MINNEAPOLIS OXYGEN COMP	ACETYLENE CUTTING TORCH	Small tools	100-43101-2410	650.30
63706	MINNEAPOLIS OXYGEN COMP	ACETYLENE CUTTING TORCH	Small tools	100-43101-2410	-650.30
63706	MINNEAPOLIS OXYGEN COMP	OXYGEN	Operating supplies	100-43101-2290	35.30
63707	MINNESOTA EQUIPMENT	SNOW BLOWER REPAIR PARTS	Equipment parts & supplies	100-43101-2320	8.65
63707	MINNESOTA EQUIPMENT	SNOW BLOWER SHAFT-CHOK	Equipment parts & supplies	100-43101-2320	-16.99
63707	MINNESOTA EQUIPMENT	ELBOW FITTING	Operating supplies	100-43101-2290	8.94
63708	MN METRO NORTH TOURISM	NOV LODGING TAX	Convention bureau	263-46101-4120	1,798.35
63709	NCPERS GROUP LIFE INSURAN	FEB LIFE	Other payroll deductions	100-21706	112.00
63710	NEW BRIGHTON FORD	CAP OIL FILLER	Operating supplies	100-43101-2290	9.22
63711	NEWMAN TRAFFIC SIGNS INC	SIGN BRACKETS	Street signs	100-43401-2250	227.94
63711	NEWMAN TRAFFIC SIGNS INC	SIGN BRACKETS	Street signs	100-43401-2250	91.64
63712	NORTH TH65 CORRIDOR COA	2022 MEMBERSHIP DUES	Dues & subscriptions	100-41101-3920	250.00
63713	NORTHERN TOOL & EQUIPME	GREASE GUN HOSE	Small tools	100-43101-2410	27.99
63714	OFFICE DEPOT INC	CHAIR - JW	Operating supplies	100-43101-2290	132.51
63715	PF PETTIBONE & CO	MINUTE BOOK COVERS	Office supplies	100-41201-2110	548.55
63716	RICK HANSON	FIRE EXTINGUISHER REFUND	Fire Extinguisher	100-20203	13.50
63717	S & S INDUSTRIAL SUPPLY INC	FASTENERS	Operating supplies	100-43101-2290	1,16
63717	S & S INDUSTRIAL SUPPLY INC	TERMINALS, CABLES, CONNEC	Operating supplies	100-43101-2290	27.33
63718	SAFE BASEMENTS OF MN	VOID PERMIT 2021-00095	Building permits	100-32201	60.00
63719	SPECIALTY SOLUTIONS LLC	BEET 55	Operating supplies	100-43102-2290	734.88
63720	SYSCO MINNESOTA	DETERGENT	Operating supplies	100-44201-2290	103.25
63721	TASC	MARCH COBRA ADMINISTRAT	Other professional services	100-41701-3190	15.00
63722	TRI STATE BOBCAT, INC.	#64 A/C BELT, FILTER KIT, FILTE	Equipment parts & supplies	100-43101-2320	158.05
63723	ULTRA ACRYLICS	LITERATURE RACK DIVIDERS	Operating supplies	100-42401-2290	40.00
63724	US POSTMASTER	POSTAGE 6629 x .168	Postage	211-41704-2120	1,113.67
63725	VERIZON WIRELESS	612-916-1358 SR CTR	Phones/radios/pagers	100-44201-3210	8.52
63726	VERIZON WIRELESS	MR	Phones/radios/pagers	100-42201-3210	41.22
63726	VERIZON WIRELESS	TD, MJ, TK & 2 LAPTOPS	Phones/radios/pagers	100-42401-3210	208.66
63726	VERIZON WIRELESS	JK, JW,CH, CS, EH, & 2 LAPTOP	Phones/radios/pagers	100-43101-3210	294.13
63726	VERIZON WIRELESS	DH, AC	Phones/radios/pagers	100-44101-3210	82.44
63727	VICKERS CONSULTING SERVIC	SUBMIT PREVIOUS YEARS APP	Grant expenditures	100-42201-3930	50.00
63728	WINTER EQUIPMENT COMPA	PLOW GUARDS	Operating supplies	100-43102-2290	760.16
63729	WRIGHT-HENNEPIN COOPERA	FEB SECURITY MONITORING	Monitoring	100-41702-3145	32.95
63729	WRIGHT-HENNEPIN COOPERA	FEB ELEVATOR MONITORING	Monitoring	100-41702-3145	10.00
63729	WRIGHT-HENNEPIN COOPERA	FEB PW FIRE PANEL MONITOR	Monitoring	100-43104-3145	52.95
DFT0002310	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	5,80
DFT0002310	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	24.80
DFT0002311	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	8,70

### Payment Dates: 1/21/2022 - 2/9/2022

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
DFT0002311	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	37.20
DFT0002312	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	106.38
DFT0002312	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	14.40
DFT0002312	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	61.58
DFT0002313	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	32.29
DFT0002314	COMPENSATION CONSULTAN	Health Savings Account	Flexible spending	100-21705	333.32
DFT0002315	EMPOWER	Deferred Compensation	Deferred compensation	100-21704	1,910.00
DFT0002315	EMPOWER	Roth IRA	Deferred compensation	100-21704	100.00
DFT0002316	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	5,252.30
DFT0002316	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	1,994.90
DFT0002316	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	8,022.22
DFT0002317	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,437.80
DFT0002318	PERA	<b>Retirement-Coordinated</b>	PERA	100-21703	6,866.89
DFT0002318	PERA	<b>Retirement-Elected Officials</b>	PERA	100-21703	40.84
DFT0002318	PERA	Retirement-Police & Fire	PERA	100-21703	1,086.98
DFT0002319	PERA	<b>Retirement-Coordinated</b>	PERA	100-21703	55.61
DFT0002321	MN STATE DEPT OF REVENUE-	4TH QTR PENALTY	Wages & salaries-FT	100-41301-1110	1.66
DFT0002322	MN STATE DEPT OF REVENUE-	2021 SALES TAX	Sales tax	100-21801	238.00
				Grand Total:	168,189.70

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City of Ham Lake, MN

# **EFT Payroll Check Register**

Report Summary Pay Period: 1/9/2022-1/22/2022



### Packet: PYPKT01253 - PPE 01/22/22 PAID 01/28/22 Payroll Set: City of Ham Lake - 01

Туре	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	74	50,081.75
Total	74	50,081.75

Item No: Meeting Date: February 7, 2022



STAFF REPORT

To: Mayor and Councilmembers

From: Jennifer Bohr, Recycling Coordinator

Item/Title/Subject: 2022 Recycling Dates

Introduction:

In 2022, the City will host two citywide recycling days on Saturday, May 7th and September 10th from 8:00 a.m. until noon. The items that will be accepted at the citywide event are electronics, appliances, propane tanks, mattresses and box springs and tires. Public Works will take in scrap metal, car batteries, bicycles and brush.

Other recycling events for residents will be held at Recycle Technologies, Inc., formerly Green Lights Recycling, in Blaine on the following dates:

March 26<sup>th</sup> July 23<sup>rd</sup> December 3<sup>rd</sup>

All vendors' fees are paid for by the Anoka County Board of Commissioners and State SCORE (Select Committee on Recycling and the Environment) funds.

Attached is a list of vendors participating in our 2022 spring and fall recycling events.



# 2022 Recycling Vendors

### Confirmation Date

Saturday, May 7<sup>th</sup> & September 10<sup>th</sup>

First State Tire Disposal, Inc. Attention: Connie Alvarez 1500 278<sup>th</sup> Lane NE Isanti, MN 55040 (763) 434-0578 Fax: (763) 434-3072

J.R.'s Advanced Recyclers Attention: Mike 10619 Courthouse Boulevard Inver Grove Heights, MN 55077 (651) 454-9215 Fax: (651) 454-8345

Recycle Technologies, Inc. Formerly Green Lights Recycling Christine Hanson 4000 Winnetka Ave N, Ste 210 Minneapolis, MN 55427 (763) 785-0456 (612) 743-4444 cell Fax (763) 785-0453 \*Recyclable drop-off location: 10040 Davenport Street NE, Blaine

Evergreen Recycling, LLC Dale Bergfalk 53465 Forest Blvd. Rush City, MN 55069 320-358-3988 Fees charged for tires collected the same as 2021, cost for trailer drop off \$150; \$175 for one tire + one money handler

Appliance fee \$10/each Will collect propane tanks too. No change to fees.

Event fee: \$45/hr. per attendant. Various fees charged for items accepted. Increase of \$10/hr. for attendants

\$200 Trucking Fee
\$30/hr. attendant
fee (2 attend. max)
\$20.00/mattress
or box spring.
Trucking fee increased \$50 &
Attendant rate per hr.
increased \$5/hr.



The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 7, 2022 and September 10, 2022. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

- Evergreen Recycling, LLC, (RECYCLER) licensed by the State of Minnesota to dispose Α. of the following types of refuse: Mattresses and box springs
- В. **RECYCLER** charges the following rates:

\$200 Trucking fee \$30.00/hour – attendant fee (Maximum of 2 attendants) \$20.00 per mattress or box spring

- C. **RECYCLER** makes the following warranties:
  - 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
  - 2) RECYCLER is solely responsible for the safe removal of the items listed above in accordance with the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process The RECYCLER will provide any necessary Certificates of said items. Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.
- D. RECYCLER shall provide to CITY a complete report of the actual tonnage of mattresses and box springs recycled.
- E. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED: DATED: CITY OF HAM LAKE RECYCLER

**Recycling Coordinator** 

Evergreen Recycling, LLC

# Evergreen Recycling LLC

8505 540th Street Rush City, MN 55069

# Estimate

Date	Estimate #
÷ •	

Name / Address	 	
Ham Lake		 

				Project
Item	Description	Qty	Rate	Total
mattress	each unit of mattresses and box springs		20.00	20.001
appliances	Ammonia Fridges \$150, Water softener, freezers, fridge \$15, all others \$10		10.00	10.00
TV's	TV's/Monitors 20" and under		20.00	20.00
TV's	TV's 21"-30"		35.00	35.00
TV's	TV's 31" and larger		50.00	50.00
electronics	Peripherals, printers, scanner, VCR's/DVD's, satellite, receivers, stereo components, boom box, vacuum, small kitchen appliances		5.00	5.00
TV's	Small Flat screen		15.00	15.00
TV's	Large Flat screen		25.00	25.00
tires	off rim passenger tires		7.00	7.00
tires	on rim tires		8.00	8.00
tires	semi tires and skid steer tires		15.00	15.00
tires	small tractor		35.00	35.00
tires	large tractor		50.00	50.00
bulbs	Fluorescent 4' and under		1.00	1.00
bulbs	Fluorescent over 4' and circular or U tubes		2.00	2.00
labor	Workers at \$30/hr.		30.00	30.00'
trucking	\$200/truck, appliances, mattresses, electronics, tires		200.00	200.00
batteries	No charge		0.00	0.00
				,
		\$	Subtotal	
			Sales Tax (0.0%)	
		=	Total	



The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 7, 2022 and September 10, 2022. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

- A. First State Tire, Inc., (RECYCLER) licensed by the State of Minnesota to dispose of the following types of refuse: Tires and rims
- B. RECYCLER charges the following rates: \$150.00 charge for drop off (Friday) and pick up of trailer/truck (Monday) \$175.00 charge for one tire handler/money collector
- C. RECYCLER makes the following warranties:
  - 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
  - 2) RECYCLER is solely responsible for the safe removal of all tires and rims in accordance with Federal Law and the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said items. The RECYCLER will also provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.
- D. RECYCLER shall provide to CITY a complete report of the actual tonnage of tires and rims recycled, with a breakdown of tonnage for tires and for rims recycled.
- D. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED:	DATED:
CITY OF HAM LAKE	RECYCLER
Recycling Coordinator	First State Tire, Inc.

### City of Ham Lake 15544 Central Avenue NE Ham Lake, MN 55304

Dear Jennifer,

Thank you for contacting us about your Amnesty/Recycling Day this spring on May 7th, 2022 and fall on September 10<sup>th</sup>, 2022. We would be happy to assist you with the tires during this time.

Site Location: 15544 Central Ave NE, Ham Lake.

Price Per Tire (Minimum tire charge of \$250.00)	Fee
1. Passenger Tires~ On or Off Rim	\$2.00
2. Light Truck Tires~ On or Off Rim	\$2.50
3. Bobcat / Skid Steer Tires~ On or Off Rim	\$5.00
4. Semi Truck Tires~ Off Rim	\$8.00
5. Semi Truck Tires~ On Rim	\$9.00
6. Tractor Tires: * 24" or smaller *off rim ~ add an additional \$10.00 if on rim	\$25.00
7. Tractor Tires: * 24" or larger <b>forf rim ~ add an additional \$10.00 if on rim</b>	\$35.00
8: ATV or Motorcycle Tires ~ On or Off Rim	\$1.25

(Loader/Grader Tires and/or Tracks range between \$100.00-\$350.00 depending on weight)

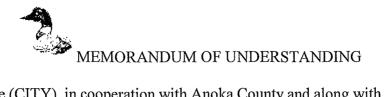
Additional Service opportunities/options available:		Fee
ø	Drop off a Trailer or Truck on Friday and Pick-Up on Monday	\$150.00
ē	Drop off a Trailer or Truck on Saturday and Pick-Up on Saturday	\$150,00
	PLUS	
¢	Provide one Tire Handler to load Tires into Truck or Trailer	\$100.00
G	Provide one Tire Handler to load Tires and one Staff to Collect Money	\$175.00
0	Provide Two Tire Handlers to load Tires into Truck or Trailer	\$175.00

\* Collect your own tires for Next Week Pick-up ~ \*\* additional \$100.00 trip charge \*\*

и стадаранацияний с стадарананая у анализмический разлекийных ск. ск. — долж анализминану ауд уладо на дайн обр

Sincerely,

Connie Alvarez First State Tire <u>dispatch@firststatetire.com</u> 763-434-0578



The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 7, 2022 and September 10, 2022. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

- A. J.R.'s Advanced Recyclers, (RECYCLER) licensed by the State of Minnesota to dispose of the following types of refuse: Propane tanks and appliances which will include, but not limited to refrigerators, freezers, washers, dryers, air conditioners, dehumidifiers, stoves, trash compactors, microwaves, furnaces, and humidifiers. Appliances will be in a square (non-compacted) condition, and not contain food, debris, or other foreign material.
- B. RECYCLER charges the following rates: \$10.00 for each appliance and \$5.00-\$10.00 per propane tank, tendered to the RECYCLER.
- C. RECYCLER makes the following warranties:
  - 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
  - 2) RECYCLER is solely responsible for the safe removal of all propane tanks and appliances in accordance with Federal Law and the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said appliances. The RECYCLER will also provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.
- D. RECYCLER shall provide to CITY a complete report of the actual tonnage of appliances recycled, including a breakdown of the tonnage of appliances.
- E. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED:	DATED:
CITY OF HAM LAKE	RECYCLER
Recycling Coordinator	J.R.'s Advanced Recyclers





10619 Courthouse Blvd., Inver Grove Heights, MN 55077 Telephone (651) 454-9215 Fax (651) 454-8345 (800) 358-6563 Website: advancedrecyclers.com e-mail: recycle@jrsappliance.com

SCHEDULING/RESI	ERVATION FORM - STAFFED
Customer/Agency: City of Ham La	he
Contact Person: Jenni for	Bohr Title: Recepcing Coordinator
	3-434-9599 Cell
Office (Billing) Address: 15544 (2)	tral Ave NE
Collection Site Address: Same	
Collection Date(s): Spring May 1	Fall September 10
Collection Hours: From 8a	m. Noon Te Sam. Noon
Fees Collected By: Customer	J.R.'S
Special Instructions/Remarks:	
Services Needed For Event	J.R.'S Emergency Contact
(check all that apply)	Terry Zeien 612-868-9916
1	
Appliances: \$10/unit including sta	aff. Commercial and gas/ammonia appliance fees will vary
Electronics: \$0.50/lb.	

Scrap Metal: \$105 per hour for off box delivery/pickup. We pay market price for metal collected

**Tires:** See attached price list

**Batteries:** Car batteries free – Call for details.

Bulbs: See attached price list

Propane Tanks: See attached price list

J.R.'S Appliance Disposal, Inc. (RECYCLER) ensures all items collected will be recycled according to Federal law and the laws of the State of Minnesota. J.R.'S is solely responsible for the safe removal of all PCB's, Mercury, CFC's, Appliance metals, and Other hazardous wastes, The Recycler retains the right to refuse any appliances deemed to be in such compacted or destroyed condition which prevents the proper removal of hazardous wastes and/or refrigerant according to law. The Recycler shall secure and maintain all necessary PERMITS and APPROVALS necessary to handle said items. The Recycler will also provide any necessary CERTIFICATES OF INSURANCE to the Customer, prior to start of work. INSURANCE shall remain in effect at all times and not be materially changed.

Special charges will be agreed to by both parties prior to acceptance by either party. Customers shall pay within 30 days of the invoice date.

The Recycler shall INDEMNIFY and HOLD the Customer and its employees HARMLESS from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the Recycler; of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted under this agreement

Accepted for Customer:	Hump Bor	Date: 1-19.2022
Accepted for J.R.'S Appliance: Title: Sales Manager	Att	Date:

### **Jennifer Bohr**

From: Sent: To: Subject: Mike Larson <mike@jrsadvancedrecyclers.com> Tuesday, December 7, 2021 8:27 AM Jennifer Bohr Re: 2022 Recycling Events for Ham Lake

Caution: This email originated outside our organization; please use caution.

Also, I forgot to mention there will be no changes to pricing for 2022.

Thanks,

Mike Larson J.R.'S Advanced Recyclers 651-454-9215

From: Jennifer Bohr <JBohr@ci.ham-lake.mn.us>
Date: Tuesday, December 7, 2021 at 7:53 AM
To: 'dale bergfalk' <dbergfalk@yahoo.com>, Mike Larson <mike@jrsadvancedrecyclers.com>,
"'dispatch@firststatetire.com'" <dispatch@firststatetire.com>, "Christine@RecycleTechnologies.com"
<Christine@RecycleTechnologies.com>
Cc: John Witkowski <JWitkowski@ci.ham-lake.mn.us>
Subject: RE: 2022 Recycling Events for Ham Lake

Good Morning!

Recycling event dates for 2022 have been chosen and we'd like to know your company's availability to take part in the events that will be held at City Hall. Dates selected for these events are:

May 7<sup>th</sup> from 8:00 a.m. to 12:00 p.m.

September 10<sup>th</sup> from 8:00 a.m. to 12:00 p.m.

Please let me know if you can take part on the dates noted above and, if you haven't already, provide fees that apply to items you collect and time on-site. Memos of understanding will be sent out at the beginning of the new year.

Responses are appreciated by Wednesday, December 22nd. Thank you!

Warm regards, Jennifer

### Jennifer Bohr

City of Ham Lake 763-434-9555 www.ci.ham-lake.mn.us







10619 Courthouse Blvd., Inver Grove Heights, MN 55077 Telephone (651) 454-9215 Fax (651) 454-8345 (800) 358-6563 Website: advancedrecyclers.com e-mail: recycle@jrsappliance.com

Electronics

NE 00

\$10.00

\$10.00

\$10.00

CALL

\$5.00

\$5.00

\$10.00

\$2.00

\$0.00

\$2.00

00 01

Appliances			
Air Conditioner			
Compressor			
Dehumidifier			
Dishwasher			
Disposable Refrigerant Tank			
Drinking Fountain			
Dryer			
Freezer	1		
Furnace	1		
Garage Door Opener	1		
Garbage Disposal			
Gas Air Conditioner	11		
Gas Refrigerator 4' & under	CALI		
Gas Refrigerator over 4'			
Humidifier	1		
Microwave	1		
Refrigerator			
Stove/Oven			
Trash Compactor	1		
Vent Hood (free with stove)	1		
Washing Machine			
Water Cooler	1		
Water Heater	1		
Water Softener	1		
Bulk discounts apply for 10			
appliances or more.	- 1		
Commercial Appliance	S		
Chiller	111		
Cooler			
Deep Fryer			
Dishwasher			
Display Case			
Dryer			
Grill			
Ice Machine	E		
Incubator	S		
Linhart	1		

CD Player	\$5.00			
Cell Phone	Free			
Copier (Small)	\$25.00			
Copier (Medium 30-50 lbs)	\$60.00			
Copier (Large Over 50 lbs)	\$135.00			
Computer/Laptop	\$15.00			
Fax Machine	\$20.00			
Keyboard & Mouse	Free			
Modem (External)	\$10.00			
Monitor (CRTs - up to 17")	\$30.00			
Monitor (CRTs - 18" and up)	\$35.00			
Printer (Small)	\$15.00			
Printer (Large/Laser)	\$35.00			
Scanner	\$15.00			
Small Radio	\$15.00			
Stereo Receiver	\$25.00			
Stereo (Console)	\$50.00			
Telephone	\$3.00			
Treadmill	\$25.00			
TV (13" & Smaller)	\$25.00			
TV (14"-19")	\$30.00			
TV (20"-27")	\$35.00			
TV (28" and larger)	\$55.00			
TV (Console)	\$55.00			
TV (Plasma/LCD 4"-20")	\$20.00			
TV (Plasma/LCD 21"+)	\$30.00			
Typewriter	\$15.00			
UPS/Battery Backup	\$25.00			
Vacuum Cleaner	\$5.00			
VCR/DVD Player	\$5.00			
If you have over 20 electronics by the pound. Call for pri				
Misc. Items				

4 Feet & Smaller	\$0.60
Over 4 foot	\$0.90
Compact	\$0.90
H.I.D	\$1.90
U shape & Circle	\$1.00
Shatter Shield	\$2.40
U.V. Lamps	\$4.35
Broken Bulbs	\$1.60
Neon Bulbs	\$3.60
Ballasts	\$1.50/lb
Light Fixtures \$1	

### **Batteries**

Lead-Acid (Cars)	\$5.00
Lead-Acid (Trucks)	\$7.50
Lead-Acid (Commercial)	\$10.00
Alkaline Batteries	\$0.50/1b.
Laptop Batteries	\$2.00
Lithium	\$1.00
Li-Ion	\$2.00
NiCad \$	
NiMH \$2	

### Lawn & Garden

Chain Saws	\$10.00
Lawn Mower (Push)	\$10.00
Lawn Mower (Rider)	\$25.00
Leaf Blowers	\$10.00
Pressure Washers	\$10.00
Roto Tillers	\$10.00
Snow Blowers	\$10.00
Weed Whackers	\$10.00

### Tires

1103	
Lawn & Garden	\$3.00
Car	\$6.00
Light Truck	\$6.00
Semi	\$12.00
Tractor	CALL
Charge Per Rim	\$2.00

20, 25, 30 & 40 yd Roll-Off Boxes available for Construction & Demolition, Scrap Metal, Electronics & Tires

Air Compressors

Metal Desks/Cabinets

Propane Tanks Under 3'

Thermostat/Mercury Dvc.

Propane Tanks Over 3'

**Smoke Detectors** 

**Toner Cartridges** 

**BBQ** Grills

Generators

Power Tools

Pickup charges may apply, please call for quote: (651)454-9215

**Roof-Top Air Conditioner** 

Water Heater (75+ gallons)

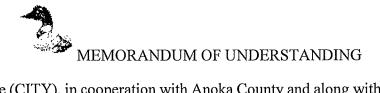
Pop Machine

Prep Tables

Vending Machine

Washing Machine

Liebert



The City of Ham Lake (CITY), in cooperation with Anoka County and along with other municipalities, encourages annual "Recycling Days", which will be held on Saturday, May 7, 2022 and September 10, 2022. The CITY encourages residents to avail themselves of companies who provide recycling services, and makes the names and rates of such companies known by publishing an article in the Ham Laker, a monthly civic newsletter.

A. Recycle Technologies, Inc. (RECYCLER) is licensed by the State of Minnesota to dispose of the following types of materials:

\*Fluorescent Lamps and Electronics – see rate sheet \*Appliances, Batteries, Electronics, Mattresses, Tires and other items listed on price sheet

Fluorescent Lamps and Electronics will be collected at events held at City Hall. All items will be collected at events held at Recycle Technologies, Inc.

- B. RECYCLER charges the following rates: \$45.00/hour, per attendant present at recycling events. Four attendants maximum at RTI events/two attendants maximum at City events.
- C. RECYCLER makes the following warranties:
  - 1) The RECYCLER shall indemnify and hold CITY and its employees harmless from all claims, demands, and causes of action of any kind, character, including the cost of defense thereof, resulting from the acts, omissions, of the RECYCLER, of the organization's respective officers, agents, employees, and/or the individuals receiving benefit from the funds or items exchanged relating to the activities conducted.
  - 2) RECYCLER is solely responsible for the safe removal of all items listed above accordance with Federal Law and the Laws of the State of Minnesota. The RECYCLER shall secure and maintain all necessary permits and approvals necessary to process said items. The RECYCLER will also provide any necessary Certificates of Insurance displaying liability limits of at least \$600,000 to the CITY prior to start of work. Insurance shall remain in effect at all times and not be materially charged.
- D. RECYCLER shall provide to CITY a complete report of the actual tonnage of items received.
- C. RECYCLER and CITY are not involved in any relationship of principal and agent, contract or otherwise. CITY has merely introduced RECYCLER to the community, and is not in any way connected to the chain of ownership or possession of any recycled materials. The contractual relationship that will exist is between RECYCLER and the actual owners of the material recycled.

DATED:	DATED:
CITY OF HAM LAKE	RECYCLER
Recycling Coordinator	Recycle Technologies, Inc.

# CITY OF HAM LAKE - 2022 EVENT PRICING

LAM PS	PRICE	-
FLUORESCENTS 4' AND UNDER	\$0.50	EACH
FLUORESCENTS 5' AND OVER	\$0.75	EACH
H.I.D.	\$2.50	EACH
COMPACT/CIRCULAR/U SHAPED	\$0.75	EACH
COMPACT LAMPS WITH BASE	\$0.95	EACH
FLUORESCENT LIGHT FIXTURES	\$25.00	EACH
TVs & MONITORS	PRICE	1
TVS & MONITORS UP TO 17"	\$20.00	EACH
TVS & MONITORS 18" TO 31"	\$30.00	EACH
TVS & MONITORS 32" AND OVER	\$55.00	EACH
CONSOLE TVS	\$85.00	EACH
REAR PROJECTION TVS	\$85.00	EACH
(Additional \$20.00 each for Broken TVs or CRTS)		
MISC ELECTRONIC ITEM S	PRICE	
TABLETS, SERVERS, CABLES, LAPTOPS & CELL PHONES	FREE	
(If computer or laptop has a hard drive in it, there will be a \$7.00 fee)		
SMALL ITEM S	\$6.00	EACH
(DVD & VCR Players, Stereos, Speakers, Coffee Makers, Record Players, Toasters, Toaster Ovens, Phones, Small Appliances & Video Game Consoles)		
SCANNERS & FAX M ACHINES	\$10.00	EACH
ALL -IN-ONE PRINTERS	\$35.00	EACH
RESIDENTIAL INJET PRINTER	\$10.00	EACH
RESIDENTION LASER JET PRINTER	\$35.00	EACH
COM M ERCIAL COPIER		EACH
APPLIANCES	PRICE	
APPLIANCES & VACUUM CLEANERS	\$12.00	EACH
WATER HEATERS & WATER SOFTENERS (Must be empty of water & salt)	\$15.00	EACH
WATER HEATERS & WATER SOFTENERS (Not empty of water & salt)	\$25.00	EACH
WINDOW AIR CONDITION UNITS	\$20.00	EACH
HUMIDIFIER & M ICRO W AVE	\$15.00	EACH
DEHUMIDIFIER	\$23.00	EACH
GROUND NON-COMMERCIAL AIR CONDITIONING UNIT	\$30.00	EACH
BATTERIES	PRICE	
ALKALINE, NICKEL CADMIUM, LITHIUM ION, NICKEL METAL HYDRIDE	\$1.75	POUND
LITHIUM	\$6.75	POUND
SEALED LEAD ACID CAR BATTERIES	FREE	

# **RECYCLE TECHNOLOGIES - MATERIALS ACCEPTED INCLUDE:**

CARPET	PRICE	
CARPET (NOT TO EXCEED 5 FEET WIDTH OF ROLLS)	\$6.00	EACH
CARPET (OVER 5 FEET WIDTH OF ROLLS)	\$18.00	EACH
CARPET (RUBBER BACKED)	\$18.00	EACH
OTHER MISC ITEM S	PRICE	
CAR TIRES (IF RIM, ADD @2.25 PER TIRE)	\$7.00	EACH
SUV/TRUCK TIRES (IF RIM, ADD @2.25 PER TIRE)	\$9.00	EACH
MATTRESS & BOX SPRINGS	\$20.00	EACH
KING SIZE MATTRESS / PILLOWTOP / EXTRA THICK	\$25.00	EACH
WALKING TREADMILS	\$40.00	EACH
NON-ELECTRIC EXERCISE EQUIPMENT	\$25.00	EACH
ORGAN	\$150.00	EACH
PLAYER PIANO	\$150.00	EACH
DRY CHEMICAL FIRE EXTINGUISHER	\$30.00	EACH
SMOKE DETECTORS (MUST CONTAIN 1.0 MICROCURIE OR LESS)	\$20.00	EACH
PROPANE TANKS - 1 LB DISPOSABLE (MUST BE EMPTY)	\$6.00	EACH
PROPANE TANKS - 20 LB DISPOSABLE (MUST BE EMPTY)	\$20.00	EACH
PROPANE BBQ GRILLS WITHOUT TANK	\$15.00	EACH
PROPANE BBQ GRILLS WITH TANK	\$35.00	EACH
CHARCOAL GRILLS (Must be clean with all non-metal material removed)	FREE	
SCRAP METAL (Must be clean with all non-metal material removed)	FREE	
SHREDDING	PRICE	
HARD DRIVE SHREDDING	\$5.00	EACH
ONSITE @ GLR PAPER SHREDDING	call	PER EVENT
LABOR	PRICE	1
PER RTI EMPLOYEE	\$45.00	HOUR

# **2022 EVENT DATES - SATURDAYS:**

- MARCH 26, 2022 @ RTI
- MAY 7, 2022 @ HAM LAKE CITY HALL
- JULY 23, 2022 @ RTI (CO-SPONSORED W THE CITY OF ANOKA)
- SEPTEMBER 10, 2022 @ HAM LAKE CITY HALL
- DECEMBER 3, 2022 @ RTI

# **EVENT DROP OFF HOURS ARE 9:00 AM - 12:00 PM**

# **CITY OF HAM LAKE**

STAFF REPORT

### To: Mayor and Councilmembers

From: John Witkowski, Public work Superintendent

### Subject: Temporary Warming House Attendants

**Introduction:** We received four applications for the position of Warming House Attendant. Three applicants responded to our request to meet. I am recommending the hiring of three part-time seasonal Warming House Attendants.

**Recommendation:** I recommend hiring Jeremy Simmons, Brady Pearson and Joseph Mathes as Warming House Attendants at a pay rate of \$15/per hour.

# **CITY OF HAM LAKE**

STAFF REPORT

To:

Mayor Mike Van Kirk and Councilmembers

From:

Item/Title/Subject:

Purchase of Motorola Radios

Mike Raczkowski, Fire Chief

### **Introduction/Discussion:**

Radios are the lifeline between Dispatch, Department Officers, and Fire Ground Personal. Most of our current radios are at least 15 years old and have reached the end of their serviceability. As they stop working, there is no repair for them. We currently have four radios at this point. I have applied for a couple of grants for new ones but have had no success up to this point. The current state contract of \$3,920.48 per unit is expiring at the end of January, the expected cost of a new radio is to go up between \$800 and \$1,000 per unit. I am having five held at the old price pending approval.

### **Recommendation:**

To purchase 5 New Motorola APX6000 Digital Portable radios for \$19,602.40 off the state contract. Using the Fire Departments fire equipment funds.

DATE:	1/20/2022											
CUSTOMER:	Mr. Cory De Anoka Cour	Muth/Ms. Ke	elli Rogers	Sales: Phone:	Dean R. E 763.755.3		-	Email:	dear	n.daninge	r@a	ncom.org
CONTACT:	Mr. Cory De	Muth/Ms. Ke	elli Rogers			2.66	4				11 7:	
PHONE:	(763) 324-47	756/(763) 324	-4766	HAM	AKE F	D	DEP	ARTME	NT			
Quantity		i.	Description			L	ist	Discount	Co	ntract	Ex	tended
Motorola AF	X6000 Digit	al Portable	Radio									
5	H98UCF9PW	6BN	APX6000 700/800 Portab	le radio		\$	2,938.00	25%	\$	1,853.50	\$	9,267.50
5	QA05570AA	PMNN4486	ADD: LIION IMPRES II 34	400 MAH IP68		\$	110.00	25%	\$	82.50	\$	412,50
5	H122	NAR6595A	ADD: 1/4 Wave 7/800 GP	S Stubby Ante	enna	\$	26.00	25%	\$	19.50	\$	97.50
5	H885		ENH: 2 YEAR REPAIR S	ERVICE ADVA	NTAGE	\$	121.00	0%	S	121.00	s	605.00
5	Q806		ADD: Astro Digital Oper	ration		\$	567.00	25%	\$	386.25	\$	1,931.25
5	H38		ADD: Smartzone Operat				1,320.00	25%	\$	990.00	\$	4,950.00
5	Q361		ADD: P25 9600 Baud Tr	unking		\$	330.00	25%	\$	247.50		1,237.50
0	H869		ENH: MULTIKEY			\$	363.00	25%	\$	272.25		-
0	Q15		ENH: AES DES, DES-XL	, DES-OFB EN	CRYPTION	\$	879.00		\$	449.25	\$	-
Accessories	5											
5	PMMN4069		IMPRES Remote Speaker	r Microphone		\$	143.64	25%	\$	107.73	\$	538.65
5	NNTN8860		APX IMPRES II Single U	nit Charger		\$	169.56	25%	\$	112.50	\$	562.50
Options												
0	PMNN4486		ADD: LIION IMPRES II 34	400 MAH IP68		\$	179.30	25%	\$	106.50	\$	
0	NNTN7624		IMPRES VEHICULAR CH.	ARGER		\$	471.00	25%	\$	292.50	\$	-
0	NNTN8844		Generation II Multi Unit C	Charger		\$	1,420.20	25%	\$	937.50	\$	-
									Tota	al	\$	19,602.40
Purchase ord	ler is made ou	it to:		Solutions llections Ct IL 60693	r Drive	1. 1.					\$ EAG	3,920.48 CH
	le on the purc		Payment	per State co Contract N		958	7	Net 30 days	1			
Email copy c	f Purchase of	rder to:	dean.dan	inger@ance	om.org					1. 1. 2. 0		

### **Dawnette Shimek**

From:	Gary Kirkeide <gkirkeide@gmail.com></gkirkeide@gmail.com>
Sent:	Tuesday, January 18, 2022 10:45 PM
То:	Dawnette Shimek
Subject:	Re: City of Ham Lake Charter Commission Terms

Caution: This email originated outside our organization; please use caution.

Dawnette, I would be honored to serve another term on the Charter Commission. Gary

Sent from my iPad

On Jan 18, 2022, at 4:30 PM, Dawnette Shimek <<u>DShimek@ci.ham-lake.mn.us</u>> wrote:

Good Afternoon!

We have three Charter Commissioners who have terms expiring this year.

Gary Kirkeide2/19/2022Bill Vokovan4/30/2022Dwight McCullough4/30/2022

We hope that you are interested in serving another 4 year term on the Charter Commission. Let me know at your earliest convenience (an email will work just fine) whether or not you would like to serve another term as the City Council will need to make a motion at a future meeting. If you have any questions, please let me know.

Sincerely,

Dawnette Shimek, Deputy City Clerk

Direct Phone Number 763-235-1673 Email Address: <u>dshimek@ci.ham-lake.mn.us</u>

Ham Lake City Hall -15544 Central Avenue NE - Ham Lake, MN 55304

City Hall Hours: Monday through Thursday 7:00 am to 4:30 pm Friday 7:00 am to Noon

### **Dawnette Shimek**

From: Sent: To: Subject: William Vokovan <wdvokovan@gmail.com> Tuesday, February 1, 2022 4:51 PM Dawnette Shimek Re: Ham Lake Charter Commission Term

Caution: This email originated outside our organization; please use caution.

I will serve again. Thanks

Sent from my iPad

On Feb 1, 2022, at 12:11 PM, Dawnette Shimek <DShimek@ci.ham-lake.mn.us> wrote:

Hi Bill,

I just updated your email address. We would like to place the charter commission term renewals on the February 7<sup>th</sup> City Council agenda – the agenda deadline is tomorrow (Wed, Feb 2<sup>nd</sup>). Let me know (by email is fine) if you are interested in serving another term on the charter commission as soon as possible (your term is up on 4/30/2022).

I look forward to hearing from you.

Thanks!

Dawnette Shimek Deputy City Clerk

Direct Phone Number 763-235-1673 Email Address: <u>dshimek@ci.ham-lake.mn.us</u>

Ham Lake City Hall -15544 Central Avenue NE - Ham Lake, MN 55304 City Hall Hours: Monday through Thursday 7:00 am to 4:30 pm Friday 7:00 am to Noon

Dawnette Shimek Deputy City Clerk

Direct Phone Number 763-235-1673 Email Address: <u>dshimek@ci.ham-lake.mn.us</u>

Ham Lake City Hall -15544 Central Avenue NE - Ham Lake, MN 55304 City Hall Hours: Monday through Thursday 7:00 am to 4:30 pm Friday 7:00 am to Noon

### **Dawnette Shimek**

From:	Dwight McCullough <dwight@bmcautos.com></dwight@bmcautos.com>
Sent:	Wednesday, January 19, 2022 7:33 AM
То:	Dawnette Shimek
Subject:	Re: City of Ham Lake Charter Commission Terms

Caution: This email originated outside our organization; please use caution.

# Dawnette

I would be happy to serve again.

Dwight McCullough 763-754-7111 C. 763-464-8363 II Corinthians 3:17b 'where the Spirit of the Lord is, there is liberty http://dependablecarmntnc.shopamsoil.com/

From: Dawnette Shimek <DShimek@ci.ham-lake.mn.us> Date: Tuesday, January 18, 2022 at 4:30 PM To: Gary & Janelle Kierkeide <gkirkeide@gmail.com>, "Dwight McCullough - Charter Commission (dwight@bmcautos.com)" <dwight@bmcautos.com>, Bill Vokovan <ablastinc@yahoo.com> Subject: City of Ham Lake Charter Commission Terms

# Dawnette



CITY OF HAM LAKE

REQUEST FOR	<b>15544 Central Avenue NE</b>
AN APPEARANCE	Ham Lake, MN 55304
BEFORE THE	Phone (763) 434-9555
CITY COUNCIL	Fax (763) 434-9599
Date of Application _//13/2022	\$200 × F*91706
Date of City Council appearance	
60-day review deadline	1 1
APPLICANT'S NAME James and	Nancy Johnson
ADDRESS 13856 Radi	sson Road NE
city, state Ham Lake	MN 55304
PHONE (daytime) 763 - 76	7 - 9515
NATURE OF REQUEST	
Metes and bounds	conveyance / Courtesy
combination appli	cation

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

James Johnson Berry Arrougenith Genald Dahlbass Jome Jok Signature of Applicant of MO A Date

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

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



13635 Johnson Street NE Ham Lake, MN 55304

Office (763) 862-8000 Fax (763) 862-8042

# Memorandum

Date:	February 3, 2022
To:	Mayor and Councilmembers
From:	Tom Collins, City Engineer TPC
Subject:	Proposed lot line adjustment - 13856 Radisson Road, 13734 Radisson Road and 2065 Bunker Lake Boulevard

### Introduction:

A lot line adjustment is proposed for 13856 Radisson Road (Parcel A-1 - 33-32-23-24-0005), 13734 Radisson Road (Parcel B-1 - 33-32-23-24-0004) and 2065 Bunker Lake Boulevard (Parcel C-1 - 33-32-23-24-0002). The existing parcels areas are 28.288 acres, 3.162 acres and 4.282 acres respectively, for a rounded total of 35.731 acres. The owners of all three parcels are related.

### **Discussion:**

Lot line adjustments are proposed, which will reduce the parcel size of the 13856 Radisson Road parcel and increase the size of the 13734 Radisson Road and the 2065 Bunker Lake Boulevard. The resulting areas of the three parcels is 3.132 acres, 14.889 acres and 17.709 acres respectively, after the deletion of Parcel B-2 and C-2 from the 13856 Radisson Road parcel, the addition of Parcel B-2 to the 13734 Radisson Road parcel and the addition of Parcel C-2 to the 2065 Bunker Lake Boulevard parcel. The resulting parcels are Parcels A, B and C respectively.

A 10-foot drainage and utility easement is proposed on the east side and south side of the 35.731 acres, adjacent to Radisson Road and Bunker Lake Boulevard. Per the direction of the Code Review Committee, 10-foot drainage and utility easement dedication is not required for the family estate planning lot line adjustments on the west side, the north side or adjacent to the revised parcel boundaries.

A meeting was held with the applicant, his representative, Councilmember Gary Kirkeide, Building Official Mark Jones and myself on June 29, 2021. Field observations were made of the existing 13856 driveway, well and septic system. Based on the field review, and direction from the Code Review Committee, the survey was not required to show wells, septic areas, driveways or setbacks, and soil borings were not required to verify the location and of a potential secondary septic area.

The resulting Parcel C will have frontage on Radisson Road. As per the exhibits, a future driveway is proposed. The March 5, 2021 Anoka County Highway Department (ACHD) approval letter for the future driveway is attached. The ACHD letter references a property split, which is not correct. The attached email confirms that the ACHD approves the future driveway for the lot line adjustment. The future driveway will be constructed prior to the sale of either the 13856 Radisson Road or the 2065 Bunker Lake Boulevard to outside of the family. An ingress/egress easement will be recorded at this time, which will be vacated in the future.

### **Recommendation:**

It is recommended that the lot line adjustment be approved.



Anoka County TRANSPORTATION DIVISION

Highway

Chuck Cook City of Ham Lake 1845 149<sup>th</sup> Ave. Ham Lake, MN 55304

March 5, 2021

RE: Certificate of Survey - Johnson Property Split

Dear Chuck,

We have reviewed the certificate of survey for the Johnson Property Split, to be located east of CSAH 52 (Radisson Road NE) and north of CSAH 116 (Bunker Lake Boulevard NE) within the City of Ham Lake, and I offer the following comments:

The existing right of way along CSAH 52 and CSAH 116 is 60 feet, which should be adequate for future reconstruction purposes. As proposed, the plat will introduce one new residential access point onto CSAH 52, which is undesirable from a county highway perspective, but we will permit it since access to a City street does not appear to be feasible. The access for Parcel C2 is to be located within 30 feet of its north property line. The right of access along the remaining portions of CSAH 52 and CSAH 116 should be dedicated to Anoka County with exceptions for the existing and proposed driveway stated above. Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, buildings, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CSAH 52 and CSAH 116.

ACHD would like to work with local governments in promoting compatibility between land use and the county highway system. It should be recognized that residential land uses located adjacent to County highways often results in complaints about traffic noise. Existing and/or future traffic noise from CSAH 52 and CSAH 116 could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where establishment of the land use would result in violations of established noise standards. It is advised that the City and the Developer assess the noise situation for this development as it is proposed to be located directly adjacent to CSAH 52 and CSAH 116, and take the level of action deemed necessary to minimize the impact of any highway noise by incorporating the appropriate noise mitigation elements into the design and phasing of this plat as applicable. The ACHD Engineering Plan Review process will apply to this site. Calculations must be submitted along with a grading and erosion control plan that delineates the drainage areas for this development. The post-developed rate/volume of runoff must not exceed the pre-developed rate/volume of runoff for the 10-year critical design storm. Contact Michelle Pritchard, Engineer II, via phone at 763.324.3162 or via email at <u>Michelle.</u> <u>Pritchard@co.anoka.mn.us</u> for further information and to coordinate the ACHD Engineering Plan Review Process. Please submit the drainage calculations, grading and erosion control plans, ACHD Design Requirements Checklist for County Highway Modifications (copy available via our website), and the applicable engineering plan review fee (estimated at \$150.00) to Ms. Pritchard for her review and approval.

Following the completion of the ACHD Engineering Plan Review process outlined above, the ACHD Permit process can begin by the contractor(s) completing the work in the county right of way. One Access permit (fee = \$175.00) and a permit for work within the county right of way (fee = \$150) are required and must be obtained prior to the commencement of any construction. License permit bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact Sue Burgmeier via phone at 763.324.3142 or via email at <u>Susan.Burgmeier@co.anoka.mn.us</u> for further information and to coordinate the ACHD Permit process.

Thank you for the opportunity to comment. Feel free to contact me if you have any questions regarding this review.

Sincerely,

San Th

Logan Keehr Traffic Engineering Technician

xc: CSAH 52 + 116/Plats+Developments/2021 Jerry Auge, Assistant County Engineer Jane Rose, Traffic Engineering Manager Michelle Pritchard, Engineer II Chuck Gitzen, County Surveyor Sean Thiel, Graduate Engineer Sue Burgmeier, Traffic Engineering Technician

## **Tom Collins**

From: Sent: To: Subject: Logan J. Keehr <Logan.Keehr@co.anoka.mn.us> Monday, June 28, 2021 11:43 AM Tom Collins RE: Jim Johnson's land reconfiguration

That is correct.

From: Tom Collins <TCollins@rfcengineering.com> Sent: Monday, June 28, 2021 11:41 AM To: Logan J. Keehr <Logan.Keehr@co.anoka.mn.us> Subject: RE: Jim Johnson's land reconfiguration

So the County will still allow the additional driveway although it is just a lot line adjustment and not a property split?

From: Logan J. Keehr <<u>Logan.Keehr@co.anoka.mn.us</u>> Sent: Monday, June 28, 2021 11:37 AM To: Tom Collins <<u>TCollins@rfcengineering.com</u>> Subject: RE: Jim Johnson's land reconfiguration

Hi Tom,

That is what we received from them as well and that is what I wrote the letter on.

Logan

From: Tom Collins <<u>TCollins@rfcengineering.com</u>> Sent: Wednesday, June 23, 2021 7:15 AM To: Logan J. Keehr <<u>Logan.Keehr@co.anoka.mn.us</u>> Cc: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Subject: FW: Jim Johnson's land reconfiguration

Hi Logan,

The letter references a Certificate of Survey for a proposed property split. Please email me the Survey so that I can verify that the same information is being shared with the City and County. The City has only received the attached, which is a lot line adjustment. There are 3 existing parcels and would be 3 resulting parcels.

Tom

From: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Sent: Tuesday, June 22, 2021 3:54 PM To: Tom Collins <<u>TCollins@rfcengineering.com</u>> Subject: FW: Jim Johnson's land reconfiguration

Hi Tom

Attached is the letter that was completed. I have asked Logan to make sure he copies you on future letters

From: Jane Rose Sent: Tuesday, June 22, 2021 3:51 PM To: Logan J. Keehr <<u>Logan.Keehr@co.anoka.mn.us</u>> Subject: RE: Jim Johnson's land reconfiguration

#### Thanks Logan

On future review letters for properties within the City of Ham Lake can you make sure to cc: Tom Collins, City Engineer on the letters? Thanks

From: Logan J. Keehr <<u>Logan.Keehr@co.anoka.mn.us</u>> Sent: Tuesday, June 22, 2021 3:20 PM To: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Subject: RE: Jim Johnson's land reconfiguration

Jane,

I did write a letter for this one. The letter is attached.

Logan

From: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Sent: Tuesday, June 22, 2021 2:25 PM To: Logan J. Keehr <<u>Logan.Keehr@co.anoka.mn.us</u>> Subject: FW: Jim Johnson's land reconfiguration

#### Hi Logan

Did you do a review letter for this one?

From: Tom Collins <<u>TCollins@rfcengineering.com</u>> Sent: Wednesday, March 31, 2021 6:53 AM To: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Cc: Jennifer Bohr <<u>ibohr@ci.ham-lake.mn.us</u>> Subject: RE: Jim Johnson's land reconfiguration

Please email me the review findings when completed. Thanks.

From: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Sent: Thursday, February 18, 2021 1:52 PM To: Tom Collins <<u>TCollins@rfcengineering.com</u>> Subject: RE: Jim Johnson's land reconfiguration

Thanks for the info Tom! We will get started on our review

From: Tom Collins <<u>TCollins@rfcengineering.com</u>> Sent: Thursday, February 18, 2021 1:12 PM To: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Subject: RE: Jim Johnson's land reconfiguration

Hi Jane,

The proposed land reconfiguration for 2065 Bunker Lake Boulevard and 13734 and 13856 Radisson Road was received by the City last month. The City notified the applicant that a shared driveway from the existing 138656 driveway to the westerly accessory building that is proposed to be located within the 2065 Bunker Lake Boulevard would not be allowed. My understanding is that the potential for an internal driveway within the resulting 2065 parcel was evaluated, but found not to be possible due to the large wetland between the house and the accessory building. The City direct the applicant to contact the ACHD to find out if an additional driveway access to Radisson Road would be allowed directly south of the 13856 driveway and/or whether additional right-of-way dedication is needed for either CSAH 116or CR 52.

The City needs the ACHD findings on the additional access before the reconfiguration can be considered for approval. There are other submittal requirements, such as soil borings for an alternative septic system for the 13856 parcel and a survey which includes the dedication of drainage and utility easements. Please review at this time. Thanks.

Tom

From: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Sent: Thursday, February 18, 2021 12:45 PM To: Tom Collins <<u>TCollins@rfcengineering.com</u>> Subject: FW: Jim Johnson's land reconfiguration

### Hi Tom

Has this been submitted to the City? Where is it at in the City's process? Will it be going forward as a lot split? What items are left to be resolved before approval? Should we review it now or wait for the City process? Any info you can provide would be appreciated. Let me know when you have a chance. Thanks

From: Chuck Cook <<u>ChuckC@contdev.com</u>> Sent: Thursday, February 18, 2021 12:38 PM To: Jane Rose <<u>Jane.Rose@co.anoka.mn.us</u>> Cc: Chuck Cook <<u>ChuckC@contdev.com</u>> Subject: Fw: Jim Johnson's land reconfiguration

**EXTERNAL EMAIL ALERT:** This message originated from outside the Anoka County email system. **Use Caution** when clicking hyperlinks, downloading pictures or opening attachments.

Hi again Jane,

Here is my string of correspondence with Jennifer Boer.

The last email lists the requirements from the City engineer and the City attorney.

Please understand that some of the items listed will be satisfied with documents previously approved under separate permitting.

Regards,

## **Charles S Cook**

1845 149th Ave.

Ham Lake, MN 55304

#### Line Adjustments and Courtesy Combinations. (W/Easements) FOR: James & Nancy Johnson, Berry & Tracie Arrowsmith OWNERS & DEVELOPERS: (Parcel A-1)

OWNERS & DEVELOPERS: (l'atect 8-1)	Berry & Tracic Arrowsmith 13734 Radisson St. NE., Ham Lake, MN 55304
OWNERS & DEVELOPERS:	Genid & Tammy Dahlberg
(Parcel C-1)	2065 Bunker Lake Bivd, Nf

Genid & Tammy Dahlberg 2065 Bunker Lake Bivd, NfL Ham Lake, MN 55304 PROPOSITICA Minur Subdivision consistion 3 lots for Single Panilly Res

TOTAL ACREAGE: 1,556,448 Sq. Ft. 35,738 Acm

EXISTING ZONING: RA (Rural Single Family Residential) PROPOSED ZONING: RA (Rural Single Family Residential)

STING AND PROPOSED DESCRIPTIONS FOR JAMES AND NANCY JOHNSON MINOR SUBDIVISIO TION, Parcel A-1: Owners: Jumes & Nancy Johnson; (Per Quil Claim Deed Dor, No. 1712510

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of lying within Parcel 101, Parcel 101A and Parcel 101B, Anoka County Highway whe man or plat thereof on life and of record in the office of the Anoka County Ke

west Quarter of the section 33, Township 32, Range 23, lying in the City e

XCEPT Parcel 102, Anoka County Highway Right-of-Way Plat No. 71, acce card in the office of the Anoka County Recorder and Recular of Titles. ting Description, Parcel C-1: Owners Geraid & Tammy Dahlberg: (Per Warraniy Deed Document No. 0836211)

the Northwest Quarter of the Section 33. Township 32, Range 23, lying in the City of Han

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receiping therefrom Parcel 103. Anoka County Highway Right-of-Way Plat No. 73, according to the map or plat thereof or le and of occord in the office of the Anaka County Recorder and Registrar of Titlet.

OPOSED DESCRIPTIONS For Parcel Transfers

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st Quarter of the Northwest Quarter of Section 33. Township 32, Range 23, Anoka County

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at for utility purposes over, under and across Parcel 101PE, sold Anoka County Highwa ubject to a permanent car light-of-Way Plat No. 71

GENERAL NOTES

Bearings shown hereon are based an Anoka County, NADB3/1996 Adjustr Field survey was completed on November 111h, 2021. Contours shown hereon are from a combination of 2 fool Lidar contours MTapo DNR Web and field abservations as noted on the survey drawing

long suld soul

FINAL PARCEL AREAS;

Parcel A: 136,450 Sq. Pl. 3,132 Actus Parcel B: 648,577 Sq. PL 14,889 Actus Parcel C; 771,421 Sq. PL 14,889 Actus Parcel C; 771,421 Sq. PL 13,780 Acres Total Actus 1.556,448 Sq. FL 35,730 Act

EXCEPT that part thereof describ

in 33, Township 32, Range 23, lying in the City of Ham Lake. en Quarter of Section 33, Township 32, Range 23;

1 Parcel 103, Anaka County Highway Right-of-Way Plat No. 73, according to the map or plat thereof on file and of of the Anaka County Recorder and Registrar of Titler.

PROPOSED DESCRIPTIONS, Final Descriptions after Parcel Transfers:

intion. Patcel A: Remnost Parcel to be retained by James and Neary July west Quarter of Section 33. Township 32, Range 23, J

EXCEPT that part thereof tying within Parcel 101, Anaka County Highway Right-of-Way Plat N on file and of recent in the office of the Anaka County Reconter and Registers of Titlet.

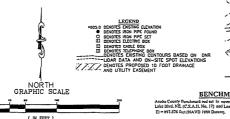
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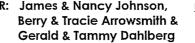
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Parcel C: Parcel to

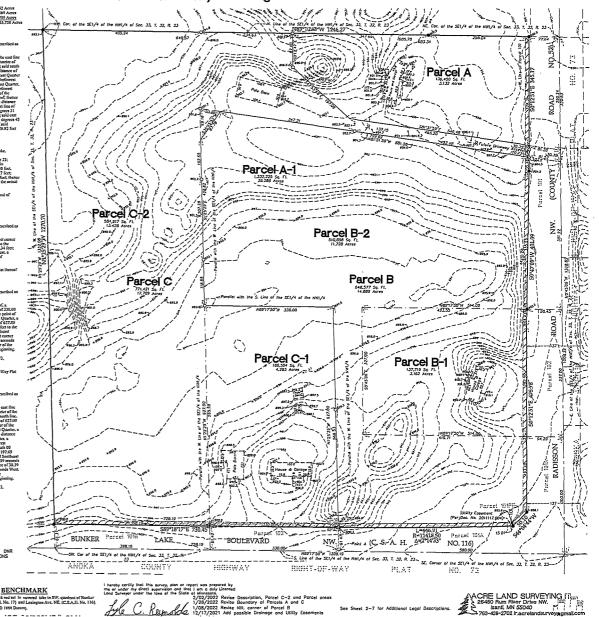
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EXCEPT that part thereof lying within Parcei 101, (farcei 101B and Parcei 103, Anaka County Highway Right-of-Way Plat No. 73, according to the part of the part of





PROPERTY ADDRESS: 13856 Radisson St. NE., Ham Lake, MN 55304, 13734 Radisson St. NE., Ham Lake, MN 55304 & 2065 Bunker Lake Blvd. NE., Ham Lake, MN 55304



#### Ameria & Ameria & Marcy Johnson, Marcy Johnson, Marcy Johnson, W/Ecosements (W/Ecosements) OWNERS & DEVELOPERS

OWNERS & DEVELOPERS: Genild & Tarmery Dat 2053 Buniler Lake Bil

PROPOSED:A den consisting 3 heia for Single P TOTAL ACREAGE: 1.354,448 St. PL 33,730 Acres

EXISTING ZONING: RA (Reral Single Family Residential) PSOPOSED ZONING: RA (Reral Single Family Residential)

KISTING AND PROPOSED DESCRIPTIONS FOR JAMES AND NANCY JUHNSON MINOR SIZIDIVISION

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ent fac using purposes over, under and across Parent 101PE, sold Anoba Courty Highway

mitting Description, Pared B-11 Ormers Berry & Trady Amotomitic (Per Warnany Deal Ose, No. 10(27)21 at Quarter of the Northwest Quarter of the section 31, Tawmhip 32, Range 23, Syleg in the City of Ham

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GENERAL NOTES

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FINAL PARCEL AREAS

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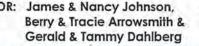
Parcel C: Parcel to be evented by Genald and Tammy Dalilgree

mant Quarter of the Northwest Quarter of Section 33, Township 32, Barge 23, Anaka County, Minessets, described as

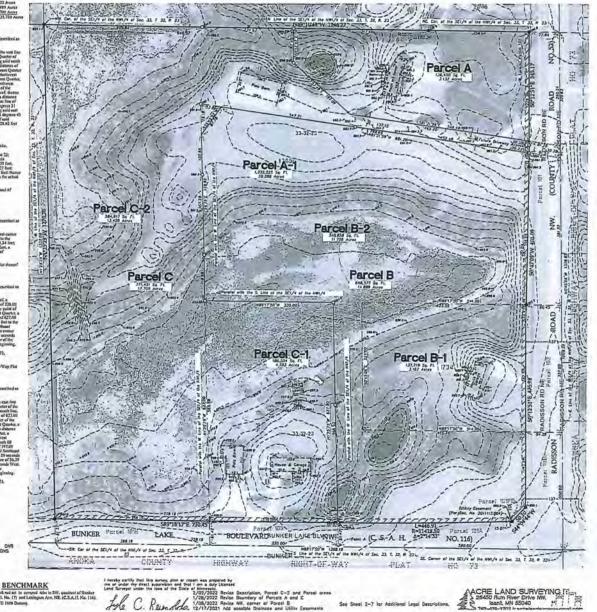
m estimated to incur Social B10 degrees 45 millions D6 accessed Bank factor et Querter, a distance of 2002DE Rect for a point to be frequently Bank factor point of begreen and a second second second second second second market of begreening of the track of factor lab reversible. There are next in Querter, a distance of 333.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 153.000 feet interce reach, parallely with He et Q2,000 feet and in 150.000 feet interce reach interce reach, parallely with He et Q2,000 feet and interce reach inter al the Nor 1728.191 (1332,10) feet to the a distance of 340,57 feet to a paint on said rottle line, dist 12 minutes 47 seconds East, a distance of 87,40 feet, then to interstation with a line which heart Namh R1 degrees 31 of the Nettineet Doarter, diseast 37012,45 feet sector of the of the Nettineet Doarter, diseast 37012,45 feet sector of the Quarter of I East, a tilet, feet; thence of the Nontinverti Quanter, datasati, 2010-24 ferri sonth of the monitorial conver flattered; the forsaren (E 54-64, for its to aid clear the literatherer Sonth Ob diagrame 4.5 and its literates dia Astronomic new North B1 diagrames 31 eminites 39 accessed: Wests, a distance of R81.26 force therees 5-ar ull Quanter, from the points of heighting it therees courds adong with pointful litera, a distance of Quanter, from the points of heighting it therees courds adong with pointful litera, a distance of Quanter, from the points of heighting it therees courds adong with pointful litera, a distance of Quanter, from the points of heighting it therees courds adong with pointful litera, a distance of Quanter (from the points of heighting it therees courds adong with pointful litera, a distance of R81.2000).

IEXCEPT that part thereof lying which Pareet 101, Pareet 101B and Pareet 103, Analas Crunty Highway Right-of-Way Plat No. 73, according to the map of plat factory on file and of formal in the office of the Analas County Recorder and Recistors of Thes.





PROPERTY ADDRESS: 13856 Radisson St. NE., Ham Lake, MN 55304, 13734 Radisson St. NE., Ham Lake, MN 55304 & 2065 Bunker Lake Blvd. NE., Ham Lake, MN 55304





13635 Johnson Street NE Ham Lake, MN 55304

Office (763) 862-8000 Fax (763) 862-8042

# Memorandum

Date:	February 1, 2022	
To:	Mayor and Councilmembers	
From:	Tom Collins, City Engineer	
Subject:	2022 Bituminous Overlay Project	

### Introduction:

The Plans and Specifications for the 2021 bituminous overlay project were delayed, per discussion at the August 3, 2020 Road Committee meeting. It is recommended that these streets receive an overlay in 2022.

### **Discussion:**

A field inspection was completed with Superintendent Witkowski for all streets that were proposed to receive an overlay in years 2020, 2021 and 202 in 5-year Plan. Based on the field conditions of the streets, the following streets are proposed to receive an overlay n 2022:

- Concord Woods ('02 construction)
- Fox Tail Ridge ('01 construction)
- Livgard Addition ('00 construction)
- North Pines 3<sup>rd</sup> Addition ('03 construction)
- Trails End Shores ('00 construction)
- MSA 173<sup>rd</sup> Avenue west of Polk Street ('01 construction)
- MSA Polk Street from 173<sup>rd</sup> Avenue to Crosstown Boulevard ('01 construction)

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 (North Pines 3<sup>rd</sup> Addition, central portion of Concord Woods and westerly portion of 173<sup>rd</sup> Avenue). The total length of the streets proposed to receive an overlay is 2.04 miles, of which 0.25 miles are MSA streets (Polk Street). The cost estimate for the proposed 2022 bituminous overlays is \$349,725.15, of which \$41,424.24 is MSA. The overall cost is \$12,183.85 (3.37%) over the 5-Year Street Rehabilitation Program estimate of \$361,334. 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 2022 Bituminous Overlay Project and authorize the advertisement for bids.

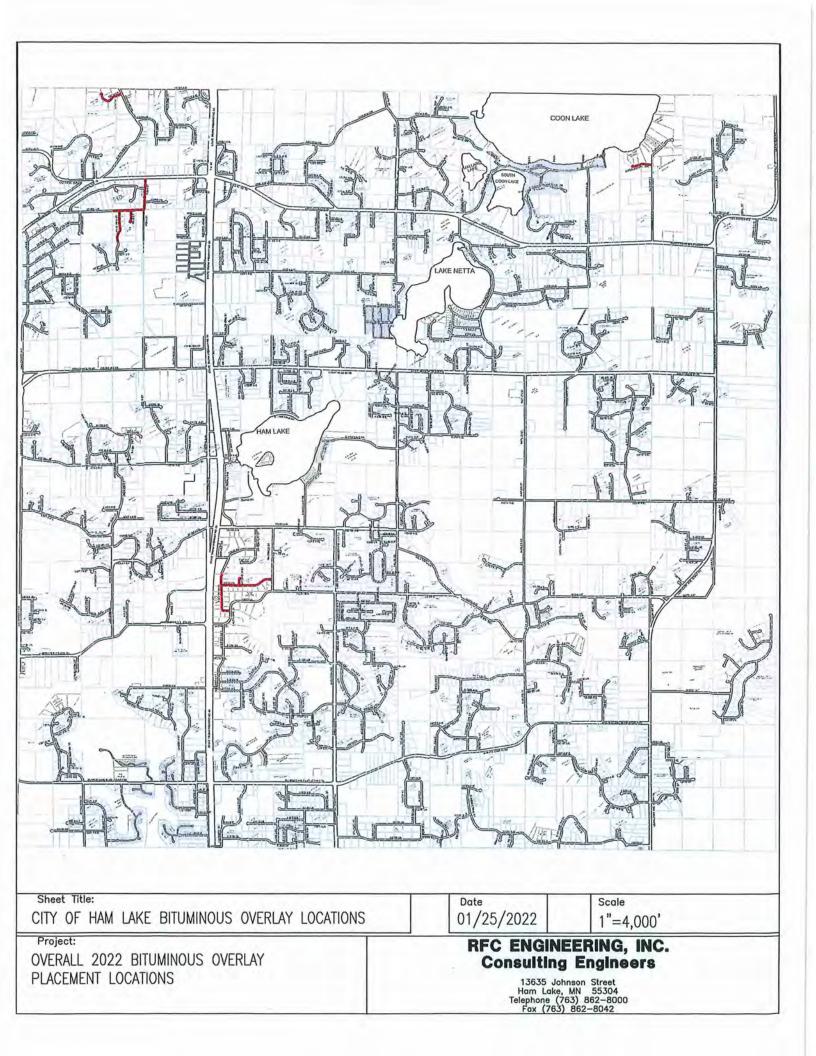
# ENGINEER'S ESTIMATE 2022 BITUMINOUS OVERLAY PROJECT FEBRUARY 1, 2022

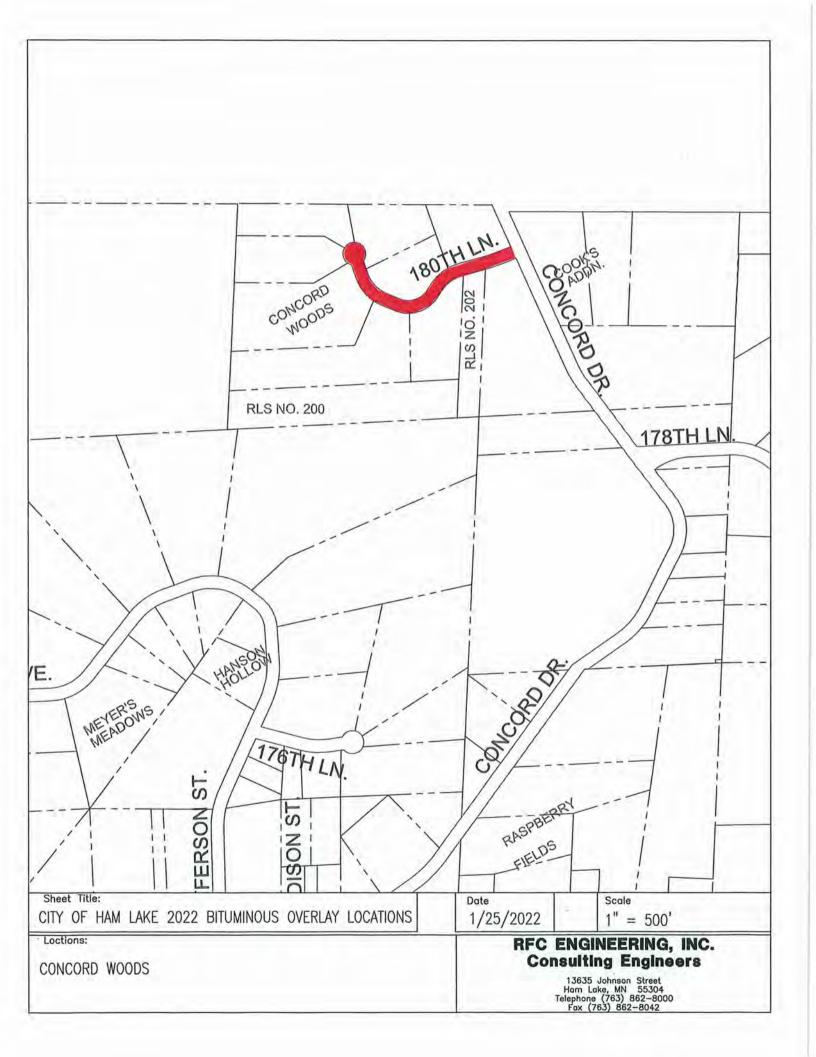
ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
2021.503	MOBILIZATION	L.S.	1	\$25,000.00	\$25,000.00
2232.501	6-FOOT WIDE EDGE MILL BITUMINOUS SURFACE	S.Y.	351	\$6.50	\$2,281.50
2331.604	MILL BITUMINOUS SURFACE	S.Y.	26,632	\$1.15	\$30,626.80
2501.609	HAUL BITUMINOUS PAVEMENT RECLAMATION	C.Y.	1,177.7	\$9.50	\$11,188.15
2360.501	TYPE SPWEA240B WEARING COURSE MIXTURE	TON	3,926	\$69.00	\$270,894.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	S.Y.	32,449	\$0.30	\$9,734.70
	TOTAL				\$349,725.15

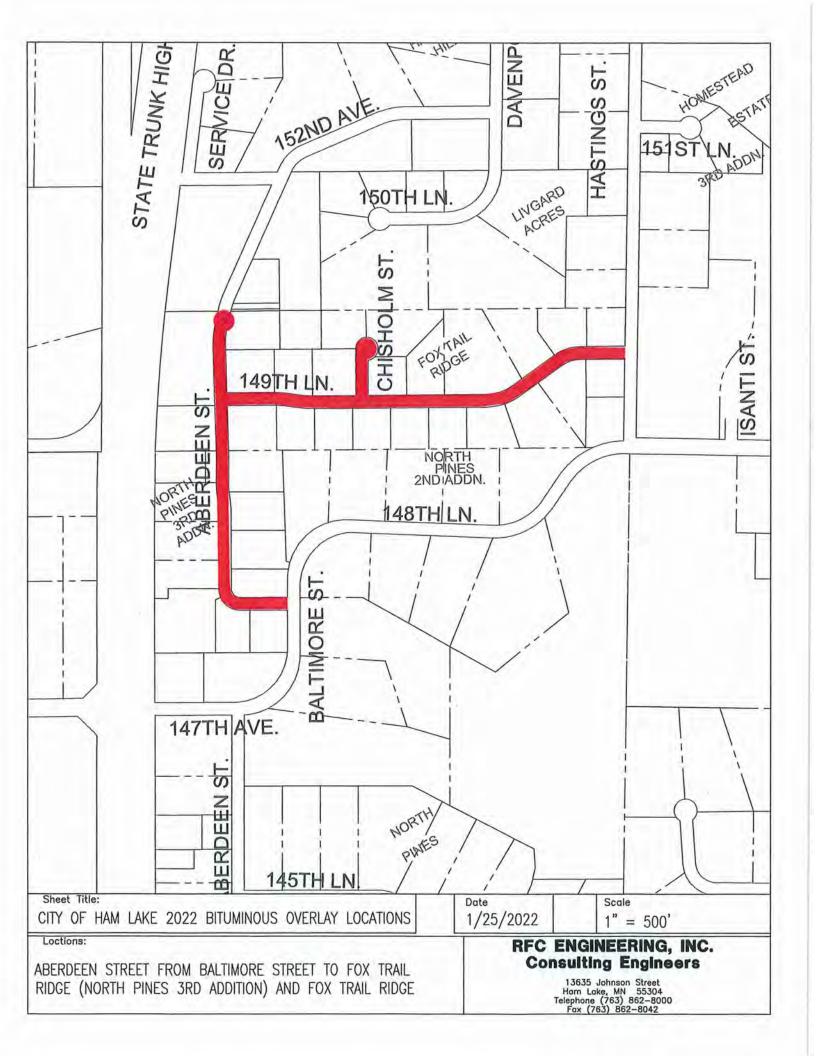
## 2022 BITUMINOUS OVERLAY PROJECT

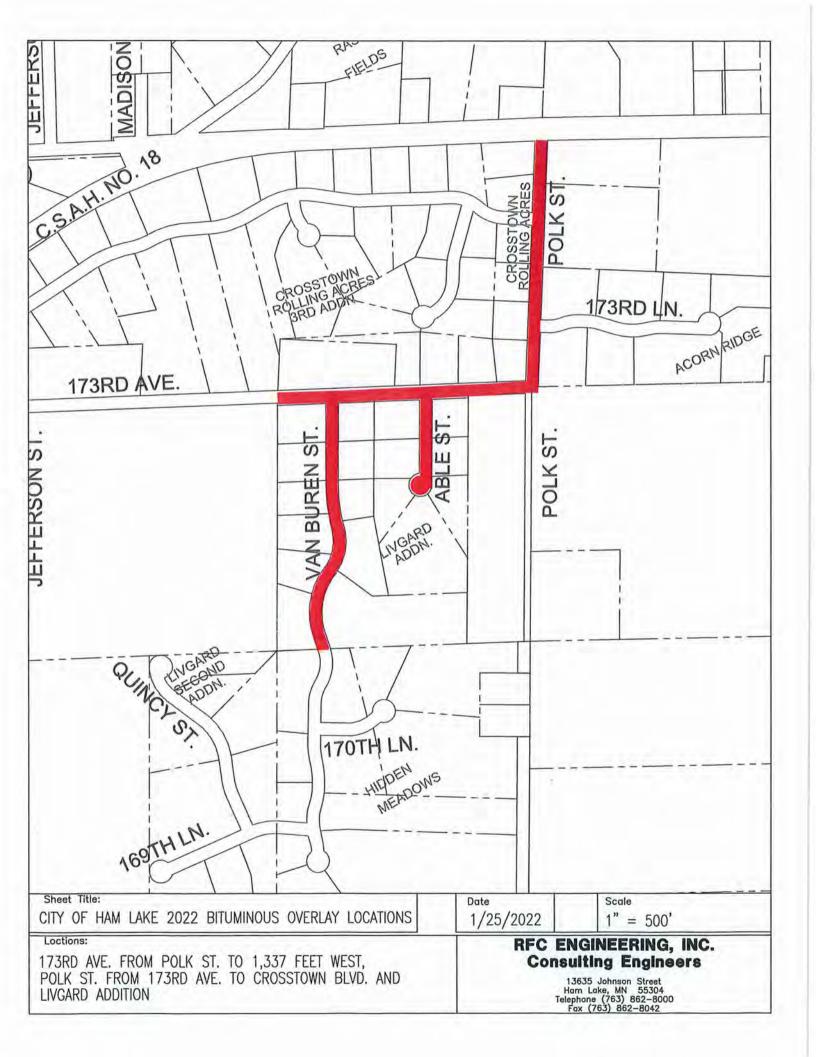
STREET	SECTION	SUBDIVISION	LENGTH	BIT. SURFACE WIDTH	CURB TYPE
180TH LN.	COMCODD DD TO 727 FFFT WEAT	CONCORD	707	26	D212
	CONCORD DR. TO 737 FEET WEST	CONCORD WOODS	737		D312
	37 FEET WEST OF CONCORD DR. TO 264 FEET WES	CONCORD WOODS	.264	28	NONE
180TH LN.	1,001 FEET WEST OF CONCORD DR. TO CDS	CONCORD WOODS	112	26	D312
			1,113		
149TH LN.	ABERDEEN ST. TO HASTINGS ST.	FOX TAIL RIDGE	2,180	26	D312
ABERDEEN ST.	S PLAT BORDER TO N PLAT BORDER	FOX TAIL RIDGE	714	30	D412
CHISHOLM ST.	149TH LN. TO CDS	FOX TAIL RIDGE	310	26	D312
			3,204		
ABLE ST.	173RD AVE. S. TO CDS	LIVGARD ADDN.	508	26	D312
VAN BUREN ST.	S PLAT BORDER N. TO 173RD AVE.	LIVGARD ADDN.	1,333	26	D312
· · · · · · · · · · · · · · · · · · ·			1,841		
ABERDEEN ST.	BALTIMORE ST. TO N PLAT BORDER	NORTH PINES 3RD ADDN	1,116	29	NONE
NTERLACHEN DR	DURANT ST. TO CDS	TRAILS END SHORES	865	26	D312
173RD AVE.	POLK ST. TO 887 FEET W		887	28	D312
173RD AVE.	887 FEET W TO 1,337 FEET W		450	28	NONE
	La	L	1,337	<u></u>	
MSA POLK ST.	173RD AVE. TO CROSSTOWN BLVD.		1,295	28	D312
			2.04		

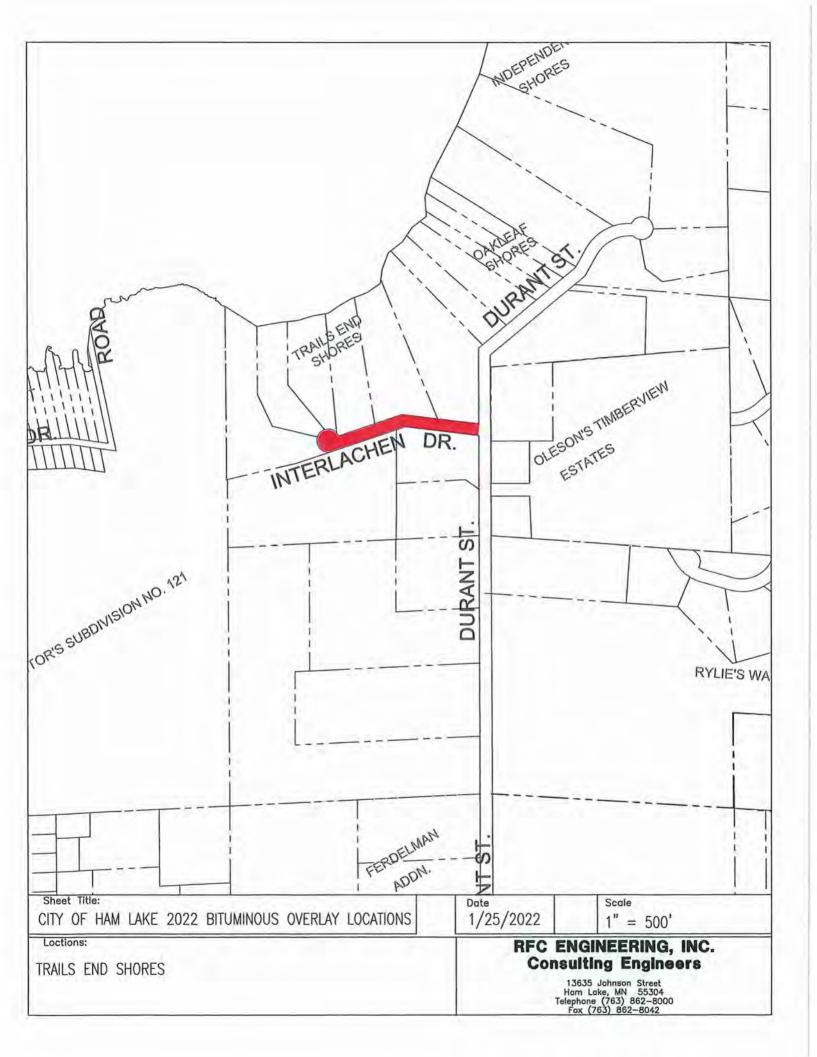
2.04 MILES













Office (763) 862-8000 Fax (763) 862-8042

# Memorandum

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

### Introduction:

The Plans and Specifications for the proposed 2022 Tree Removal Project are attached.

### **Discussion:**

The upgrade of Polk Street from 325 feet North of Constance Boulevard (CR 60) to 165<sup>th</sup> Avenue, the upgrade of Tippecanoe Street from Constance Boulevard Terrace to the southerly CDS, the reconstruction of the streets within the Creek Valley subdivision and the reconstruction of the streets within the Meadow Park subdivision north of Constance Boulevard are scheduled for 2022. To allow for construction to begin in late spring/early summer, the tree clearing for these projects are being combined. The cost estimate for clearing adjacent to Polk Street is \$15,393.48. The cost estimate for clearing adjacent to Tippecanoe Street is \$20,816.16. The cost estimate for clearing adjacent to the streets in the Creek Valley subdivision is \$58,990.80. The cost estimate for clearing adjacent to the streets in the Meadow Park north of Constance Boulevard is \$50,970.58. This is a total estimated tree clearing cost of \$146,171.02

Construction of Chisholm Street within the Crosstown Business Park between 171<sup>st</sup> Avenue and 334 feet south of Crosstown Boulevard is also scheduled for construction in 2022. There are oak trees that need to be removed however acquisitions have not yet been completed to allow for clearing at this time.

### **Recommendation:**

Approve the Plans and Specifications and authorize the advertisement for bids.

#### CONSTRUCTION COST ESTIMATE City of Ham Lake 2022 Tree Removal Project 2/3/2022

		EST	UNIT	
ITEM DESCRIPTION	UNIT	QTY	PRICE	TOTAL
MOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00
CLEARING - POLK STREET	EACH	10	\$227.00	\$2,270.00
GRUBBING - POLK STREET	EACH	10	\$118.00	\$1,180.00
CLEARING - POLK STREET	ACRE	0.6	\$9,703.90	\$5,822.34
GRUBBING - POLK STREET	ACRE	0.6	\$5,201.90	\$3,121.14
	MOBILIZATION CLEARING - POLK STREET GRUBBING - POLK STREET CLEARING - POLK STREET	MOBILIZATIONLUMP SUMCLEARING - POLK STREETEACHGRUBBING - POLK STREETEACHCLEARING - POLK STREETACRE	ITEM DESCRIPTIONUNITQTYMOBILIZATIONLUMP SUM1CLEARING - POLK STREETEACH10GRUBBING - POLK STREETEACH10CLEARING - POLK STREETACRE0.6	ITEM DESCRIPTIONUNITQTYPRICEMOBILIZATIONLUMP SUM1\$3,000.00CLEARING - POLK STREETEACH10\$227.00GRUBBING - POLK STREETEACH10\$118.00CLEARING - POLK STREETACRE0.6\$9,703.90

TOTAL ESTIMATED CONSTRUCTION COST

\$15,393.48

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

TOTAL ESTIMATED CONSTRUCTION COST

\$20,816.16

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

ITEM NUMBER	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
2021.501	MOBILIZATION	LUMP SUM	1	\$3,000.00	\$3,000.00
2101.502	CLEARING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	EACH	112	\$227.00	\$25,424.00
2101.502	GRUBBING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	EACH	112	\$188.00	\$21,056.00
2101.505	CLEARING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	ACRE	0.1	\$9,703.90	\$970.39
2101.505	GRUBBING - 145TH AVE, LONDON ST, KENYON ST, 146TH AVE	ACRE	0.1	\$5,201.90	\$520.19
	TOTAL ESTIMATED CONSTRUCTION COST				\$50,970.58

COMPLETE ESTIMATED CONSTRUCTION COST

\$146,171.02

#### City of Ham Lake 2022 Tree Removal Project Specifications

February 2022

#### General

The work shall consist of the Contractor clearing and grubbing brush and trees from four separate site locations. The City will be responsible for coordinating survey for removal limits. A pre-bid meeting can be arranged with the Ham Lake Public Works Department and Project Engineer if requested.

#### Special Provisions

All work shall be in conformance with Minnesota Department of Transportation "Standard Specifications for Construction, 2020 Edition", except as modified or altered below.

- 1. <u>Contract Performance</u>: The Contractor shall complete construction or performance of the project in accordance with the 2022 Tree Removal Project Specifications dated February 2022.
- 2. <u>Tree Removal (Clearing and Grubbing)</u>: Only trees and bushes within the provided easements which will interfere with the installation of the utility, or within the provided street rights-of-way or easements shall be removed by the Contractor after removal limits are staked by a City appointed surveyor.

No trees may be removed from areas outside the provided staked removal limits or right-of-way or easements without the written consent of the owner of such lands, such consent obtained by the Contractor, and approved by the Engineer prior to removal.

The Contractor shall remove and dispose of the trees, brush, stumps and roots away from the construction site unless the adjacent property owner desires to retain the wood. Stumps shall be removed completely. Prior to removing trees from the right-of-way or easements, the Contractor shall contact the adjacent land owner to determine if they desire the wood. If the owner indicates a desire to retain the wood, the Contractor shall trim and cut all logs four inches (4") diameter and larger into four-foot (4') lengths and pile them adjacent to the right-of-way or easement.

Some minor trimming of trees in the project area may be necessary for the construction of the project. The trimming shall be as directed by the City Engineer. The trimming shall be incidental to clearing and grubbing.

Per City Ordinance 11-1400, to prevent the oak wilt fungus from producing spores and to prevent the overland spread of this fungus, and bark intact diseased material resulting from any tree that wilted from oak wilt in July and August of one year may be declared hazardous for a portion of the following year. The final determination of the hazardous status of this material shall be made by the City Tree Inspector and/or Forester. The hazardous period shall be defined as April 1 to July 15. Therefore, all trees shall be cut down to 3 inches above existing grade by March 31, 2022. Stumps may be removed in their entirety at a later date. All work for this project shall be completed by May 13, 2022.

- 3. <u>Temporary Seeding/Soil Cover</u>: Contractor shall provide seeding and/or soil cover as necessary to comply with BMPs and City SWPPP.
- 4. <u>Traffic Control</u>: The Contractor shall provide traffic control, as needed, per Part 6 of the Minnesota Manual on Uniform Traffic Control Devices.
- 5. <u>City's Responsibilities (the City will provide the following as deemed necessary by the City of Ham Lake Public Works</u> <u>Superintendent</u>):

- providing surveyed staking of tree removal limits

Coordinate with the Ham Lake Public Works Department and Project Engineer.

6. <u>Compliance with Applicable Regulations</u>: The Contractor shall, pursuant to performance, comply with all applicable state and federal laws, rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices, payment of all required withholding taxes, workers' compensation and unemployment compensation insurance, liability insurance, OSHA or other safety rules and regulations, construction practices, environmental practices, wetland protection measures, vehicular safety and/or weight restrictions, refuse disposal practices, and notices to employees, whether or not such rules, regulations statutes or ordinances are set forth or adopted by reference in the Plans and Specifications herein. Pursuant to Laws of Minnesota 1995, Chapter 31, if the Contractor shall fail to pay any subcontractor hired by the Contractor under this project within 10 days after the Contractor receives payment from the City for work for which the Contractor is liable to any subcontractor, the Contractor shall be liable to the subcontractor for interest on the unpaid balance, at the rate of 1.5 percent per month. Any subcontractor aggrieved by the Contractor's failure to remit payment to the subcontractor shall, for the purpose of enforcement, be considered a third-party beneficiary of this contract. However, nothing in this contract shall be deemed to impose upon the City any duty to monitor, enforce or otherwise become involved in payments from the Contractor to any subcontractor. If any discrepancy or inconsistency is discovered in the plans, drawings, Specifications, or contract for this work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees or any subcontractor.

- 7. <u>Non-Discrimination Clause</u>: Contractor's attention is called to the non-discrimination clause in the contract documents.
- 8. <u>Equal Employment Opportunity</u>: The Contractor will be required to exercise Equal Employment Opportunity Practices as set forth by Minnesota Department of Transportation Services.
- 9. <u>Indemnification</u>: The Contractor shall indemnify and save harmless the City from any liability arising out of the Contractor's failure to observe compliance with Special Provision 6 above, specifically including, without limitation, liability arising out of the improper disposal or storage of any hazardous waste by the Contractor or any entity hired or used by the Contractor for such disposal.
- 10. <u>Warranty of Workmanship and Timely Completion</u>: In addition to any warranty which might be a part of the Plans and Specifications, the Contractor warrants that all work completed in connection with the Project shall be done in a workmanlike and timely manner in accordance with applicable industry standards. Where materials are being furnished by the Contractor, the Contractor warrants that all material will be of good quality and suited for the purpose for which they are intended.
- 11. <u>Contract Security & Guarantee</u>: If the bid is more than \$75,000, the successful bidder shall be required to furnish the Owner with a performance bond and payment bond in the form required by law, in an amount of one hundred percent (100%) of the contract amount for each bond, based on the lump sum bid or the anticipated quantities and unit prices, as determined by the Engineer. The performance bond shall guarantee the proper prosecution and completion of the work by the successful bidder and the payment bond shall further guarantee the prompt payment by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work.
- 12. Data Practices Compliance: The Contractor will have access to data collected or maintained by the City to the extent necessary to perform the Contractor's obligations under this contract. The Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. The Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the Contractor agrees to return data to the City, as requested by the City.
- 13. <u>Notices</u>: Any notice which is or should be required to be given to the Contractor shall be sufficient if addressed as follows, and deposited, postage prepaid, in the regular United States Mail. Notice shall be deemed to have been received on the third business day following the postmark.
- 14. <u>Audit</u>: Pursuant to Minn. Stat 16C.05, the Contractor shall allow the City or other persons or agencies authorized by the City, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Contractor at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Contractor relevant to the subject matter of the Agreement, for purposes of audit, for a minimum of six (6) years. In addition, the City

shall have access to the project site(s), if any, at reasonable hours.

#### 15. Payment:

Mobilization (MnDOT 2021): Mobilization shall be 50% when the project is 25% complete and 100% when the project is completed and accepted.

<u>Clearing (MnDOT 2101)</u>: Payment for clearing shall include removal offsite and disposal costs, including the costs of securing outside disposal sites as needed and shall be incidental to the price bid per acre and per each.

<u>Grubbing (MnDOT 2101)</u>: Payment for grubbing shall include removal offsite and disposal costs, including the costs of securing outside disposal sites as needed and shall be incidental to the price bid per acre and per each.

Temporary seeding/soil cover is incidental to the project.

Traffic control, if required, shall be incidental. The cost of any additional labor, tools, materials and supplies not specifically identified in this section to complete the project shall be considered incidental to the project.

- 16.<u>Local Traffic</u>: The work shall be scheduled in a manner such that local vehicle traffic is maintained at all times. The Contractor shall split construction on the project, by segments of the project, so that traffic is maintained in a safe and assured manner. The Contractor may close the street to through traffic on a temporary basis, upon approval of the signing and alternative routes by the Engineer.
- 17. <u>Working Hours</u>: The work shall be carried out between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday in accordance with local ordinance and so as not to cause an unreasonable nuisance to affected residents.
- 18. <u>Safety and Health Regulations for Construction</u>: It shall be the Contractor's responsibility to comply with the Occupational Safety and Health Standards of the United States Department of Labor pursuant to the Williams-Steiger Occupational Safety Act of 1970. The Department of Labor, Chapter XVII of Title 29, Code of Federal Regulations, CFR, Part 1910 (formerly Chapter XIII of Title 29, CFR, part 1518).
- 19. <u>Completion</u>: The work shall be completed by May 31, 2022. Liquidated damages as set forth in the contract provisions will be assessed for each consecutive calendar day of delay in the completion of the work not excusable as provided in the contract provisions.

#### **<u>REQUEST FOR PROPOSAL</u> <u>NOTICE TO CONTRACTORS</u>**

Sealed bids will be received and publicly opened by the City of Ham Lake, Anoka County, Minnesota at the office of the City Clerk, on the 3<sup>rd</sup> day of March 2022, at 11:00 A.M. for the furnishing of work and material for the City of Ham Lake 2022 Tree Removal Project.

The project consists of the following approximate quantities at each site:

Polk Street:

0.6 acres clearing 0.6 acres grubbing 10 each clearing 10 each grubbing

**Tippecanoe Street:** 

0.2 acres clearing0.2 acres grubbing44 each clearing44 each grubbing

Meadow Park Development:

0.9 acres clearing0.9 acres grubbing99 each clearing99 each grubbing

Creek Valley Development:

0.1 acres clearing 0.1 acres grubbing 112 each clearing 112 each grubbing

All in accordance with plans and specifications prepared for the City of Ham Lake, Minnesota, by RFC Engineering, Inc., Consulting Engineers, 13635 Johnson Street, Ham Lake, Minnesota, 55304, telephone 763-862-8000.

Plans and specifications may be examined at the office of the City Clerk and copies may be obtained from the Engineers. Bids must be made on the basis of cash payment for the work accompanied by a cash basis, a certified check (from a responsible bank in the State of Minnesota), or a bidder's bond and made payable without condition to the City of Ham Lake, Minnesota, in an amount of not less than five percent (5%) of the total amount of the bid.

The City Council reserves the right to reject any and all bids and to waive any informality in any bids received without explanation.

No bid may be withdrawn for a period of forty-five (45) days after the actual date of the bid opening.

By order of the City Council of the City of Ham Lake, Minnesota.

Dated this 7<sup>th</sup> day of February 2022.

Denise Webster, City Clerk City of Ham Lake

#### 2022 Tree Removal Project Bid City of Ham Lake

DATE: Bids due on or before the 3<sup>rd</sup> day of March 2022, 11:00 A.M.

 BIDDER:
 Proposal of \_\_\_\_\_\_

 (hereinafter called "Bidder") \* a corporation, organized and existing under the laws of the State of Minnesota \_\_\_\_\_\_, a partnership, or an individual doing business

as \_\_\_\_\_.

TO: Mayor and Councilmembers City of Ham Lake c/o Denise Webster, City Clerk 15544 Central Avenue NE Ham Lake, Minnesota 55304

Mayor and Council Members:

The bidder, in compliance with your invitation for bids for the construction of the **City of Ham Lake 2022 Tree Removal Project**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed projects including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the projects in accordance with the contract documents within the time set forth therein and at the prices stated below.

\*Insert Corporation, Partnership or Individual, as applicable.

#### 2022 Tree Removal Project Bid City of Ham Lake

These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is a part. This work is to be performed in strict accordance with the Plans and Services Contract for the 2022 Tree Removal Project, including addenda numbered \_\_\_\_\_, \_\_\_\_, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

<u>ITEM NO.</u> 2101.505 2101.502 2101.505 2101.502	ITEM Clearing-Polk Street Clearing-Polk Street Grubbing-Polk Street Grubbing-Polk Street	EST. QUANTITY 0.6 ACRES 10 EACH 0.6 ACRES 10 EACH	UNIT PRICE \$/ACRE \$/EACH \$/ACRE \$/EACH	EXTENSION \$ \$ \$ \$ \$ \$
		SUBTOTAL		\$
<u>ITEM NO.</u> 2101.505 2101.502 2101.505 2101.502	<u>ITEM</u> Clearing-Tippecanoe Street Clearing- Tippecanoe Street Grubbing- Tippecanoe Street Grubbing- Tippecanoe Street	EST. QUANTITY 0.2 ACRES 44 EACH 0.2 ACRES 44 EACH	UNIT PRICE \$/ACRE \$/EACH \$/ACRE \$/EACH	EXTENSION \$ \$ \$ \$ \$
		SUBTOTAL		\$
<u>ITEM NO.</u> 2101.505 2101.502 2101.505 2101.502	ITEM Clearing-Meadow Park Development Clearing- Meadow Park Development Grubbing- Meadow Park Development Grubbing- Meadow Park Development	EST. QUANTITY 0.9 ACRES 99 EACH 0.9 ACRES 99 EACH	UNIT PRICE \$/ACRE \$/EACH \$/ACRE \$/EACH	EXTENSION \$ \$ \$ \$ \$
		SUBTOTAL		\$
<u>ITEM NO.</u> 2101.505	<u>ITEM</u> Clearing – Creek Valley Development	<u>EST. QUANTITY</u> 0.1 ACRES	<u>UNIT PRICE</u> \$/ACRE	EXTENSION \$
2101.502	Clearing – Creek Valley Development	112 EACH	\$/EACH	\$
2101.505	Grubbing - Creek Valley Development	0.1 ACRES	\$/ACRE	\$
2101.502	Grubbing-Creek Valley Development	112 EACH	\$/EACH	\$
		SUBTOTAL		\$

TOTAL

\$\_\_\_\_\_

The bidder hereby agrees to enter into a contract within three (3) days after acceptance of this Proposal, and further agrees to fully complete the project covered by this Proposal by May 31, 2022. The bidder understands that the City reserves the right to reject any or all bids and to waive any formalities in the bidding.

Respectfully submitted,

Ву \_\_\_

(Name)

(Business name)

(Business address)

(Business City and State address)

(Telephone Number)

(SEAL - If bid is by a corporation)

#### **AGREEMENT**

This Contract Agreement made and entered into this \_\_\_\_\_ day of March 2022 by and between the City of Ham Lake, party of the first part, hereinafter referred to as the Owner, and \_\_\_\_\_\_, party of the second part, hereinafter referred to as the Contractor.

WHEREAS, the Owner has heretofore asked for Proposals for the furnishing of materials, labor and equipment and the use of the Contractor's equipment and plant, and all else necessary to complete and to put the entire system in complete working condition, for the City of Ham Lake 2022 Tree Removal Project, and appurtenances and incidentals thereto, as shown on the Plans and as set forth in the Specifications now on file with the Owner, and that,

WHEREAS, the Contractor has submitted a Proposal in response thereto, which has been accepted by the Owner, in which the Contractor agrees to and shall furnish all necessary materials, labor, use of tools, equipment and plant and everything necessary to perform the work designated and set forth in the Contract, including all Contractor's superintendence, and to furnish everything necessary for the completion of the project and to put the entire system into complete working condition.

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor shall commence work under this contract on a date acceptable to both parties and he shall complete all of the work under this Contract as follows: All work shall be completed by May 31, 2022.

THIS AGREEMENT FURTHER WITNESSETH, that the Contract Documents consist of the following component parts, all of which are as full a part of this Contract as though herein stated verbatim, or if not attached, as if hereto attached:

- 1. Notice to Contractors
- 2. Proposal
- 3. Bid Bond
- 4. Agreement
- 5. Instructions and Information for Bidders
- 6. Construction Specifications
- 7. Drawings
- 8. Performance/Payment Bond
- 9. Notice of Award
- 10. Change Order

#### Non-Discrimination Clause

The provisions of Minnesota Statutes Chapter 181.59 relating to discrimination in employment, and the civil and criminal sanctions for violation, are adopted hereby for reference as if fully set forth herein. The Contractor agrees to be bound by the non-discrimination provisions and to be subject to the criminal and civil sanctions of Minnesota Statutes Chapter 181.59 for violation of this clause.

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor agrees to pay all persons furnishing labor and material in and about the performance of this Contract; and the Contractor will, within ten (10) days after the acceptance of the Contractor's Bid, execute this Contract and furnish a bond to be approved by the Owner in a sum equal to 100 percent of the full amount of the Bid. The Contractor further agrees to take all precautions to protect the public against injury and to save the Owner harmless from all damages and claims of the Contractor or the Contractor's Agents or Employees while engaged in the performance of this Contract and will indemnify the Owner against all claims, liens and claims for liens for labor performed or material furnished as aforesaid and against all loss by reason of the failure of the Contractor in any respect to fully perform all obligations of this Contract.

THIS AGREEMENT FURTHER WITNESSETH, that the Owner agrees to pay the Contractor for the performance of this Contract, and the Contractor agrees to accept in full compensation thereof the prices set forth within the Proposal.

The Contractor and the Owner agree that all of the terms of this Contract shall be binding upon themselves, their heirs, administrator, executors, legal and personal representatives, successors and assigns.

This Contract is entered into under and pursuant to the laws of the State of Minnesota and shall in all respects be construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_\_ 2022, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

	Owner	
Witness	Ву	Title
Witness	BARTY OF T	Title
Witness	Contractor	HE SECOND PART
Witness	Ву	Title

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF MINNESOTA	
COUNTY OF	
On this day of	, 2022, before me personally appeared
and who executed the above instrume	to me known and known to me to be the individual(s) described in ent and _he acknowledged to me that _he executed the same.
	Notary Public
	CORPORATION ACKNOWLEDGMENT
STATE OF MINNESOTA COUNTY OF	
On this day of	, 2022, before me personally appeared
he is the	to me known, who being by me duly sworn, did depose and say the
he is the	to me known, who being by me duly sworn, did depose and say tha of
he is the	of the corporation described in
he is the and which executed the above instrum	to me known, who being by me duly sworn, did depose and say tha of
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he is the	ofthe corporation described in ment; that he knows the seal of said corporation, affixed by order of the Board of t he signed his name thereto by like order. 
he is the	
he is the	

Notary Public

£

#### SERVICES CONTRACT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the CITY OF HAM LAKE, a political subdivision ("CITY") and \_\_\_\_\_ ("CONTRACTOR");

#### RECITALS

CITY has awarded to CONTRACTOR the job described below:

Description of project: Tree and Stump Removal, Clearing and Grubbing, including labor, materials, mobilization and removal/disposal of trees/stumps/rots on the following projects: A. Polk Street: Road upgrade with new stormwater pond between 325' north of Constance Boulevard (CR60) to 165<sup>th</sup> Avenue NE as shown in bold configuration on hereto attached Exhibit B (one page). This project comprises of 0.6 acres of clearing and grubbing and 10 tree and stump removals.

B. Tippecanoe Street: Reconstruction of Tippecanoe Street NE from Constance Boulevard (CR60) south to the southerly cul-de-sac as shown in bold configuration on hereto attached Exhibit C (one page). This project comprises of 0.2 acres of clearing and grubbing and 44 tree and stump removals.

C. Meadow Park Development: Reconstruction of Meadow Park north of Constance Boulevard (CR60) as shown in bold configuration on hereto attached Exhibit D (two pages). This project comprises of 0.9 acres of clearing and grubbing and 99 tree and stump removals.

D. Creek Valley Development: Reconstruction of Creek Valley as shown in bold configuration on hereto attached Exhibit E (two pages). This project comprises of 0.1 acres of clearing and grubbing and 112 tree and stump removals.

1. <u>Contract Performance</u>: CONTRACTOR shall complete performance of the PROJECT in accord with the Removal Plan for Polk Street NE north of Constance Boulevard (CR60) (one

page) hereto attached as Exhibit B, Tippecanoe Street NE south of Constance Boulevard (CR60) (one page) hereto attached as Exhibit C, Meadow Park Development north of Constance Boulevard (CR60) (two pages) hereto attached as Exhibit D, and Creek Valley Development (two pages) hereto attached as Exhibit E which shall be a part of this agreement as if fully set forth. The scope of services involves clearing and grubbing all trees within the areas designated on Exhibits B, C, D, and E. CONTRACTOR is also required to properly transport and dispose of all removed vegetation. CONTRACTOR shall also comply with Ham Lake ordinance 11-1400.4 regarding oak trees to be removed.

2. Compliance with Applicable Regulations: CONTRACTOR shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices, payment of all required withholding taxes, workers' compensation and unemployment compensation insurance, liability insurance, OSHA or other safety rules and regulations, construction practices, environmental practices, wetland protection measures, vehicular safety and/or weight restrictions, refuse disposal practices, and notices to employees, whether or not such rules, regulations, statutes or ordinances are set forth or adopted by reference in the Submission Requirements herein. Pursuant to Laws of Minnesota 1995, Chapter 31, if CONTRACTOR shall fail to pay any subcontractor hired by CONTRACTOR under this project within 10 days after CONTRACTOR receives payment from CITY for work for which CONTRACTOR is liable to any subcontractor, CONTRACTOR shall be liable to the subcontractor for interest on the unpaid balance, at the rate of 1.5 per cent per month. Any subcontractor aggrieved by CONTRACTOR'S failure to remit payment to the subcontractor shall, for the purpose of enforcement, be considered a third-party beneficiary of this contract. However, nothing in this contract shall be deemed to impose upon CITY any duty to monitor, enforce or otherwise become involved in payments from CONTRACTOR to any subcontractor.

3. <u>Indemnification</u>: CONTRACTOR shall indemnify and save harmless CITY from any liability arising out of CONTRACTOR'S failure to observe compliance with Paragraph 2 above, specifically including, without limitation, liability arising out of the improper disposal or storage of any hazardous waste by CONTRACTOR or any entity hired or used by CONTRACTOR for such disposal.

4. <u>Warranty of Workmanship and Timely Completion</u>: In addition to any warranty which might be a part of the Plans and Specifications, CONTRACTOR warrants that all work completed in connection with the PROJECT shall be done in a workmanlike and timely manner in accord with applicable industry standards. Where materials are being furnished by CONTRACTOR, CONTRACTOR warrants that all materials will be of good quality and suited for the purpose for which they are intended.

#### 5. Compliance with Statutory Requirements:

A. <u>Data Practices Compliance</u>: Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirement of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City.

B. <u>Worker's Compensation</u>: Contractor shall, at the time of execution of this contract, furnish evidence satisfactory to the City that Contractor maintains or is exempt

from maintaining Worker's Compensation coverage, pursuant to Minnesota Statutes Chapter 176.182.

C. <u>Income Tax Withholding</u>: Prior to the time of final payment of any amounts owing to Contractor under this agreement, Contractor shall furnish a copy of Form IC-134, certified by the Minnesota Department of Revenue, documenting that all withholding tax requirements have been observed by Contractor.

D. <u>Audit</u>: Pursuant to Minnesota Statutes Chapter 16C.05 (subd. 5), the books and records of Contractor which are relevant to the services being performed under this Contract shall be subject to inspection in accord with said statute, for a period of six years from the date of final payment hereunder.

#### 6. Performance and Payment Security (Check One):

Contractor is not required to post any performance and payment security as a condition of this Contract by reason of the fact that the contract amount is for less than \$75,000.00, and City is not requiring performance security.

Contractor is required to post performance and payment security acceptable to the City, even though the contract price is less than \$75,000.00.

\_\_\_\_\_ Contractor is required to post performance and payment security because the contract price is more than \$75,000.00.

Note: Regardless of which option above is checked, if performance and payment security is required, the security shall meet that standards outlined in Minnesota Statutes Chapter 574.26.

 Notices. Any notice which is or should be required to be given to CONTRACTOR shall be sufficient if addressed as follows, and deposited, postage prepaid, in the regular United States Mail. Notice shall be deemed to have been received on the third business day following the postmark:

As to City:	ATTN:	Denise Webster, City Clerk City of Ham Lake 15544 Central Avenue NE Ham Lake, MN 55304
With a copy to:		Tom Collins, City Engineer RFC Engineering, Inc. 13635 Johnson Street NE Ham Lake, MN 55304

8. <u>Payment</u>: City shall remit to Contractor an amount to not exceed \$\_\_\_\_\_\_ representing payment in full, within 30 days of receiving invoice, and assuming that Contractor has fully complied with all of the terms of this agreement, completing the project by May 13, 2022 in a timely and compliant manner.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above written.

CITY OF HAM LAKE

CONTRACTOR

By\_\_\_\_\_

Mayor

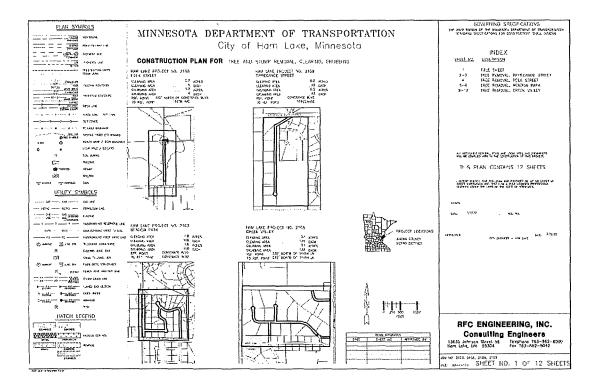
Ву\_\_\_\_\_

Its

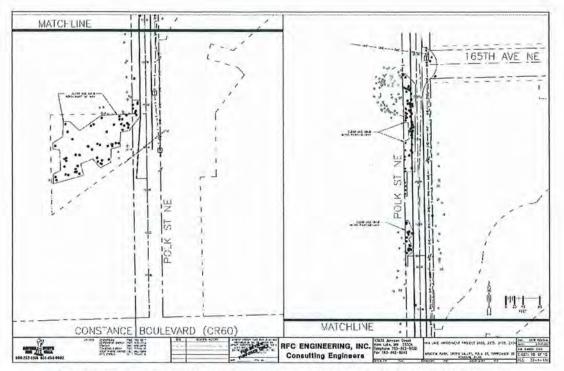
By\_

Clerk

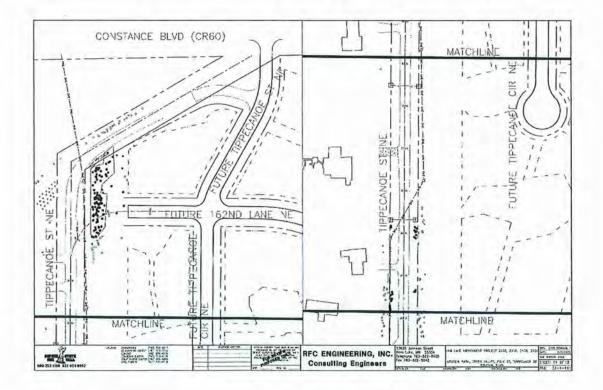
#### **EXHIBIT A: DEPICTION OF ROAD PROJECTS**



**EXHIBIT B: POLK ST NE CLEARING & GRUBBING LIMIT** 



**EXHIBIT C: TIPPECANOE ST NE CLEARING & GRUBBING LIMITS** 



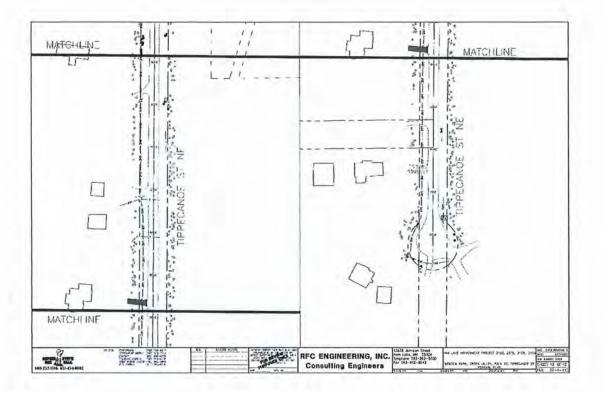
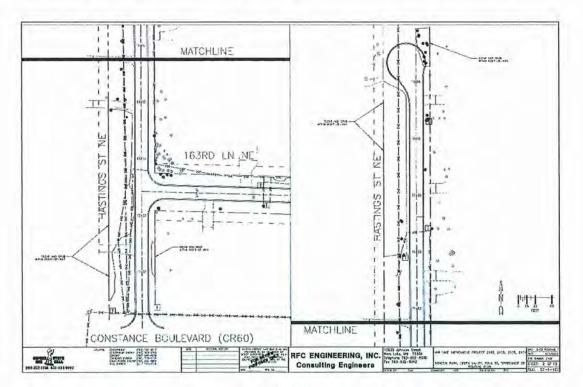
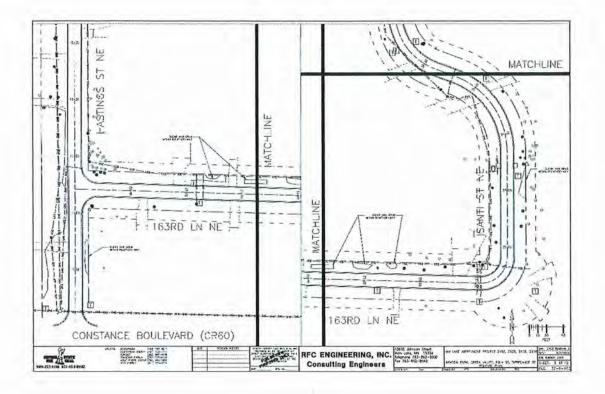
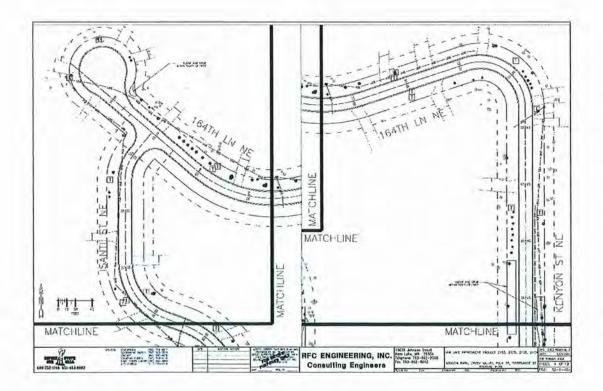


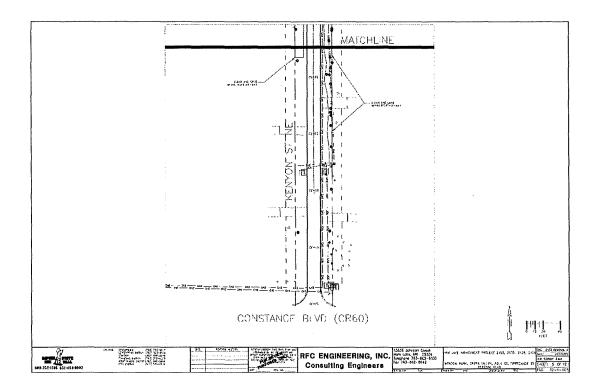
EXHIBIT D: MEADOW PARK CLEARING & GRUBBING LIMITS



8 of 12

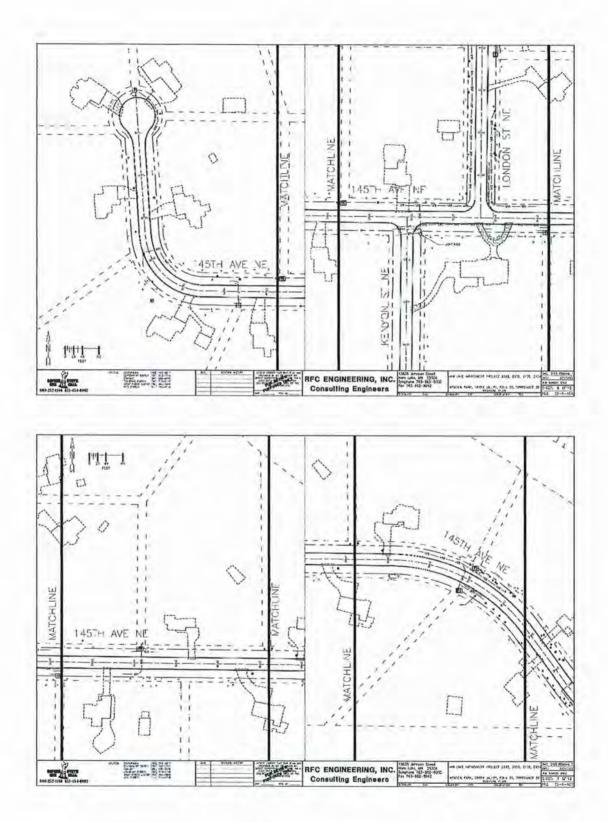


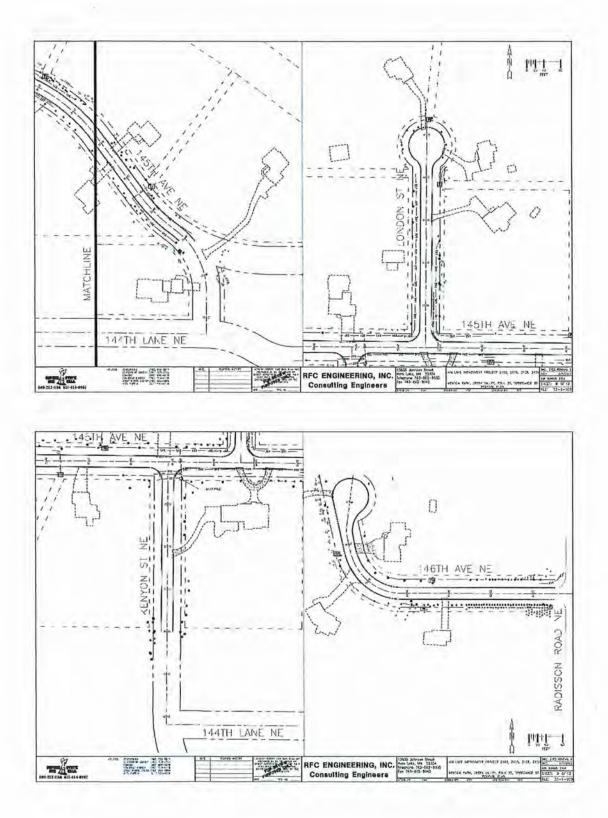


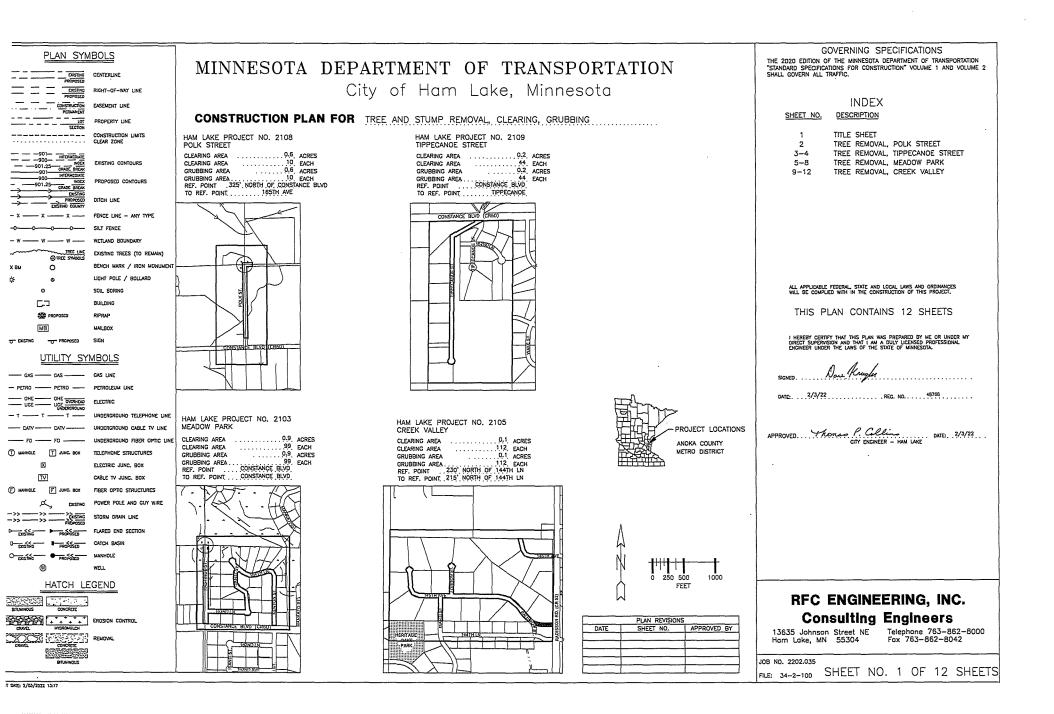


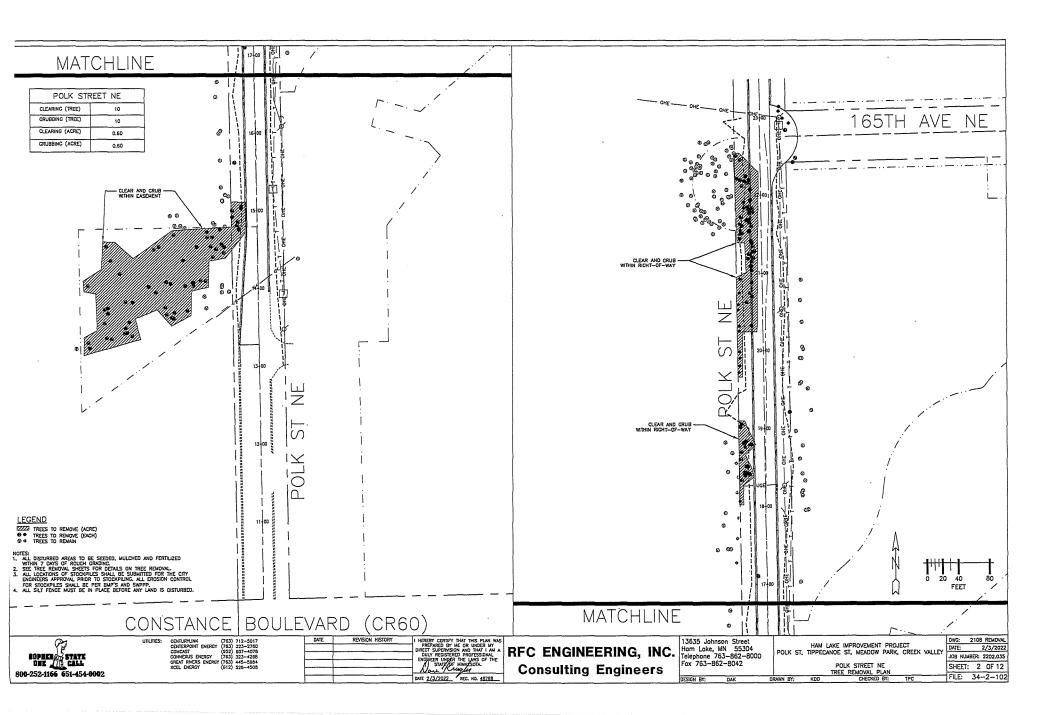
### EXHIBIT E: CREEK VALLEY CLEARING & GRUBBING LIMITS

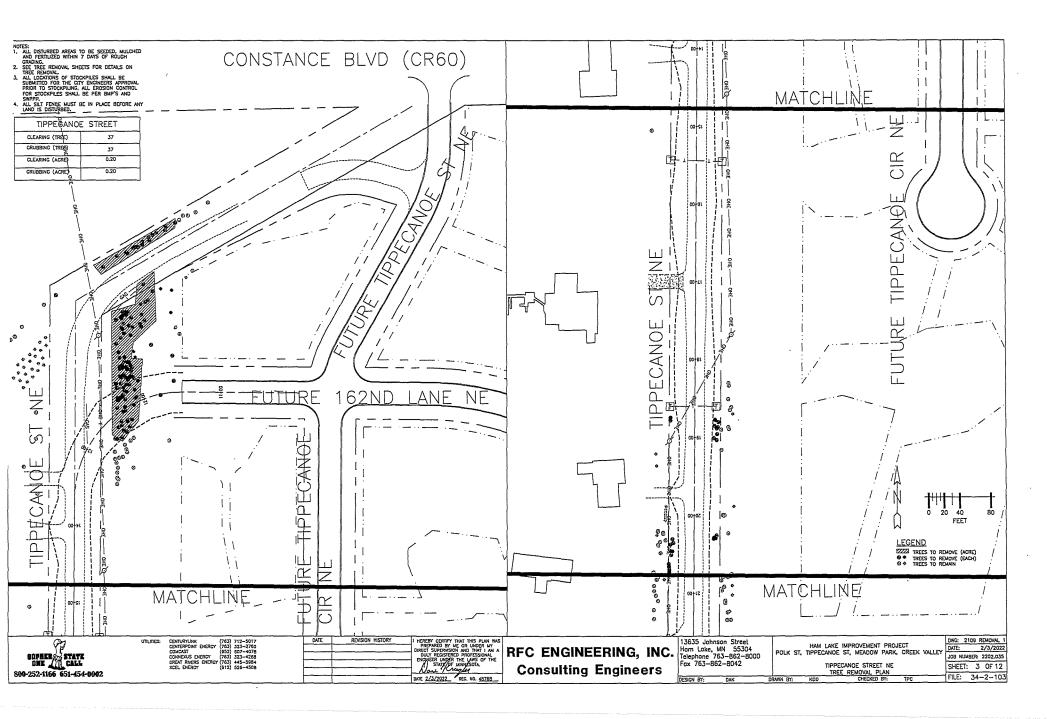
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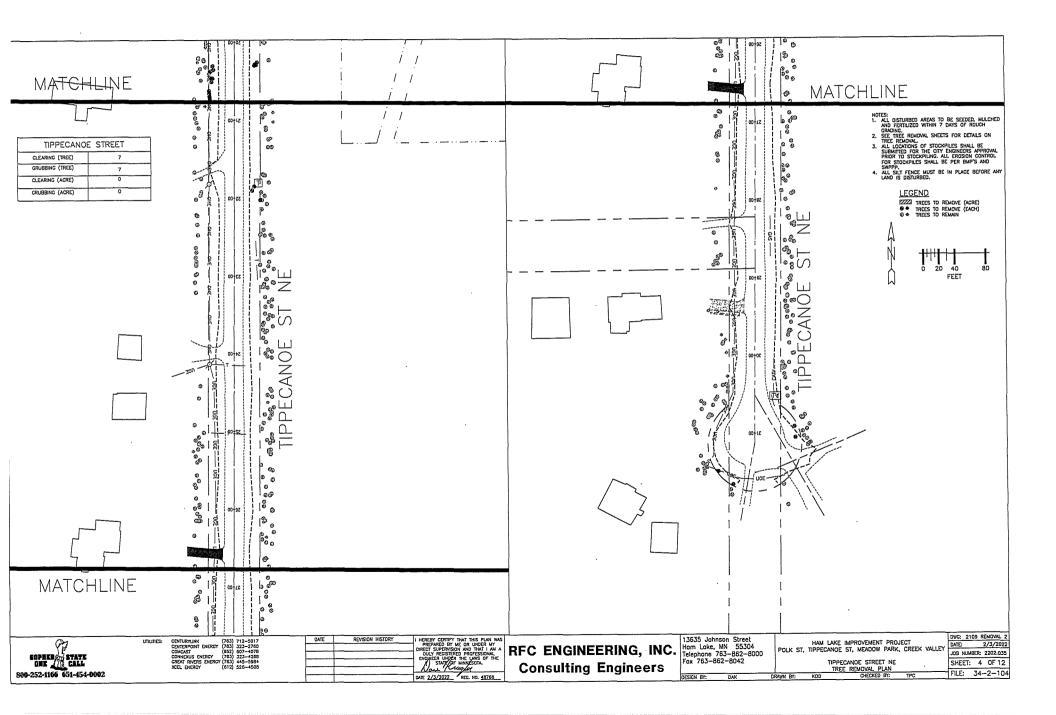


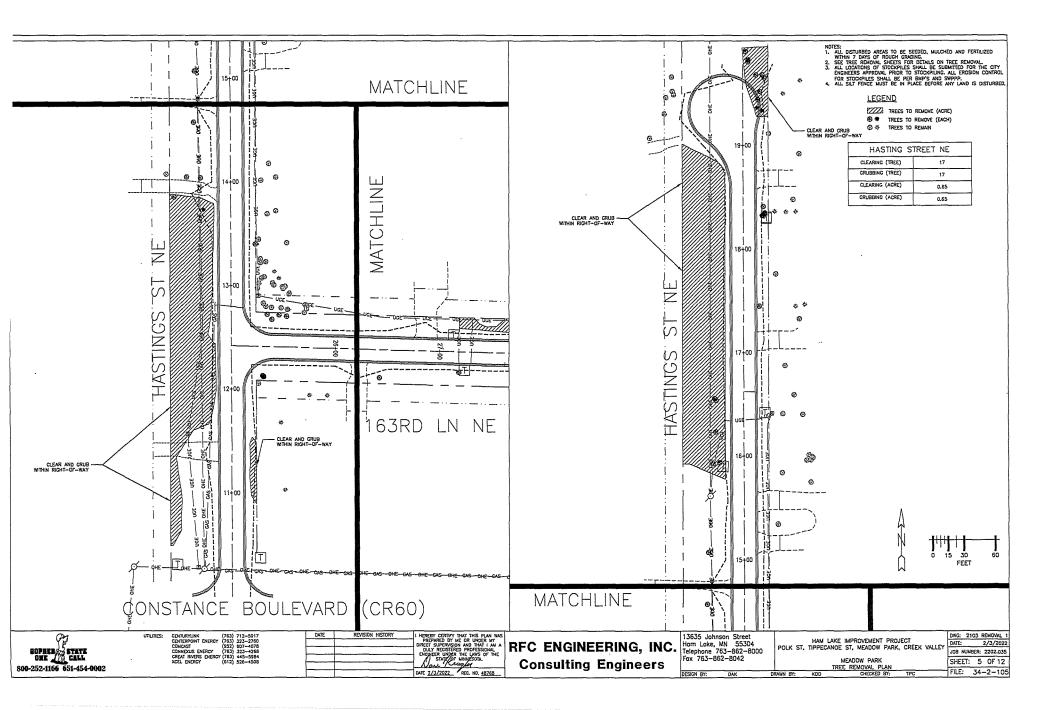


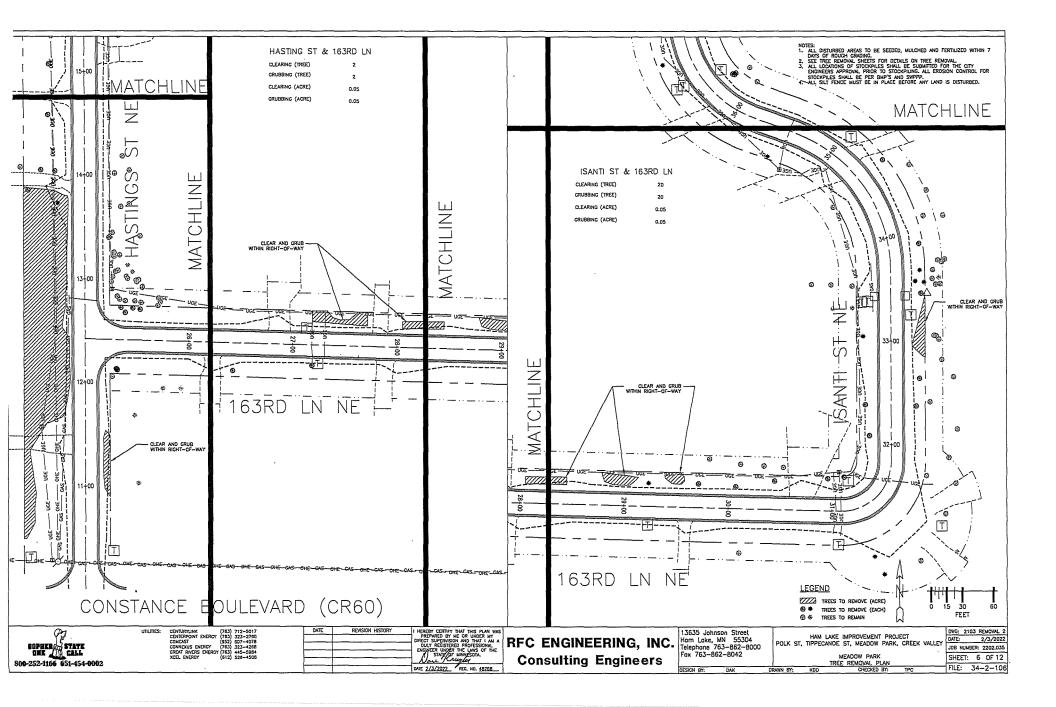




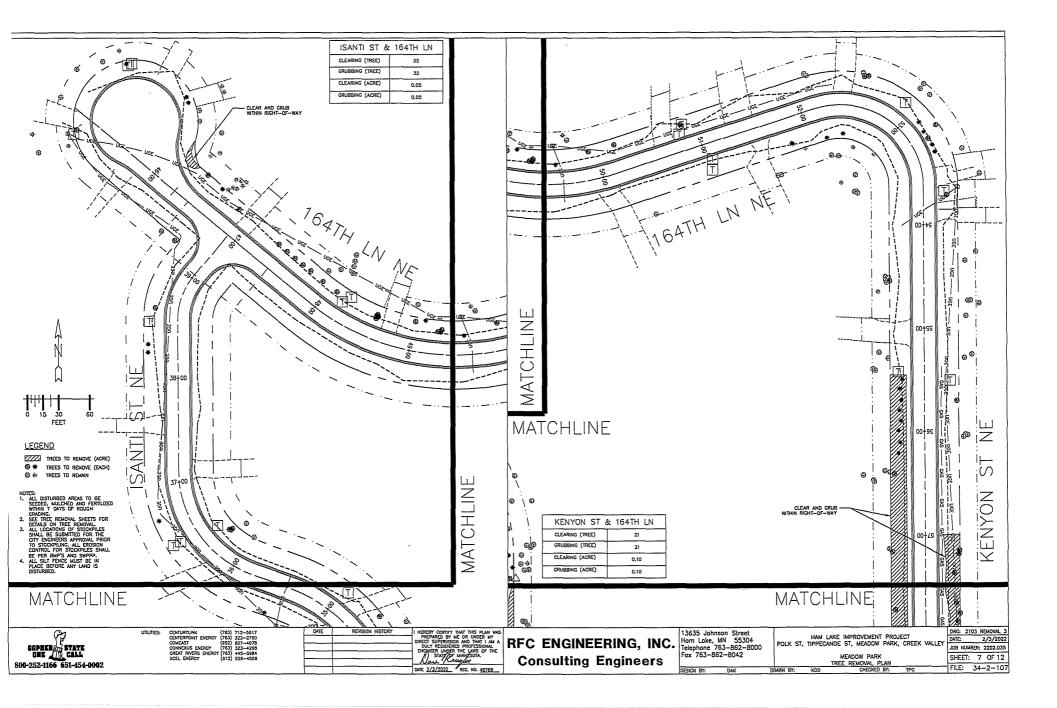


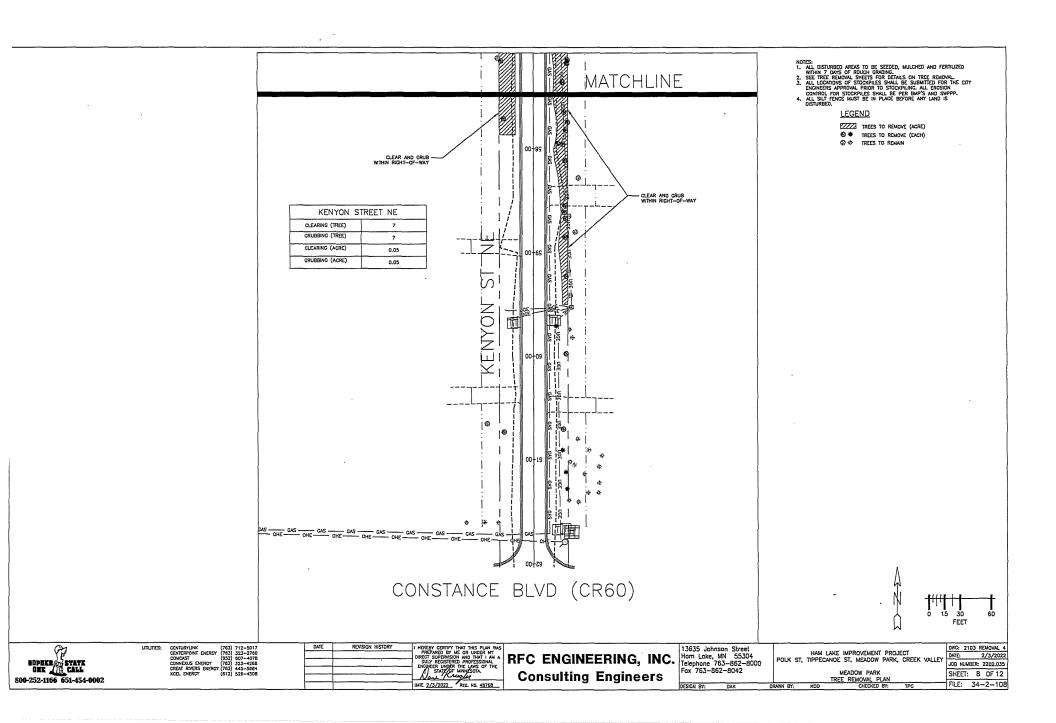


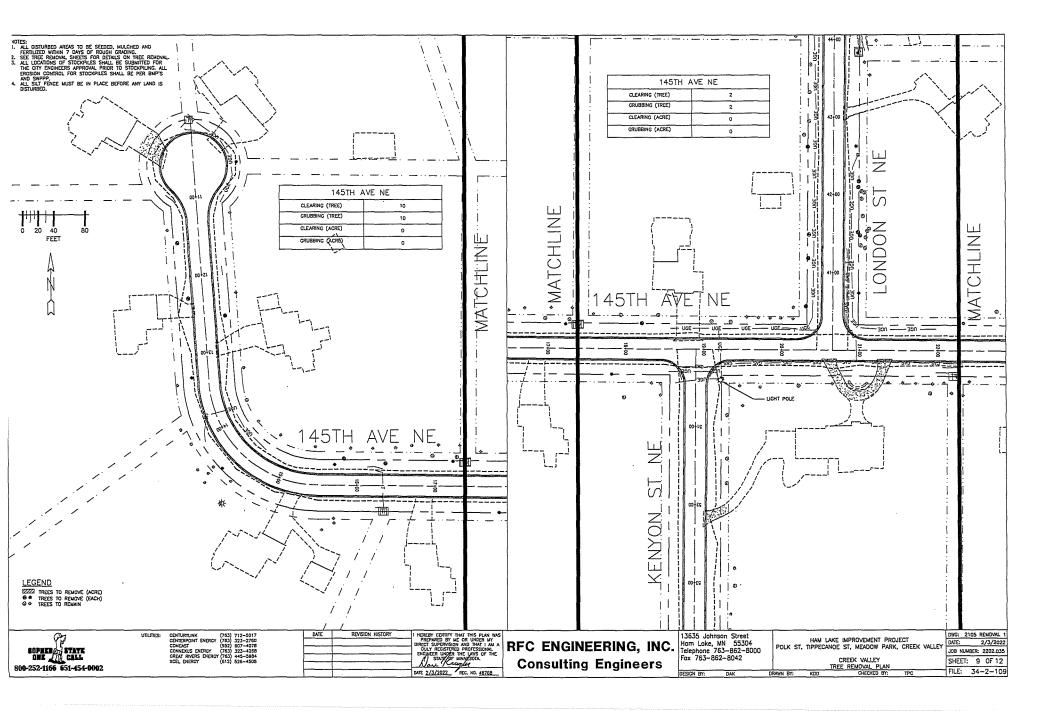


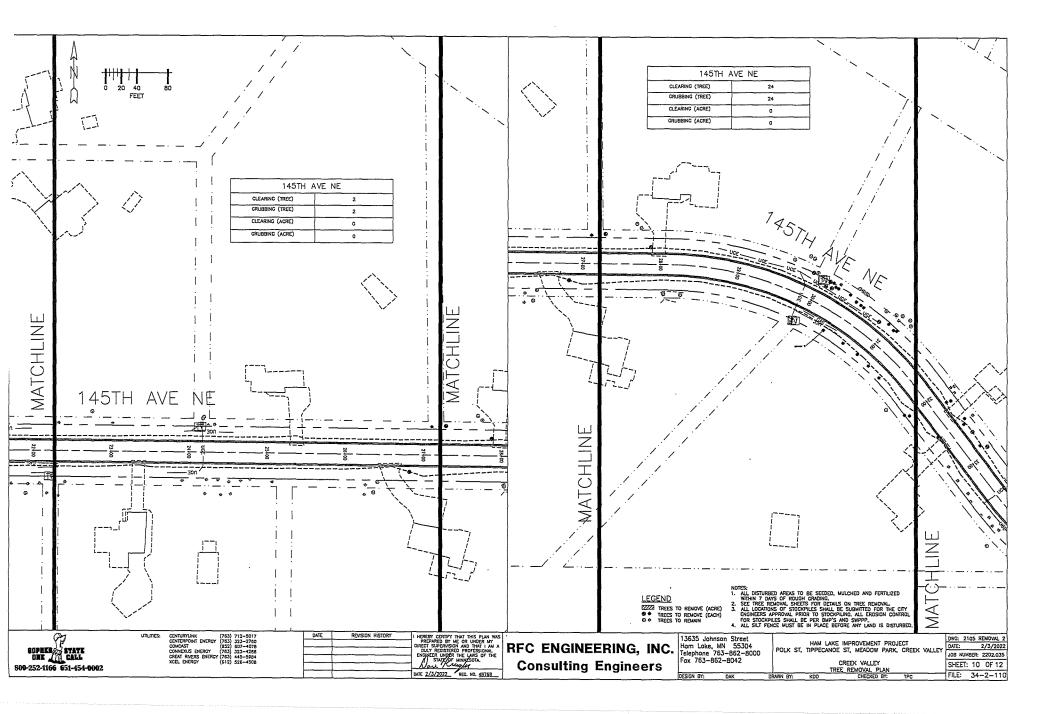


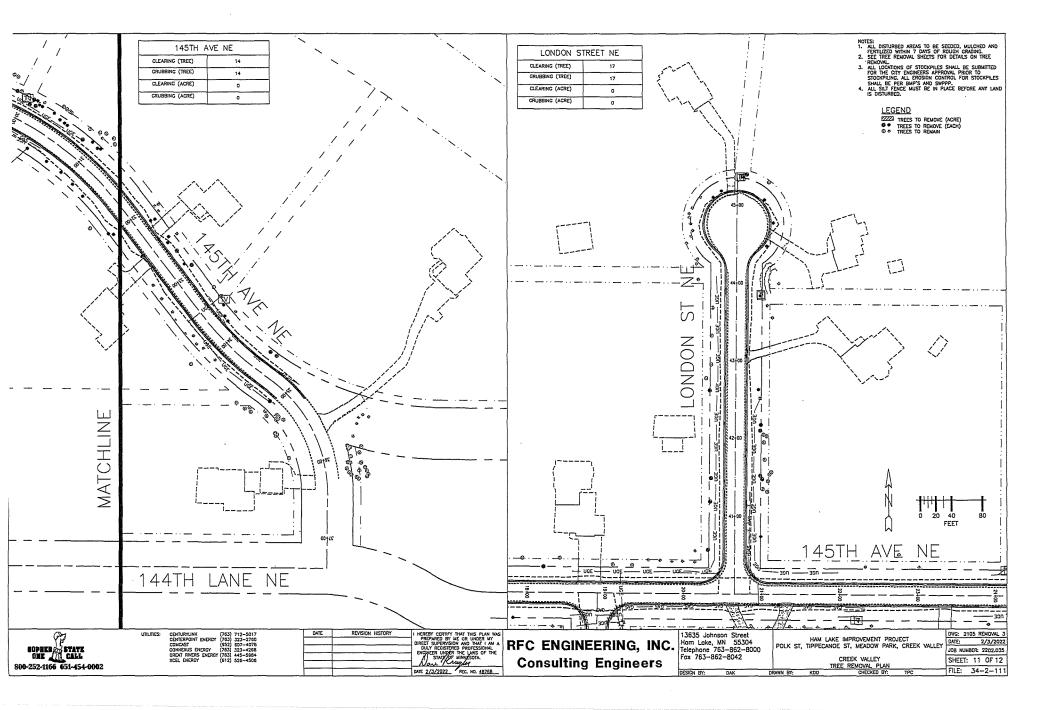
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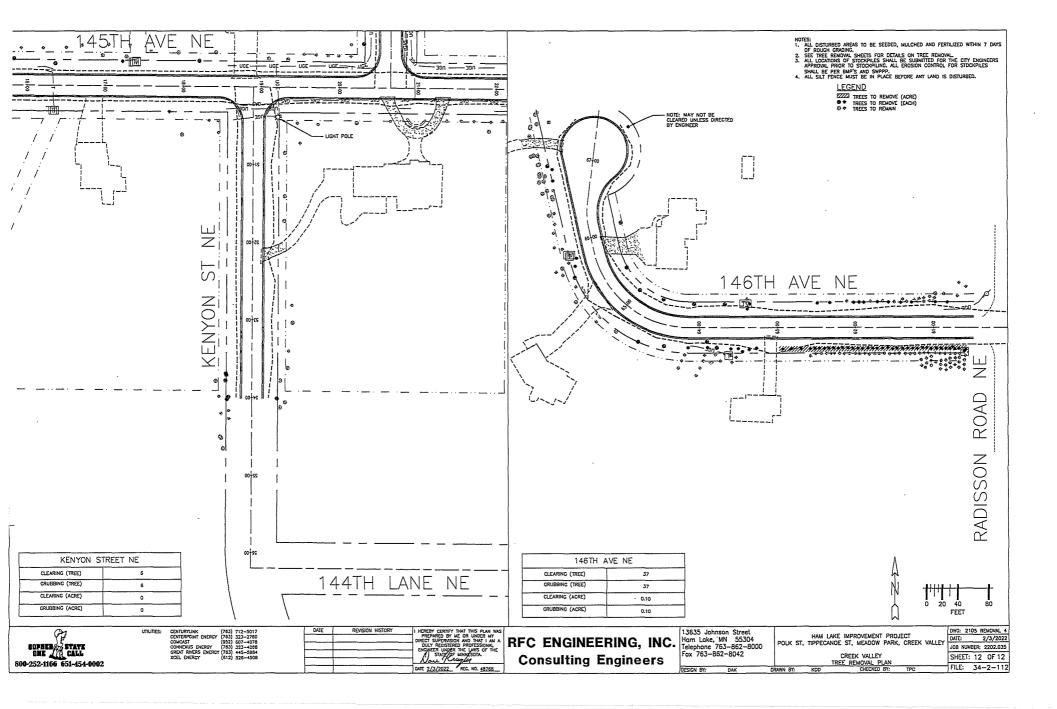














### CITY OF HAM LAKE STAFF REPORT

To: Mayor and Councilmembers

From: Denise Webster, City Administrator

Subject: 2022 SafeAssure Contract

**Introduction/Discussion:** The City of Ham Lake has contracted with SafeAssure since 2008 to provide safety training and assistance in meeting the requirements of OSHA laws. The cities of Oak Grove, East Bethel, Nowthen, and Bethel also participate in this training program which gives our employers greater flexibility in attending the annual training session and other training opportunities. SafeAssure rotates the location of the training for Public Works employees among the participating cities.

We have found this program to be a benefit for all departments, but especially for the Public Works employees who are now getting regular safety training. SafeAssure also completes an annual "Simulated" OSHA inspection of all City buildings, and they provide other assistance and reminders of required programs and reporting deadlines.

Following are Service Agreement fees from 2020 and 2021; along with the proposed 2022 fee:

2020 \$3,997.75 2021 \$4,077.70 2022 \$4,159.26

Recommendation: I recommend approval of the 2022 Contract with SafeAssure for safety training.

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have <u>documented proof</u> of employee training and <u>written procedures</u> for certain specific standards. **The attached addendum and training schedule** <u>clarify</u> written and training requirements.

The required standards that apply to The City of Ham Lake are listed below:

### A.W.A.I.R.

#### MN Statute 182.653

"An employer covered by this section must establish a <u>written</u> Work-place Accident & Injury program that promotes safe & healthful working conditions".

# EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in <u>writing</u> and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

### **CONTROL OF HAZARDOUS ENERGY**

### 29 CFR 1910.147 &

#### MN Statute 5207.0600

"Procedures shall be <u>developed</u>, <u>documented & utilized</u> for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

#### HAZARD COMMUNICATIONS

#### 29 CFR 1910.1200 &

#### MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a <u>written</u> hazard communication program for the workplace..."

#### **RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES 29 CFR 1904**

"Each employer shall <u>maintain</u> in each establishment a log and summary of all occupational injuries and illnesses for that establishment..........."

# CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program......

### **RESPIRATORY PROTECTION**

#### 29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

## OCCUPATIONAL NOISE EXPOSURE

#### 29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

### **BLOODBORNE PATHOGENS**

### 29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

### **POWERED INDUSTRIAL TRUCKS**

#### 29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks". GENERAL DUTY CLAUSE

#### PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

# PERSONAL PROTECTIVE EQUIPMENT

#### 1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

# OVERHEAD CRANES 1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(i)(b) of this section, depending upon its activity.....

# ERGONOMICS

### 29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

#### MOBILE EARTHMOVING EQUIPMENT MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions. In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts. (Subparts represent multiple standards)

# 1910 Subparts

- Subpart D Walking Working Surfaces
- Subpart E Means of Egress
- Subpart F Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
- Subpart G Occupational Health and Environmental Control
- Subpart H Hazardous Materials
- Subpart I Personal Protective Equipment
- Subpart J General Environmental Controls
- Subpart K Medical and First Aid
- Subpart L Fire Protection
- Subpart M Compressed Gas and Compressed Air Equipment
- Subpart N Materials Handling and Storage
- Subpart O Machinery and Machine Guarding
- Subpart P Hand and Portable Powered Tools and Other Hand-Held Equipment.
- Subpart Q Welding, Cutting, and Brazing.

Subpart S - Electrical

Subpart Z - Toxic and Hazardous Substances

## **1926 Subparts**

- Subpart C General Safety and Health Provisions
- Subpart D Occupational Health and Environmental Controls
- Subpart E Personal Protective and Life Saving Equipment
- Subpart F Fire Protection and Prevention
- Subpart G Signs, Signals, and Barricades
- Subpart H Materials Handling, Storage, Use, and Disposal
- Subpart I Tools Hand and Power
- Subpart J Welding and Cutting
- Subpart K Electrical
- Subpart L Scaffolds
- Subpart M Fall Protection
- Subpart N Cranes, Derricks, Hoists, Elevators, and Conveyors
- Subpart O Motor Vehicles, Mechanized Equipment, and Marine Operations
- Subpart P Excavations
- Subpart V Power Transmission and Distribution
- Subpart W Rollover Protective Structures; Overhead Protection
- Subpart X Stairways and Ladders
- Subpart Z Toxic and Hazardous Substances
- Applicable MN OSHA 5205 Rules
- Applicable MN OSHA 5207 Rules
- Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum <u>do not</u> include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Ham Lake to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

<u>All documents and classroom training</u> produced by SafeAssure Consultants for The City of Ham Lake are for the sole and express use by The City of Ham Lake and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior <u>written approval</u> of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to The City of Ham Lake.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Ham Lake should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

### ADDENDUM SAFETY PROGRAM RECOMMENDATIONS The City of Ham Lake

## Written Programs & Training

# A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

## **Employee Right to Know/Hazard Communication**

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDS Online database

## Lock Out/Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

### **Emergency Action Plan**

- review/modify or write site specific program
- documented training of all personnel

### **Respiratory Protection**

- review/modify or write site specific program
- documented training of all personnel

## **Bloodborne Pathogens**

- review/modify or write site specific program
- documented training of all personnel

## **Cranes-Chains-Slings**

- review/modify or write site specific program
- documented training of all personnel (inspections)

# Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

## **Personal Protective Equipment**

- review/modify or write site specific program
- documented training of all personnel

## **Confined Space**

- review/modify or write site specific program
- documented training of all personal

### Powered Industrial Trucks/Forklifts

- review/modify or write site specific program
- documented training of all personnel
- testing and licensing

### **Ergonomics**

- review/modify or write site specific program
- documented training of all personnel
  - o job hazards-recognition
  - o control steps
  - o reporting
  - o management leadership requirements
  - o employee participation requirements

### **Mobile Earthmoving Equipment**

- review/modify or write site specific program
- documented training of all personal

### **General Safety Requirements**

- review/modify or write site specific program
- documented training of all personnel

### The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO2 testing in shops with 5 or more vehicle capacity)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

# **Service Agreement**

THIS AGREEMENT is made this first day of March 2022 between The City of Ham Lake, Ham Lake, Minnesota, herein referred to as The City of Ham Lake and SafeAssure Consultants, Inc. 7505 93<sup>rd</sup> Ave NE, Spicer, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, The City of Ham Lake (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum** of **\$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Harford" insurance companies.

SafeAssure further agrees that The City of Ham Lake will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Ham Lake, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless The City of Ham Lake, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Ham Lake, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

**In consideration** of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Ham Lake, the aforementioned features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, providing scheduled classroom-training sessions, writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Ham Lake.

ANNUAL SERVICE AGREEMENT		\$	4,159.26
MSDS ON-LINE SERVICES		\$	included
	ANNUAL	\$ ·	4,159.26

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

> X\_\_\_\_\_ The City of Ham Lake X\_\_\_\_\_ The City of Ham Lake

020122

SafeAssure Consultants, Inc.

#### **ORDINANCE NO. 22-XX**

An Ordinance Amending ARTICLE 3 – MORALS AND CONDUCT, to regulate the sale, purchase, and possession of catalytic converters.

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

ARTICLE 3 – MORALS AND CONDUCT of the Ham Lake City Code is hereby amended as indicated in the following sections:

#### **<u>3-700 Catalytic Converters</u>**

#### 3-710 Sale of catalytic converters

No person or business may sell a used catalytic converter that is not attached to a vehicle. This section does not apply to a bona fide automobile repair garage or used auto parts dealer, whose license permits the installation, replacement, maintenance, or removal of catalytic converters.

#### **3-720** Purchase of catalytic converters

No person or business may purchase a used catalytic converter that is not attached to a vehicle unless the seller is a licensed business, whose license permits the installation, replacement, maintenance, or removal of catalytic converters.

#### **3-730 Possession of catalytic converters**

No person shall be in possession of a catalytic converter that does not belong to a vehicle owned by the individual in possession of the catalytic converter, or that the individual cannot provide verification of legal receipt of the catalytic converter from the vehicle owner.

Presented to the Ham Lake City Council on February 7, 2022 and adopted by a unanimous vote this \_\_\_\_ day of \_\_\_\_\_, 2022.

Brian Kirkham, Acting Mayor

Denise Webster, City Clerk



- ATTORNEYS AT LAW ——

# MEMORANDUM

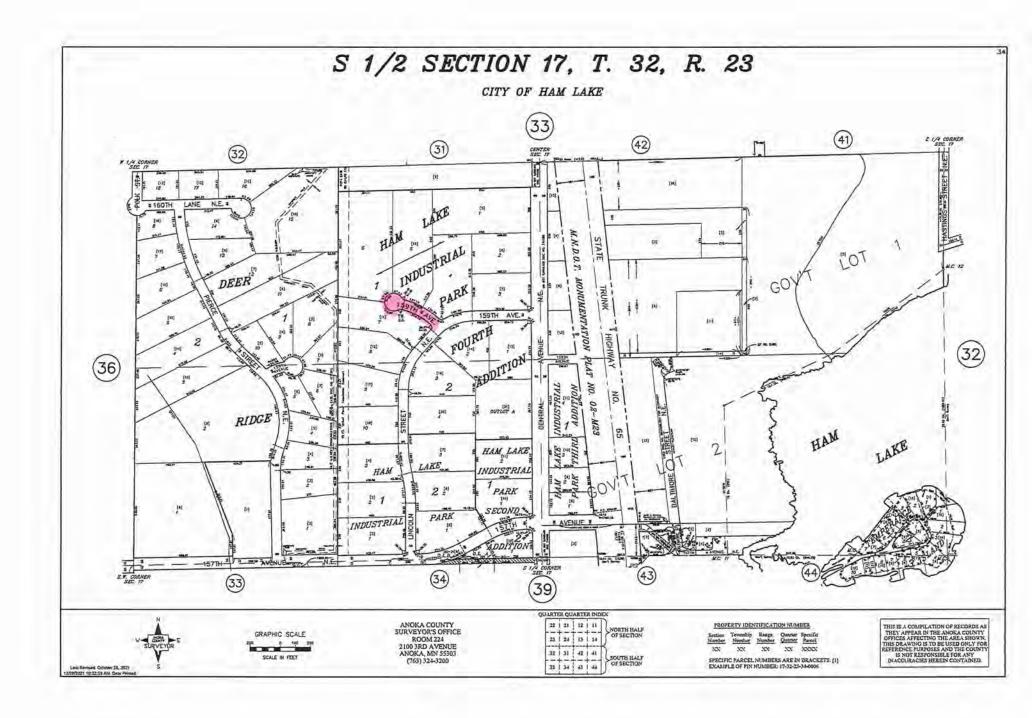
TO: MAYOR AND COUNCILMEMBERS
 FROM: JOSEPH MURPHY, CITY ATTORNEY
 SUBJECT: 159<sup>TH</sup> AVE NE RIGHT-OF-WAY IN HL INDUSTRIAL PARK 4<sup>TH</sup> ADDITION
 DATE: FEBRUARY 7, 2022

### **Discussion:**

City staff recently learned that a cul-de-sac at 159<sup>th</sup> Ave NE that was vacated and no longer needed by the City was to be deeded to the two abutting property owners back in the 1990's, but the conveyance was never completed or finalized as originally intended by the city council.

As reflected in the attached half-section map, the 159<sup>th</sup> Ave NE cul-de-sac was originally within the plat of Ham Lake Industrial Park 4<sup>th</sup> Addition but the City completed all necessary procedures to vacate the right-of-way in 1990 and 1993 and recorded those vacation documents with the Anoka County Recorder's Office. When a dedicated right-of-way is vacated, ownership of the property ordinarily reverts back to the original dedicator. In the case of Ham Lake Industrial Park 4<sup>th</sup> Addition, the City was the original dedicator of the right-of-way, so ownership of the vacated 159<sup>th</sup> Ave cul-de-sac reverted back to the City. As a result, in 1995, the Ham Lake city council held a public hearing and adopted ordinances providing that the property within the cul-de-sac would be deeded to the two abutting property owners to the north and south. For unknown reasons, these deeds were never finalized transferring the sections of the cul-de-sac to the abutting property owner to the north (Northwest Dairy Forwarding) or to the abutting property owner to the south (Ceco Corporation). The property to the north of the vacated cul-de-sac (PID 17-32-23-31-0015) is now owned by Fleet Star Truck and Trailer LLC and they have recently combined parcels 4, 5, and 6 into one parcel with Anoka County. The property to the south of the vacated cul-de-sac (PID 17-32-23-31-0011) is still owned by Ceco Corporation.

Since this conveyance of property was approved by the council over 16 years ago and not completed, I am asking for council direction. If you want to carry forward with the process approved by the council in the 1990's, I would recommend that you approve a motion directing me to prepare the deeds conveying the vacated property to the two abutting property owners so those deeds can be executed and recorded with the Anoka County Recorder's Office.



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Update: East Bethel's preferences have been added to the table below regarding the URRWMO JPA amendment and Ham Lake funding formula concern.

Task	Bethel	E Bethel	Ham Lake	Nowthen	Oak Grove	St. Francis
City council – discuss URRWMO recommended changes. You may choose to start by just talking to select individuals (mayor, WMO board rep, etc).		We are good with the changes as proposed ( 1-10- 22).	an a		1-14-22 done. No concerns	1-18-22 done. "On board,"
City council – discuss funding formula change proposed by Ham Lake.		Not in favor of changing			1-14-22 no concerns with funding formula. If asked to absorb more cost, OG would like more voting power. Asked HL if ok with that?	Not in favor.
Attorney – review marked up JPA. Make it clear that you are not looking for an exhaustive review of the document.		Will discuss this with our attorney on 10- 24-22				

### **Denise Webster**

From: Sent: To: Cc: Subject: Loren Wickham <lwickham@ci.oak-grove.mn.us> Friday, January 14, 2022 1:51 PM Denise Webster 'jamie.schurbon@anokaswcd.org' RE: URRWMO JPA

Caution: This email originated outside our organization; please use caution.

Hi Denise,

Oak Grove City Council reviewed the JPA recommended changes and don't have any issues with them. They reviewed the funding formula and don't have any issues with it, but would like more voting power if we are going to absorb more of the operating costs. Is Ham Lake agreeable to that?

Thanks,

Loren

Loren Wickham City Administrator | City of Oak Grove 19900 Nightingale St. NW | Oak Grove, MN 55011 763.404.7075 | <u>wickham@ci.oak-grove.mn.us</u>

From: jamie.schurbon@anokaswcd.org < jamie.schurbon@anokaswcd.org>

Sent: Wednesday, December 15, 2021 9:43 AM

To: Loren Wickham <lwickham@ci.oak-grove.mn.us>; City of E Bethel, Jack Davis <jack.davis@ci.east-bethel.mn.us>; City of Ham Lake, Denise Webster <dwebster@ci.ham-lake.mn.us>; Clerk City of Nowthen (info@nowthenmn.net) <info@nowthenmn.net>; Clerk City of Nowthen (info@nowthenmn.net) <info@nowthenmn.net>; City of Bethel, Ginger Berg <info@bethelmn.govoffice2.com>

Cc: John West <jwest@ci.oak-grove.mn.us>

Subject: URRWMO JPA

Loren, Jack, Denise, Ginger, Frank, & Joe,

Thanks for meeting today to review the URRWMO recommended changes to the JPA. Attached are the marked up JPA and a funding formula table. Below is the 'to do' list for each of you. As you complete them (goal is to do by end of January), please populate the table and reply all so we can track what is done.

Task	Bethel	E Bethel	Ham Lake	Nowthen	Oak Grove	St. Francis
City council – discuss URRWMO recommended changes. You may choose to start by just talking to select individuals (mayor, WMO board rep, etc).						

Markups on this document are draft amendment recommendations consistent with URRWMO Board on 11/9/2021. Last update: 11/10/2021

#### AMENDED MAY 2010

#### UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into as of the date of execution by and between the Local Government Units of: City of Bethel, City of East Bethel, City of Ham Lake, City of Nowthen, City of Oak Grove, and City of St. Francis for the establishment of a watershed management organization. The purpose of this Joint Powers Agreement is to establish a Water Management Organization to assist the member local units of government with surface water, ground water, water quality and water usage issues.

WHEREAS, the parties to this Agreement have authority pursuant to Minnesota Statutes, Chapter 471.59 to jointly or cooperatively by agreement exercise any power common to the contracting parties and pursuant to Minnesota Statutes, Sections 103B.201 to 103B.255 have authority to jointly or cooperatively manage or plan for the management of surface water;

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

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

SECTION I General Purpose

1.1 It is the general purpose of the parties to this Agreement to establish an organization to jointly and cooperatively develop <u>and implement</u> a Watershed Management Plan<u>in</u> accordance with MN Statutes 103B.201 to 103B.253 and MN Rules 8410, and an Implementation Program and a Capital Improvement Program for the purposes of (a) protecting, preserving, and using natural surface and groundwater storage and retention systems in the Upper Rum River Watershed; (b) minimizing public capital expenditures needed to correct flooding and water quality problems; (c) identifying and planning for means to effectively protect and improve surface and groundwater quality; (d) establishing more uniform local policies and official controls for surface and ground water management; (c) preventing erosion of soil into surface water systems; (f) promoting groundwater recharge; (g) protecting and enhancing fish and wildlife habitat and water recreational facilities; and (h) securing the other benefits associated with the proper management of surface and groundwater. The plan and programs shall operate within the boundaries of the

Commented [JS1]: Directly reference the proposes of WMOs in statute rather than in this document. Make hyperlinks.

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Upper Rum River Watershed as set forth in Addendum 1 attached hereto (hereinafter "Area").

#### SECTION II

#### Upper Rum River Watershed Management Organization

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

2.2 <u>Membership Appointment</u>: Each party to this Agreement shall appoint two (2) representatives to serve as members of the Organization board. Each representative of a duespaying party shall have one (1) vote. Representatives to the Organization board shall be evidenced by a resolution or certified copy of official meeting minutes of the governing body of each party and filed with the Organization.

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

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

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

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

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2.6 <u>Additional Parties – Membership</u>: The Organization, with the ratification of the governing bodies of all voting members of the Organization, may invite other local government units within the Upper Rum River Watershed to also become parties to this Agreement. The governing body of any such additional party shall appoint a member to the Organization who shall have voting rights in accordance with the provisions of Section 2.2 and in all respects thenceforth enjoy the full rights, duties, and obligations of this Agreement.

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

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

2.9 <u>Duties of Officers</u>: The duties of the officers of the Organization shall be as outlined in Robert's Rules of Order Newly Revised 10<sup>th</sup> Edition.

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

#### 2.11 Meetings:

- A. Annual Meeting. The annual meeting of the Organization board will be held in May of each year at Oak Grove City Hall. At the annual meeting the board, at a minimum, shall:
  - 1. Elect officers;
  - 2. Establish the annual budget and work plan;
  - 3. Hear recommendations on amendments to this agreement and the watershed management plan;
  - 4. Biennially renew or decide on contracts for professional, legal, and administrative services; and
  - 5. Decide on regular meeting dates.
- B. Meeting Notices. Notice of all regular and special meetings shall be provided with a minimum of 72 hours advance notice of the meeting to all parties of this agreement. Such meeting notice shall be posted on the official notification board for each party to this Agreement.
- C. Special meetings may be held at the call of the chair or by any three (3) members of the board giving not less than 72 hours written notice of the time,

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place and purpose of such meeting delivered, mailed or e-mailed to the residence of each Organization member and delivered, mailed or e-mailed to the City Hall of each party to this Agreement.

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

2.12 <u>Conduct of Meetings</u>: The Organization board shall adopt rules of order and procedure for the conduct of its meetings in accordance with Robert's Rules of Order Newly Revised 10<sup>th</sup> Edition; the board may adopt any such rules as a majority the parties to this Agreement shall agree. Decisions by the board may not require more than a majority vote, except a decision on a capital improvement project may require no more than a two-thirds vote. All meetings of the board are subject to Minn. Stat. 13D (Minnesota Open Meeting Law).

2.13 <u>Organization Office</u>: The office of the Organization shall be the Oak Grove City Hall, 19900 Nightingale Street NW, Cedar, Minnesota 55011. All notices to the Organization shall be delivered or served at said office.

#### SECTION III Organization Powers and Duties

3.1 <u>Authority</u>: Upon execution of the Agreement by the parties, the Organization shall have authority provided for in Minnesota Statures, Chapter 103B.<u>211-201</u> through 103B.<u>255-253</u> that provides for, in part:

- A. The authority to prepare, adopt, and implement a plan for the Upper Rum River Watershed meeting the requirements of Minnesota Statutes, Section 103B.231.
- B. The authority to review and approve local water management plans as provided in Minnesota Statutes, Section 103B.235C. This is subject to amendment by the legislature.

3.2 <u>Watershed Management Plan</u>: The Organization shall prepare a Watershed Management Plan for the Upper Rum River Watershed. The plan shall be in compliance with Minnesota Statutes, Chapter 103B.231, Subd. 4 and 6 and MN Rules 8410 as from time to time amended. The Chapter describes plan contents to include but not limited to the following.

A. Describe the existing physical environment, land use and development in the Upper-Rum River Watershed, and shall further describe the environment, land use and development proposed in existing local and metropolitan comprehensive plans;

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

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

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

E. Describe the effect of the Watershed Management Plan on existing drainage systems; F. Describe conflicts between the Watershed Management Plan and existing plans of local government units;

G. Set forth an Implementation Program consistent with the Watershed Management Plan, which includes a Capital Improvement Program and standards and schedules for amending the comprehensive plans and official controls of local government units in the watershed to bring about conformance with the Watershed Management Plan; and H. Set out a procedure for amending the Watershed Management Plan.

The plan shall be amended as required from time to time.

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

3.4 <u>Committees</u>: The Organization may appoint such committees and sub-committees as it deems necessary. The Organization shall establish citizen and technical advisory committees unless other means of public participation are established. See Addendum 2 attached.

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

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

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

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

#### 3.8 Financial Matters:

Subdivision 1 - <u>Method of Operation</u>: The Organization may collect and receive money and contract for services subject to the provision of the Agreement from the parties and from any other sources approved by the Organization. The Organization may incur expenses and make disbursements necessary and incidental to the effectuation of the purposes of this Agreement. Funds may be expended by the Organization in accordance with procedures established herein. Upon Board approval, invoices shall be initialed by the chair or vice-chair for

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payment by the Organization office. Other legal instruments shall be executed on behalf of the Organization by the chair, vice-chair or an appointed Board member.

Subdivision 2 - <u>Operating Funds</u>: On or before June 1 of each year, Organization shall prepare a work plan and an operating budget for the following year. The annual budget shall budget provide details to support the proposed revenues and expenditures for the Organization. This detail shall be sufficient to meet standard budget and/or accounting principles generally recognized for governmental organizations. Expenditures may include administrative expenses, plan development costs, review expenses, capital improvement costs, Management Programs, Management Studies costs in Section 3.12, and insurance costs as authorized in Section 3.14. Upon the approval of the majority of voting members of the Organization, the budget shall be recommended to the parties for ratification along with a statement showing each party's proposed share of the budget. The budget shall be implemented only after ratification by each party to this Agreement. Failure of a party to respond to ratify or pay its share of the budget by any party to this Agreement shall be subject to the procedures in Section 3.6 within 60 days of receipt constitutes approval.

Each party shall contribute funds toward the budget according to the following methods:

<u>Work Plan Costs</u> – ((PA / WA) + (PV / WV)) / 2 = the party's percentage share of the organization's operating budget.

PA = Party's area within the watershed organization area

- WA = watershed organization area
- PV = party's market valuation within the watershed organization area
- WV = market valuation of the watershed organization area

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

After ratification the chair or vice-chair shall certify the recommended budget to each party on or before June 1 of each year together with a statement showing the amounts due from each party. Each party shall pay over to the Organization the amount owing in two equal installments, the first on or before January 1 and second on or before July 1 in accordance with the tax year for which the amount due is being paid.

Subdivision 3 - <u>Review Services</u>: When the Organization is authorized or requested to undertake a review and submit recommendations to a party as provided in this Agreement, the Organization shall conduct such review, without charge, except as provided below. Where the project size and complexity of review are deemed by the Organization to be extraordinary and substantial, the Organization may charge a fee for such review services, the amount to be based upon direct and indirect costs attributable to that portion of review

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services determined by the Organization to be extraordinary and substantial. Where the Organization determines that a fee will be charged for extraordinary and substantial review services, or where the flowage enters the Upper Rum River, but the party is not a member of the Upper Rum River Watershed Management Organization, the party to be charged shall receive written notice from the Organization of the services to be performed and the fee therefore, prior to undertaking such review services. Unless the party to be charged objects within 15 days of receipt of such written notice to the amount of the fee to be charged, such review services shall be performed and the party shall be responsible for the cost thereof. If the party to be charged objects to the proposed fee for such services with 15 days, and the party and the Organization are unable to agree on a reasonable alternative amount for review services, such extraordinary and substantial review services shall not be undertaken by the Organization.

3.9 <u>Annual Audits</u>: The Organization shall <u>annually</u> prepare a comprehensive financial report on operations and activities <u>at the frequency required by state statute or rule</u> for the fiscal year defined as January 1 through December 31. An annual audit shall be provided that includes a full and complete audit of all books and accounts the Organization office is charged with maintaining. Such audits shall be conducted in accordance with generally accepted auditing principles and guidelines. A copy of the annual financial report and auditor's statement shall be provided to all parties and to the Board of Water and Soil Resources. The report to the Board of Water and Soil Resources shall include an annual activity report. All of its books, reports, and records shall be available for and open to examination by any party at all reasonable times.

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

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

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

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#### A. Inclusion in the URRWMO Watershed Management Plan;

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

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

Where works of improvement are recommended by the Organization, the Organization shall first determine whether such improvement will result in a local or regional benefit to the Area. Where the Organization determines that the benefits from the improvement will be local or not realized beyond the boundaries of the party in which the improvement is to be established, the Organization shall recommend such improvement to the governing body of the unit of government which the Organization determines will be benefited thereby, with the total estimated cost of the party in which the improvement is to be realized beyond the boundaries of the party in of the benefits to be realized beyond the boundaries of the party in which the improvement is to be established, the Organization shall recommend and a description of the benefits to be realized beyond the boundaries of the party in which the improvement is to be established, the Organization shall recommend such improvement to each governing body of the units of government which the Organization determines will be benefited thereby. The recommendation of the Organization shall include the total estimated cost of the improvement, a description of the extent of the benefits to be realized by each unit of government and the portion of the cost to be borne by each party benefited in accordance with the extent of the benefit of each unit of government as described by the Organization.

Each party to whom the Organization submits such recommendation shall respond within 60 days from receipt of such recommendation. Where the Organization determines that the benefits of such improvement will be local, the unit of government to whom such recommendation is made may decline to ratify and undertake said improvement. Where the Organization determines that the benefits of such improvement will be regional, unless all parties to whom such recommendation is directed decline to ratify and undertake said improvement, the Organization shall continue to review and recommend alternative methods of cooperation and implementation among those parties ratifying the recommendation of the Organization, unless and until the Organization determines that said improvement is no longer feasible.

When works of improvement are initiated by the governing body of a party or parties to this Agreement, said governing body or bodies shall submit a petition to the Organization setting forth a description of the proposed work of improvement, the benefits to be realized by said improvement, its total estimated cost and a proposed cooperative method for implementation of the improvement, if applicable. The Organization shall review and make recommendations on the proposed improvement and its compliance with the Organization's management plan in accordance with the provisions of Section 3.5 of this Agreement.

When a proposed improvement may be eligible for federal or state grant funds as a cost share project, the Organization may apply. Any local matching funds committed must be in an approved Organization budget, in the Organization's Watershed Management Plan, or secured by a written commitment from other sources, the Organization may undertake a proposed work of improvement for the area, subject to Organization recommendation to and

Commented [JS4]: Section 3.5 is an erroneous reference. That section is not germane to this topic. Delete reference.

Commented [JS5]: Recommend removing the requirement for the WMO to get all communities' approval to pursue a grant. Most grant application timelines are too short (-2mo) to allow this process. Every grant the URRWMO has ever pursued has been for a project in the watershed plan.

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ratification by the parties to this Agreement, as required for an improvement of regional benefit.

The Organization is further authorized to undertake experimental improvement projects within the Area to serve as a basis for evaluation of other improvements by the parties. When the Organization determines to undertake an experimental improvement project, the costs of such project shall be the obligation of the Organization and not of the parties to this Agreement.

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

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

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

- A. Commercial General Liability / Professional Liability (\$500,000 per individual; \$1,500,000 per incident) including the following endorsements:
- B. Automobile Coverage (\$0)
- C. Worker's Compensation Coverage (statutory minimum)

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

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

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Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Organization will furnish the parties with certificates of ing the Organization as a certificate holder.

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

## SECTION IV Mediation

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

# SECTION V Termination of Agreement

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

## SECTION VI Dissolution of Organization

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

- A. Upon termination of this Agreement;
- B. Upon unanimous agreement of all parties; or
- C. Upon the membership of the Organization being reduced to fewer than three (3) parties.

At least 90 days notice of the intent to dissolve shall be given to affected counties and the Board of Water and Soil Resources. Upon dissolution, all personal property of the Organization shall be sold, and the proceeds thereof, together with monies on hand after payment of all obligations, shall be distributed to the parties. Such distribution of Organization assets shall be made in proportion to the total contributions to the Organization for such costs made by each party. All payments due and owing for operating costs under Section 3.8,B or other unfilled financial obligations, shall continue to be the lawful obligation of the parties.

#### SECTION VII

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## Amendment

7.1 The Organization may recommend changes and amendments to this Agreement to the governing bodies of the parties. Amendments shall be adopted by a two-thirds majority vote of the governing bodies of the parties as evidenced by meeting minutes of the governing body, within 90 days of referral. Amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Organization and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.

### SECTION VIII Counterparts

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

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CITY OF BETHEL

Ву:\_\_\_\_\_

Mayor

By:\_\_\_\_

City Administrator / City Clerk

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CITY OF EAST BETHEL

Ву:\_\_\_\_\_

Mayor

By:\_\_\_\_

City Administrator / City Clerk

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CITY OF HAM LAKE

Ву:\_\_\_\_\_

Mayor

Ву:\_\_\_\_

City Administrator / City Clerk

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CITY OF NOWTHEN

Ву:\_\_\_\_\_

Mayor

By:\_\_\_\_\_\_City Administrator / City Clerk

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4

CITY OF OAK GROVE

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

By:\_\_\_\_\_\_City Administrator / City Clerk

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CITY OF ST. FRANCIS

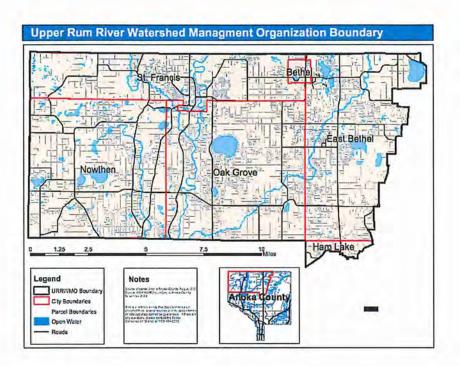
Ву:\_\_\_\_\_

Mayor

By:\_\_\_\_\_City Administrator / City Clerk

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Addendum 1





## Addendum 2

The Organization shall establish citizen and technical advisory committees and other means of public participation.

Regular, recurring public participation opportunities shall include:

- Open mike at each Organization meeting,
- Contact information posted on the Organization website, such that the public may contact an Organization representative outside of public meetings.

Citizen and/or technical advisory committees will be formed from time-to-time as deemed appropriate by the Organization and shall be issue-specific. Committees may be formed that include both citizens and technical experts. Committees shall operate by seeking consensus, while noting any dissenting opinions. Committee findings shall be reduced to writing and submitted to the Organization Board. In all cases, committees shall be advisory and their findings shall be referred to the Organization Board for final decision-making.

Issues that may warrant formation of advisory committees include:

- Amendments or updates to the Organization's watershed Management Plan
- Lake level or water quality issues,
- A total maximum daily load (TMDL) impaired waters study or implementation of the study,
- Capital improvement projects,
- · Major hydrological changes in the watershed,
- Others as deemed appropriate by the Organization Board.

Technical advisory committees shall include technical experts, and invited members may include:

- Staff and/or elected officials from affected communities,
- MN Department of Natural Resources,
- MN Pollution Control Agency,
- MN Board of Water and Soil Resources,
- Metropolitan Council,
- Anoka Conservation District,
- Others, as deemed appropriate by the Organization Board.

Citizen advisory committees shall include residents and elected officials from the affected area, and invited members may include:

- Homeowners,
- Business owners
- Lake association or lake improvement district representatives,
- Others, as deemed appropriate by the Organization Board.

All advisory committees shall include at least one URRWMO Board member.

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## Member Community Contributions Comparison of Current to Ham Lake Proposed

Background: URRWMO member community contributions for non-operating (aka work plan) expenses are calculated a the formula including land area and market valuation in the URRWMO. Operating expenses are split equally. December 8, 2021 the City of Ham Lake has requested an amendment that <u>all costs be split according to the method use for non-operating expenses</u>. In 2019 Ham Lake expressed this same concern as well as concern that some items categorized as operating should more properly be non-operating. At that time changes were made to billing regarding the latter of those two concerns.

Operating expenses - Copies, postage, recording secretary fees, insurance and an administrative fee. The administrative fee may include general admin, annual reporting to the State and member communities, required public notice posting, and required advertisement of bids for secretarial or administrative professional services. (This is proposed amendment text and the method agreed to after 2019 Ham Lake concerns about this budget category.) Non-operating expenses - Project grant writing, projects, water monitoring, public outreach/education, and others.

#### Costs Breakdown By Percentage

COSta Dicenson	Bethel			lethel	Ham	Lake	Nowthen Oak Grove				St. Francis		
Expense Type	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	
Non-operating	1.08%	1.08%	23.45%	23.45%	1.62%	1.52%	23.83%	23.83%	29.52%	29.52%	20.50%	20.50%	
Operating	16.67%	1.08%	16.67%	23.45%	16.57%	1.62%	16.67%	23.83%	15.67%	29.52%	16.67%	20.50%	

#### Impact on a typical \$63,000 annual URWMO budget with 25% operating costs and 75% non-operating costs

	Bethel		East Bethel		Ham Lake		Nowthen		Oak Grove		St. Francis	
Expense Type	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Non-operating	\$510	\$510	\$11,080	\$11,080	\$765	\$765	\$11,260	\$11,260	\$13,948	\$13,948	\$9,686	\$9,686
Operating	\$2,626	\$170	\$2,626	\$3,693	\$2,626	\$255	\$2,626	\$3,753	\$2,625	\$4,649	\$2,526	\$3,229
TOTAL	\$3,136	\$680	\$13,706	\$14,774	\$3,391	\$1,021	\$13,885	\$15,013	\$15,574	\$18,598	\$12,312	\$12,915

compiled 12/14/2021



Member Community Contributions Comparison of Current to Ham Lake Proposed

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#### Costs Breakdown By Percentage

	Bethel		Bethel East Bethel		Ham Lake		Nowthen		Dak Grove		St. Francis	
Expense Type	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Non-operating	1.08%	1.08%	23.45%	23,45%	1.52%	1,62%	23.83%	23.83%	29.52%	29.52%	20,50%	20.50%
Operating	16.67%	1.08%	16.67%	23,45%	16.67%	1.52%	16.57%	23.83%	16.67%	29.52%	16.67%	20,50%

#### Impact on a typical \$53,000 annual URWMO budget with 25% operating costs and 75% non-operating costs

	Bethel		End Beiled		Ham Lake		Nowthen		Oak Grove		St. Francis	
Expense Type	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Non-operating	\$510	\$510	511,080	\$11,080	\$765	\$765	\$11,260	\$11,250	\$13,948	\$13,948	\$9,686	\$9,686
Operating	\$2,626	\$170	\$2,625	\$3,693	\$2,626	\$255	\$2,626	\$3,753	\$2,626	\$4,649	\$2,626	\$3,229
TOTAL	\$3,136	\$580	\$13,706	\$14,774	\$3,391	\$1,021	\$13,885	\$15,013	\$16,574	\$18,598	\$12,312	\$12,915

complied 12/14/2021