

# CITY OF HAM LAKE

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

## **CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY AGENDA TUESDAY, SEPTEMBER 2, 2025**

- 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 August 18, 2025 and Budget Meeting minutes of August 18, 2025
- 4.2 Approval of claims
- 4.3 Approval of scheduling the Truth-In-Taxation meeting allowing public input for December 1, 2025 at 6:01 p.m. to consider the 2026 Budget and Property Tax Levy
- 4.4 Approval of the 2026 Facility Use Agreement with Soderville/Blaine Athletic Association (SBAA)
- 4.5 Approval of a Resolution for the State of Minnesota Joint Powers Agreement with the City of Ham Lake on Behalf of the City Attorney
- 4.6 Approval of purchasing security cameras for City Hall and Recycling Center

### **5.0 PLANNING COMMISSION RECOMMENDATIONS**

- 5.1 John Markquart of Markquart Ham Lake, LLC, requesting an amendment to the Conditional Use Permit to revise hours of operation at 14525 Highway 65 NE and adoption of a Resolution
- 5.2 Abraham Alwan of Exotic Automotives LLC, requesting a Conditional Use Permit to operate a service, repair and auto body shop at 16909 Baltimore Street NE and adoption of a Resolution
- 5.3 Joseph Radach of Contour Development LLC, requesting Final Plat approval for Elwell Farms (50 Single Family Residential lots and 8 outlots) in Section 36

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

### **7.0 APPEARANCES -- None**

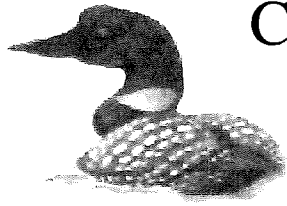
### **8.0 CITY ATTORNEY**

### **9.0 CITY ENGINEER**

### **10.0 CITY ADMINISTRATOR**

### **11.0 COUNCIL BUSINESS**

- 11.1 Committee Reports
- 11.2 Consideration of a Resolution approving the 2026 proposed budget and the proposed 2025 levy for payable in 2026
- 11.3 Announcements and future agenda items



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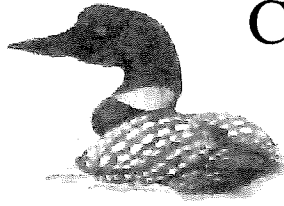
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## **CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES MONDAY, AUGUST 18, 2025**

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, August 18, 2025 at 6:00 p.m. in the Council Chambers at the Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

**MEMBERS PRESENT:** Mayor Brian Kirkham and Councilmembers Jim Doyle, Andrew Hallberg, Al Parranto, and Mike Van Kirk

**MEMBERS ABSENT:** None

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

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

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

### **2.0 PUBLIC COMMENT**

Gina Saucedo, 1530 150<sup>th</sup> Avenue NE, was present to apologize to the City Council and the entire city for her actions regarding property that she believed the City had taken, but she has recently discovered that her ex-husband had sold the property.

Derek Lind, a member of ACEIT (Anoka County Election Integrity Team), gave members of the City Council a handout named “Call to Action: Save Ham Lake Autonomy”. Mr. Lind stated that the State of Minnesota does not mandate electronic rosters and if the county decides they want to use them, they need to ask the city.

Sue Peterson, a member of ACEIT (Anoka County Election Integrity Team), was present and stated they want the election process to go back to the people and to stop using electronic poll pads.

Roxann Henderson, a member of ACEIT (Anoka County Election Integrity Team), was present and read portions of a book titled “The Doctrine of The Lesser Magistrates”. Ms. Henderson stated that she would suggest to the City Council that the time to take a stand is now and to stop using electronic poll pads.

### **3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS – None**

### **4.0 CONSENT AGENDA**

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4.1 Approval of minutes of August 4, 2025 and Special Meeting minutes of August 11, 2025

- 4.2 Approval of claims in the amount of \$451,617.73
- 4.3 Approval of a Proclamation proclaiming September 17-September 23 as Constitution Week
- 4.4 Approval of Resolution No. 25-26 supporting the Anoka County Submittal of a FY27-28 Transportation Economic Development (TED) Program and the Transportation Economic Development Infrastructure (TEDI) Program Funding Application for the Trunk Highway 65 and CSAH 116 (Bunker Lake Boulevard) Improvement Project
- 4.5 Approval of Resolution No. 25-27 supporting the Anoka County Submittal of a FY29-30 Minnesota Highway Freight Program (MNHFP) Funding application for the Trunk Highway 65 and CSAH 116 (Bunker Lake Boulevard) Improvement Project
- 4.6 Approval of Resolution No. 25-28 ordering the preparation of the assessment roll and scheduling a Public Hearing for Street Light Assessments for 2026
- 4.7 Approval of Resolution No. 25-29 scheduling a Public Hearing for Uncollected Fees
- 4.8 Approval of Resolution No. 25-30 accepting the low bid for the construction of 143<sup>rd</sup> Avenue NE from Trunk Highway 65 to 108 feet West of Lincoln Street NE

**Motion by Van Kirk, seconded by Parranto, to approve the Consent Agenda as written. All in favor, motion carried.**

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

- 5.1 Marta Nandlall of Nishan Auction and Sales LLC, requesting a Certificate of Occupancy to operate a used car dealership at 15035 Aberdeen Street NE

**Motion by Kirkham, seconded by Hallberg, to recommend approval of the Certificate of Occupancy for Nishan Auction and Sales LLC as presented by Marta Nandlall, to operate a used car dealership at 15035 Aberdeen Street NE, subject to the location being used for used auto sales only, all vehicle inventory on the property must be capable of obtaining applicable licenses and all motor vehicles shall be completely assembled motor vehicles as customarily delivered from the factory, no damaged vehicles are to be kept at this location, all vehicle parking to be as shown on the parking diagram and is not to exceed 15 vehicles, no auto repair is to be performed onsite other than general maintenance, such as headlight or windshield replacement, the property not being used as an impound lot, hours of operation being Mondays from 9:00 am to 1:00 pm and Tuesday to Saturday by appointment only, Marta Nandlall or Neyvash Nandlall to be the only employees to work onsite, and meeting all State and City Codes and requirements. All in favor, motion carried.**

- 5.2 John Markquart of Markquart Ham Lake, LLC, requesting Commercial Site Plan approval to expand the hard surface parking area at 14525 Highway 65 NE

**Motion by Kirkham, seconded by Doyle, to recommend approval of the request of John Markquart of Markquart Ham Lake, LLC, for the Commercial Site Plan to reconstruct and expand the hard surface parking area at 14525 Highway 65 NE, subject to obtaining a permit for the 50-foot extension of the chain link fence along the northwestern property line, submitting a request for an amendment to the Conditional Use Permit related to business hours, meeting the requirements of the City Engineer, meeting the requirements of the Building Official, meeting all city, state and county requirements. All in favor, motion carried.**

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

#### **7.0 APPEARANCES – None**



## 8.0 CITY ATTORNEY

### 8.1 Discussion of other types of Cannabis Businesses

Attorney Berglund stated that he had a brief memo included in the packet regarding cannabis businesses. These businesses include retail sales, microbusinesses, retailers, mezzo businesses and medical cannabis combo facility. Attorney Berglund stated that other businesses that do not include retail sales include a wholesaler or transporter. Attorney Berglund stated that previously, the council had limited the number of retail business licenses to one per every 7,500 citizens. Attorney Berglund stated that this is more permissive than is required under the State Statute, so the City has complied with the States licensure whether, if allowed, a non-retail sales business would use one of the limited number of licenses the City will issue. Attorney Berglund stated that upon further research of this question, it appears that any cannabis business that does not include retail sales will not require the issuance of one of the City retail licenses. Attorney Berglund stated that it appears from review of the State Statute, that the non-retail cannabis businesses are permitted under the State Statute and that the City primary regulation of these non-retail businesses is limited to making zoning decisions on where they are permitted to occur. Attorney Berglund stated that he recommends that the Code Committee meet to make a determination of how the City wants to zone for various cannabis businesses to ensure that if any further cannabis business are allowed to locate in the City of Ham Lake, and doing so in a manner consistent with other business types and locations that already exist in the City. Discussion followed regarding other types of cannabis business being allowed in Industrial Park Zoning. Attorney Berglund stated that the state does have some guidelines, but it is up to the city to make sure these businesses meet the requirements of the zoning code. Attorney Berglund asked that the code committee meet to further discuss cannabis businesses.

## 9.0 CITY ENGINEER – None

## 10.0 CITY ADMINISTRATOR – None

## 11.0 COUNCIL BUSINESS

### 11.1 Committee Reports – None

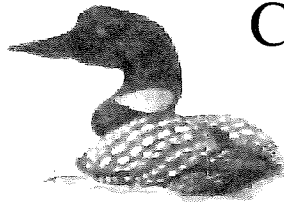
### 11.2 Announcements and future agenda items

Mayor Kirkham stated that he received a phone call from a gentleman who owns billboards along Highway 65. Mayor Kirkham stated that this gentleman told him that going through the process of obtaining a permit that there is a 100 square foot maximum size for billboards. The gentleman stated that he has his company name on the bottom of the billboard and that this it is considered to be included in the 100 square foot maximum size. Discussion followed. **It was the consensus of the City Council to request the Attorney draft an ordinance that would not include the billboard company identification on the bottom of the billboard to be included in the maximum 100 square foot maximum billboard size.**

**Motion by Parranto, seconded by Hallberg, to adjourn the meeting at 6:26 p.m. All in favor, motion carried.**

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Dawnette Shimek, Deputy City Clerk



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## CITY OF HAM LAKE CITY COUNCIL BUDGET WORKSHOP MINUTES MONDAY, AUGUST 18, 2025

The Ham Lake City Council met for a budget workshop meeting on Monday, August 18, 2025 at 5:15 p.m. in the Conference Room at the Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

**MEMBERS PRESENT:** Mayor Brian Kirkham and Councilmembers Jim Doyle, Mike Van Kirk, Al Parranto and Andrew Hallberg

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Finance Director, Andrea Murff; Deputy City Clerk, Dawnette Shimek; Fire Chief, Mike Raczkowski; City Engineer, Dave Krugler; and Public Works Superintendent, John Witkowski

### 1.0 Call to Order

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

### 2.0 Discussion of the Proposed 2026 Budget and CIP Review

Finance Director Murff stated the 2026 General Fund Budget had some obstacles due to rising costs, a budget deficit from 2025, and revenue contractions. Finance Director Murff stated the only changes to the presented draft budget from the June draft budget were a decrease in Tower Lease Revenue of about \$30,000 and increases to the Finance Director wages and Animal Humane Society costs for uncollectible quarantines. Finance Director Murff stated overall expenditures increased 1.66 percent from last year after cutting the Fire Department and Public Works Department operating costs. Finance Director Murff offered the City Council five different options in terms of levies and presented analysis on these options. **It was the Consensus of the City Council to increase the Preliminary Tax Levy by 7.00 percent.**

Finance Director Murff then went over the budgets of other funds and stated a Capital Improvement Fund was needed for stormwater drainage due to future projects. This Capital Improvement Fund would be like other Capital Funds and would be funded through a transfer from the General Fund, but that the transfer would not take place until the 2027 Budget period. Finance Director Murff also touched on the Ham Laker Fund stating it was projected to end in the negative in 2025, so another transfer of \$15,000 was needed for 2026 from the Cable Fund and that continued discussion would happen about how to fund it in the future.

Finance Director Murff went over the Capital Improvement Plan and the 5-year Revolving Street Fund. Finance Director Murff pointed out the Public Works Equipment Fund was projected to go negative in 2026 and a possible transfer from the Parks Equipment Fund may help with the 2026 deficit as well increasing the transfer in 2027.

3.0 Discussion of a potential new Tower

Finance Director Murff stated there was a potential of a new telecommunication tower at Fox Run Park which had the potential to bring in additional revenue. **It was the Consensus of the City Council to reach out to the interested telecommunication company and get more information about the tower plans and potential revenue stream.**

4.0 Discussion of ADA Compliance for website by 2027

Finance Director Murff stated in 2024 the Department of Justice created a mandate to have Governmental Entities' websites ADA compliant, and the City had until April of 2027 to complete the requirement. Finance Director Murff continued the City is currently working with its website consultant and the consultant has confidence the City can make the deadline with the available tools but wanted to give the City Council notification since there was a lot going into this project due to the complex requirements, potential for failure, and implications for the 2027 Budget Season.

**Motion by Parranto, seconded by Doyle, to adjourn the meeting at 5:50 p.m. All in favor, motion carried.**

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Andrea Murff, Finance Director

**CITY OF HAM LAKE**  
**CLAIMS SUBMITTED TO COUNCIL**  
**September 2, 2025**

**CITY OF HAM LAKE**

<b>EFTS, CHECKS, AND BANK DRAFTS</b>		<b>08/19/25 - 09/02/2025</b>	
<b>EFT</b>	<b># 2358 - 2364</b>	\$	6,939.53
<b>REFUND CHECKS</b>	<b># 67444 - 67451</b>	\$	21,950.00
<b>CHECKS</b>	<b># 67452 - 67479</b>	\$	47,729.97
<b>BANK DRAFTS</b>	<b>DFT0002940 - DFT0002946</b>	\$	32,313.51
<b>TOTAL EFTS, CHECKS, AND BANK DRAFTS</b>		\$	<u>108,933.01</u>
 <b>PAYROLL CHECKS</b>			
<b>08/22/25</b>	<b>Direct Deposits</b>	\$	50,565.74
 <b>TOTAL PAYROLL CHECKS</b>		\$	<u>50,565.74</u>
 <b>VOID CHECKS</b>			
<b>CHECKS</b>			
<b>ZERO CHECKS</b>	<b>#67466, 67472, 67473, 67474, 67478</b>	\$	-
<b>ZERO EFT</b>		\$	-
<b>BANK DRAFTS</b>		\$	-
<b>TOTAL VOIDS</b>		\$	<u>-</u>
 <b>TOTAL OF ALL PAYMENTS</b>		\$	<u><u>159,498.75</u></u>

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 2ND DAY OF SEPTEMBER 2025

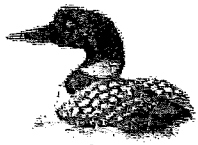
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
COUNCILMEMBER



City of Ham Lake, MN

# Refund Check Register

Packet: ARPKT01510 - 08/20/25 TRUST REFUNDS

## Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00557	PREMIER CUSTOM HOMES	8/20/2025	67444	2,500.00
00610	PREMIER CUSTOM HOMES, INC.	8/20/2025	67445	2,500.00
00694	S & R DEVELOPMENT	8/20/2025	67446	11,250.00
00703	ALYSSA ELLSON	8/20/2025	67447	150.00
00706	PREMIER CUSTOM HOMES, INC.	8/20/2025	67448	5,100.00
			Total Refund Amount:	21,500.00

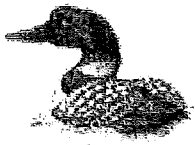
## Revenue Totals

Revenue Code	Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS	21,500.00
Revenue Totals:	21,500.00

## General Ledger Distribution

Posting Date: 08/20/2025

	Account Number	Account Name	Posting Amount	IFT
Fund:	890 - TRUST FUND			
	890-10101	Cash-claim on pooled cash	-21,500.00	Yes
	890-11501	Misc receivables	21,500.00	
	890 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-10100	Pooled Cash	-21,500.00	
	999-20702	Due to other funds	21,500.00	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



City of Ham Lake, MN

# Refund Check Register

Packet: ARPKT01514 - 08/25/25 TRUST REFUNDS

## Refund Detail

Account Number	Name	Check Date	Check Number	Amount
00656	VICKI VAN DALE	8/25/2025	67449	150.00
00704	DIANE KOETZ	8/25/2025	67450	150.00
00726	ROLLIE SORENSON	8/25/2025	67451	150.00
Total Refund Amount:				450.00

## Revenue Totals

Revenue Code	Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS	450.00
Revenue Totals:	450.00

## General Ledger Distribution

Posting Date: 08/25/2025

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Fund:	890 - TRUST FUND			
	890-10101	Cash-claim on pooled cash	-450.00	Yes
	890-11501	Misc receivables	450.00	
	890 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-10100	Pooled Cash	-450.00	
	999-20702	Due to other funds	450.00	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



City of Ham Lake, MN

# Council Approval List

By (None)

Payment Dates 8/19/2025 - 9/2/2025

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
2358	BRODIN PRESS	SEPT HAM LAKER	Editing	211-41704-3125	900.00
2359	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-43101-2210	141.73
2359	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-44101-2210	59.08
2359	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-43101-2210	141.73
2359	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-44101-2210	59.08
2360	CMT JANITORIAL SERVICES	CITY HALL CLEANING	Cleaning service	100-41702-3430	612.00
2360	CMT JANITORIAL SERVICES	SHERIFF'S OFFICE CLEANING	Cleaning service	100-41702-3430	153.00
2360	CMT JANITORIAL SERVICES	FIRE #3	Cleaning service	100-42202-3430	387.00
2360	CMT JANITORIAL SERVICES	FIRE #2 CLEANING	Cleaning service	100-42202-3430	151.00
2360	CMT JANITORIAL SERVICES	FIRE #1 CLEANING	Cleaning service	100-42202-3430	161.00
2360	CMT JANITORIAL SERVICES	PW CLEANING	Cleaning service	100-43104-3430	148.00
2360	CMT JANITORIAL SERVICES	SR CENTER CLEANING	Cleaning service	100-44202-3430	300.00
2361	DELTA DENTAL PLAN OF MINN	SEPT COBRA - DK	COBRA receivable	100-11502	52.06
2361	DELTA DENTAL PLAN OF MINN	SEPT DENTAL	Dental Insurance	100-21711	906.47
2362	METRO SALES INC	JUNE - AUG COPIER LEASE	Equipment rentals	100-41701-3320	1,206.24
2362	METRO SALES INC	COLOR COPIES	Equipment rentals	100-41701-3320	121.78
2362	METRO SALES INC	B/W COPIES	Equipment rentals	100-41701-3320	54.11
2362	METRO SALES INC	JUNE - AUG COPIER LEASE	Equipment rentals	100-42401-3320	565.26
2362	METRO SALES INC	COLOR COPIES	Equipment rentals	100-42401-3320	351.82
2362	METRO SALES INC	B/W COPIES	Equipment rentals	100-42401-3320	49.39
2363	MIKE RACZKOWSKI	LOWE'S - WATER FILTER PARTS	Equipment parts & supplies	100-42201-2320	96.58
2364	O'REILLY AUTOMOTIVE STORE	ABSORBENT	Operating supplies	100-42201-2290	279.80
2364	O'REILLY AUTOMOTIVE STORE	PAG OIL	Operating supplies	100-43101-2290	34.47
2364	O'REILLY AUTOMOTIVE STORE	#55 OIL FILTER	Equipment parts & supplies	100-44101-2320	7.93
67452	ANOKA COUNTY TREASURY D	AUG BROADBAND CITY HALL	Internet & website	100-41707-3220	37.50
67452	ANOKA COUNTY TREASURY D	AUG BROADBAND FIRE #2	Internet	100-42201-3220	75.00
67453	ASPEN MILLS INC	UNIFORM - JL	Clothing & personal protectiv	100-42201-2210	256.55
67454	BAKER TILLY US LLP	2024 CONTINUING DISCLOSU	Agent fees	370-47101-6130	2,100.00
67455	CITY OF COLUMBUS	SIGNAL LEXINGTON & BROAD	Electricity	100-43401-3610	26.45
67456	COMCAST BUSINESS	SEPT FIRE #1 ADD'L CABLE BO	Rentals-other	100-42201-3390	11.32
67457	DEARBORN LIFE INS CO	SEPT LIFE	Life Insurance	100-21714	53.28
67457	DEARBORN LIFE INS CO	SEPT VOL LIFE	Life Insurance	100-21714	204.00
67458	EAST CENTRAL DIESEL & EQUI	#55 PUMP REPAIR	Equipment repair & maintena	100-44101-3440	215.77
67459	EJ EQUIPMENT INC	#53 V BELT, RETAINTER WASH	Equipment parts & supplies	100-44101-2320	262.56
67460	FIRE CATT LLC	FIRE HOSE TESTING	Equipment repair & maintena	100-42201-3440	4,273.50
67461	H & L MESABI INC	#57 BLADES	Equipment parts & supplies	100-43101-2320	546.00
67462	KINGS III EMERGENCY COMM	ELEVATOR PHONE	Phones/radios/pagers	100-41701-3210	39.17
67463	LEPAGE & SONS INC	8/11 YARDWASTE	Waste management & recycli	231-43601-3630	482.00
67463	LEPAGE & SONS INC	8/4 YARDWASTE	Waste management & recycli	231-43601-3630	482.00
67464	MENARDS-BLAINE	BEE SPRAY	Operating supplies	100-44101-2290	35.76
67464	MENARDS-BLAINE	TWIN BIRCH CEDAR RAIL	Operating supplies	100-44101-2290	18.49
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41201-2510	36.90
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41301-2510	63.63
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41401-2510	63.63
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-41601-2510	26.73
67465	METRO - INET	PHONES	Phones/radios/pagers	100-41701-3210	122.82
67465	METRO - INET	IT SUPPORT	Computer & software support	100-41707-3120	3,404.37
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-42201-2510	47.07
67465	METRO - INET	IT SUPPORT	Computer & software support	100-42201-3120	1,037.35
67465	METRO - INET	PHONES	Phones/radios/pagers	100-42201-3210	37.79
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-42401-2510	100.53
67465	METRO - INET	IT SUPPORT	Computer & software support	100-42401-3120	772.79
67465	METRO - INET	PHONES	Phones/radios/pagers	100-42401-3210	28.34
67465	METRO - INET	LASERFICHE & ADOBE LICENS	Software licenses & upgrades	100-43101-2510	26.42

## Council Approval List

Payment Dates: 8/19/2025 - 9/2/2025

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
67465	METRO - INET	IT SUPPORT	Computer & software support	100-43101-3120	993.91
67465	METRO - INET	PHONES	Phones/radios/pagers	100-43101-3210	18.90
67465	METRO - INET	IT SUPPORT	Computer & software support	100-44101-3120	257.58
67465	METRO - INET	PHONES	Phones/radios/pagers	100-44101-3210	9.45
67465	METRO - INET	PHONES	Phones/radios/pagers	100-44201-3210	37.79
67467	MN METRO NORTH TOURISM	DEC '24 LODGING TAX	Convention bureau	263-46101-4120	1,150.12
67467	MN METRO NORTH TOURISM	JAN '25 LODGING TAX	Convention bureau	263-46101-4120	1,228.01
67467	MN METRO NORTH TOURISM	NOV '24 LODGING TAX	Convention bureau	263-46101-4120	1,360.02
67467	MN METRO NORTH TOURISM	OCT '24 LODGING TAX	Convention bureau	263-46101-4120	2,143.06
67468	PRINT CENTRAL	BUSINESS CARDS - TD	Office supplies	100-42401-2110	102.68
67469	PTL TIRE INC	#82 TIRE REPAIR	Vehicle repair & maintenance	100-43101-3470	30.60
67470	RECYCLE TECHNOLOGIES INC	7/26/25 RECYCLE EVENT	Waste management & recycli	231-43601-3630	5,426.15
67471	RFC ENGINEERING, INC.	MEADOW PARK RECONSTRUC	Engineering	431-43301-3135	9.56
67471	RFC ENGINEERING, INC.	CROSSTOWN BUSINESS PARK	Engineering	262-46101-3135	2,603.06
67471	RFC ENGINEERING, INC.	CROSSTOWN SHOPPING CENT	Engineering	431-43301-3135	860.49
67471	RFC ENGINEERING, INC.	COUNCIL MEETING	Engineering	100-41101-3135	151.42
67471	RFC ENGINEERING, INC.	BASE MAP	Engineering	100-41101-3135	28.68
67471	RFC ENGINEERING, INC.	COON LAKE CHANNEL DREDG	Engineering	100-41101-3135	75.71
67471	RFC ENGINEERING, INC.	VOTING MAP	Engineering	100-41601-3135	9.56
67471	RFC ENGINEERING, INC.	ZONING MAP	Engineering	100-41601-3135	19.12
67471	RFC ENGINEERING, INC.	AVAILABLE RESIDENTIAL LOTS	Engineering	100-41601-3135	19.12
67471	RFC ENGINEERING, INC.	PLANNING COMMISSION MEE	Engineering	100-41601-3135	75.71
67471	RFC ENGINEERING, INC.	FIRE #3	Engineering	100-42201-3135	53.38
67471	RFC ENGINEERING, INC.	L3B1 STOPHER ADDITION FE	Engineering	100-42401-3135	28.68
67471	RFC ENGINEERING, INC.	HAM LAKE BUILDING PERMIT	Engineering	100-42401-3135	15.14
67471	RFC ENGINEERING, INC.	L4B1 PHEASANT RUN 2ND FE	Engineering	100-42401-3135	133.85
67471	RFC ENGINEERING, INC.	5-YEAR PLAN	Engineering	100-43101-3135	257.41
67471	RFC ENGINEERING, INC.	THOROUGHFARE PLAN	Engineering	100-43101-3135	9.56
67471	RFC ENGINEERING, INC.	CCWD RULES AMENDMENTS	Engineering	100-43201-3135	272.56
67471	RFC ENGINEERING, INC.	WACONIA STREET/COON CRE	Engineering	100-43201-3135	45.43
67471	RFC ENGINEERING, INC.	DITCH 60 SUB-WATERSHED PL	Engineering	100-43201-3135	151.42
67471	RFC ENGINEERING, INC.	PARK & TREE COMMISSION	Engineering	100-44101-3135	90.85
67471	RFC ENGINEERING, INC.	PARK & TREE MAP	Engineering	100-44101-3135	9.56
67471	RFC ENGINEERING, INC.	STREET LIGHT ASSESSMENTS	Other professional services	232-43701-3190	45.43
67471	RFC ENGINEERING, INC.	CSAH 116./BUNKER LAKE BO	Engineering	431-43301-3135	257.41
67471	RFC ENGINEERING, INC.	162ND LANE/BUCHANAN STR	Engineering	431-43301-3135	1,389.69
67471	RFC ENGINEERING, INC.	2025 REHAB	Engineering	431-43301-3135	45.42
67471	RFC ENGINEERING, INC.	CSAH 116/NAPLES STREET RO	Engineering	431-43301-3135	60.57
67471	RFC ENGINEERING, INC.	CSAH 17 N OF CSAH 18	Engineering	431-43301-3135	15.14
67471	RFC ENGINEERING, INC.	HIDDEN FOREST EAST PARK -	Engineering	440-44103-3135	408.83
67471	RFC ENGINEERING, INC.	HIDDEN FOREST EAST PARK U	Engineering	440-44103-3135	166.56
67471	RFC ENGINEERING, INC.	KOHLER SKETCH - LABELS	Engineering	890-90001-3135	35.00
67471	RFC ENGINEERING, INC.	16905 BALTIMORE ST LOT LIN	Engineering	890-90001-3135	35.00
67471	RFC ENGINEERING, INC.	MARKQUART RV - LABELS	Engineering	890-90001-3135	35.00
67471	RFC ENGINEERING, INC.	15035 ABERDEEN ST DRAINA	Engineering	890-90001-3135	9.56
67471	RFC ENGINEERING, INC.	RUDS SKOGSTED	Engineering	890-90001-3135	72.51
67471	RFC ENGINEERING, INC.	HIDDEN FOREST EAST 4TH	Engineering	890-90001-3135	30.28
67471	RFC ENGINEERING, INC.	MARKQUART RV	Engineering	890-90001-3135	115.55
67471	RFC ENGINEERING, INC.	HARMONY ESTATES 3RD	Engineering	890-90001-3135	211.99
67471	RFC ENGINEERING, INC.	ELWELL FARMS	Engineering	890-90001-3135	2,926.89
67471	RFC ENGINEERING, INC.	L4B2 STONE ESTATES DRAINA	Engineering	890-90001-3135	333.11
67471	RFC ENGINEERING, INC.	KWIK TRIP	Engineering	890-90001-3135	408.83
67471	RFC ENGINEERING, INC.	KOHLER SKETCH	Engineering	890-90001-3135	2,458.53
67471	RFC ENGINEERING, INC.	L1 B2 FOX TAIL RIDGE - DERCO	Engineering	890-90001-3135	772.25
67471	RFC ENGINEERING, INC.	GROUP PERMIT BILLING	Engineering	100-43501-3135	454.26
67471	RFC ENGINEERING, INC.	143RD AVENUE ROW2025-08	Engineering	431-43301-3135	90.85
67471	RFC ENGINEERING, INC.	MSA GROUP BILLING	Engineering	431-43301-3135	539.53
67471	RFC ENGINEERING, INC.	143RD AVENUE	Engineering	431-43301-3135	354.24
67475	SUMMIT COMPANIES	RESIDENT FIRE EXTINGUISHER	Fire Extinguisher	100-20203	6.25
67475	SUMMIT COMPANIES	RESIDENT FIRE EXTINGUISHER	Fire Extinguisher	100-20203	6.25



## Council Approval List

Payment Dates: 8/19/2025 - 9/2/2025

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
67475	SUMMIT COMPANIES	RESIDENT FIRE EXTINGUISHER	Fire Extinguisher	100-20203	12.50
67475	SUMMIT COMPANIES	RESIDENT FIRE EXTINGUISHER	Fire Extinguisher	100-20203	43.75
67475	SUMMIT COMPANIES	RESIDENT FIRE EXTINGUISHER	Fire Extinguisher	100-20203	75.00
67476	TASC	OCTOBER COBRA ADMINISTR	Other professional services	100-41701-3190	43.30
67477	US BANK CORPORATE PAYME	ZOOM-zoom-NW	Dues & subscriptions	100-41201-3920	14.69
67477	US BANK CORPORATE PAYME	IOS-Toner - DS-NW	Office supplies	100-41301-2110	162.17
67477	US BANK CORPORATE PAYME	MNGFOA-GFOA Day to Unite	Training/conferences/schools	100-41401-3510	8.00
67477	US BANK CORPORATE PAYME	IOS-note pads-NW	Office supplies	100-41701-2110	12.36
67477	US BANK CORPORATE PAYME	IOS-C paper, envelope, post it,	Office supplies	100-41701-2110	195.27
67477	US BANK CORPORATE PAYME	AMAZON-NAME PLATE - MJ-N	Operating supplies	100-41701-2290	10.97
67477	US BANK CORPORATE PAYME	AMAZON-stain remover-NW	Operating supplies	100-41701-2290	65.76
67477	US BANK CORPORATE PAYME	IOS-batteries, toilet paper, pap	Operating supplies	100-41701-2290	328.29
67477	US BANK CORPORATE PAYME	IOS-coil key chains-NW	Operating supplies	100-41701-2290	8.68
67477	US BANK CORPORATE PAYME	PANTHEON-website-NW	Internet & website	100-41707-3220	350.00
67477	US BANK CORPORATE PAYME	AMAZON-gas meter battery-N	Operating supplies	100-42201-2290	69.99
67477	US BANK CORPORATE PAYME	AMAZON-wood broom handl	Operating supplies	100-42201-2290	75.38
67477	US BANK CORPORATE PAYME	AMAZON-latex gloves-NW	Operating supplies	100-42201-2290	77.82
67477	US BANK CORPORATE PAYME	AMAZON-floor squeegees, ha	Operating supplies	100-42201-2290	113.67
67477	US BANK CORPORATE PAYME	WPSG-captain badges-NW	Operating supplies	100-42201-2290	196.71
67477	US BANK CORPORATE PAYME	AMAZON-water filter-NW	Operating supplies	100-42201-2290	72.64
67477	US BANK CORPORATE PAYME	CHEFS DEAL-Ice maker filters-	Operating supplies	100-42201-2290	184.00
67477	US BANK CORPORATE PAYME	AMAZON-Neptune 6V battery	Operating supplies	100-42201-2290	18.75
67477	US BANK CORPORATE PAYME	ACTIVE 911-Active 911 subscri	Dues & subscriptions	100-42201-3920	761.40
67477	US BANK CORPORATE PAYME	BP-fuel non oxy-JC	Fuel	100-43101-2230	124.98
67477	US BANK CORPORATE PAYME	AMAZON-USB TO RS232 ADA	Operating supplies	100-43101-2290	9.79
67477	US BANK CORPORATE PAYME	AMAZON-trailer light lens-NW	Equipment parts & supplies	100-43101-2320	24.96
67477	US BANK CORPORATE PAYME	ROAD MACHINERY-#55 parts-	Equipment parts & supplies	100-44101-2320	303.87
67477	US BANK CORPORATE PAYME	AMAZON-#65 fans-NW	Equipment parts & supplies	100-44101-2320	26.58
67479	Z SYSTEMS	AV EQUIPMENT REPAIR	Equipment repair & maintena	100-42201-3440	487.50
DFT0002940	COMPENSATION CONSULTAN	Health Savings Account	HSA Account	100-21712	150.00
DFT0002941	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	6,691.91
DFT0002941	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	2,120.20
DFT0002941	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	8,460.34
DFT0002942	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,940.77
DFT0002943	PERA	Retirement-Coordinated	PERA	100-21703	7,451.86
DFT0002943	PERA	Retirement-Elected Officials	PERA	100-21703	40.84
DFT0002943	PERA	Retirement-Police & Fire	PERA	100-21703	1,318.92
DFT0002944	VOYA	Deferred Compensation	Deferred compensation	100-21704	2,485.00
DFT0002944	VOYA	Roth IRA	Deferred compensation	100-21704	50.00
DFT0002945	US POSTMASTER	AUG SR CENTER POSTAGE	Postage Liability	100-20204	43.27
DFT0002946	US POSTMASTER	2025 STREETLIGHT ASSESSME	Postage	232-43701-2120	560.40
Grand Total:					86,983.01

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL	56,859.97
211 - HAM LAKER	900.00
231 - RECYCLING	6,390.15
232 - STREET LIGHT	605.83
262 - HAM LAKE EDA	2,603.06
263 - LODGING TAX	5,881.21
370 - 2010 CIP BOND DEBT	2,100.00
431 - REVOLVING STREET	3,622.90
440 - PARK & BEACH LAND	575.39
890 - TRUST FUND	7,444.50
<b>Grand Total:</b>	<b>86,983.01</b>

## Account Summary

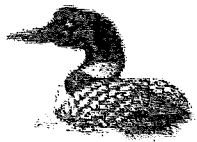
Account Number	Account Name	Payment Amount
100-11502	COBRA receivable	52.06
100-20203	Fire Extinguisher	143.75
100-20204	Postage Liability	43.27
100-21701	Federal WH/FICA/MC	17,272.45
100-21702	State W/H	2,940.77
100-21703	PERA	8,811.62
100-21704	Deferred compensation	2,535.00
100-21711	Dental Insurance	906.47
100-21712	HSA Account	150.00
100-21714	Life Insurance	257.28
100-41101-3135	Engineering	255.81
100-41201-2510	Software licenses & upgr	36.90
100-41201-3920	Dues & subscriptions	14.69
100-41301-2110	Office supplies	162.17
100-41301-2510	Software licenses & upgr	63.63
100-41401-2510	Software licenses & upgr	63.63
100-41401-3510	Training/conferences/sc	8.00
100-41601-2510	Software licenses & upgr	26.73
100-41601-3135	Engineering	123.51
100-41701-2110	Office supplies	207.63
100-41701-2290	Operating supplies	413.70
100-41701-3190	Other professional servi	43.30
100-41701-3210	Phones/radios/pagers	161.99
100-41701-3320	Equipment rentals	1,382.13
100-41702-3430	Cleaning service	765.00
100-41707-3120	Computer & software su	3,404.37
100-41707-3220	Internet & website	387.50
100-42201-2210	Clothing & personal prot	256.55
100-42201-2290	Operating supplies	1,088.76
100-42201-2320	Equipment parts & suppl	96.58
100-42201-2510	Software licenses & upgr	47.07
100-42201-3120	Computer & software su	1,037.35
100-42201-3135	Engineering	53.38
100-42201-3210	Phones/radios/pagers	37.79
100-42201-3220	Internet	75.00
100-42201-3390	Rentals-other	11.32
100-42201-3440	Equipment repair & mai	4,761.00
100-42201-3920	Dues & subscriptions	761.40
100-42202-3430	Cleaning service	699.00
100-42401-2110	Office supplies	102.68
100-42401-2510	Software licenses & upgr	100.53
100-42401-3120	Computer & software su	772.79
100-42401-3135	Engineering	177.67

**Account Summary**

Account Number	Account Name	Payment Amount
100-42401-3210	Phones/radios/pagers	28.34
100-42401-3320	Equipment rentals	966.47
100-43101-2210	Clothing & personal prot	283.46
100-43101-2230	Fuel	124.98
100-43101-2290	Operating supplies	44.26
100-43101-2320	Equipment parts & suppl	570.96
100-43101-2510	Software licenses & upgr	26.42
100-43101-3120	Computer & software su	993.91
100-43101-3135	Engineering	266.97
100-43101-3210	Phones/radios/pagers	18.90
100-43101-3470	Vehicle repair & mainten	30.60
100-43104-3430	Cleaning service	148.00
100-43201-3135	Engineering	469.41
100-43401-3610	Electricity	26.45
100-43501-3135	Engineering	454.26
100-44101-2210	Clothing & personal prot	118.16
100-44101-2290	Operating supplies	54.25
100-44101-2320	Equipment parts & suppl	600.94
100-44101-3120	Computer & software su	257.58
100-44101-3135	Engineering	100.41
100-44101-3210	Phones/radios/pagers	9.45
100-44101-3440	Equipment repair & mai	215.77
100-44201-3210	Phones/radios/pagers	37.79
100-44202-3430	Cleaning service	300.00
211-41704-3125	Editing	900.00
231-43601-3630	Waste management & r	6,390.15
232-43701-2120	Postage	560.40
232-43701-3190	Other professional servi	45.43
262-46101-3135	Engineering	2,603.06
263-46101-4120	Convention bureau	5,881.21
370-47101-6130	Agent fees	2,100.00
431-43301-3135	Engineering	3,622.90
440-44103-3135	Engineering	575.39
890-90001-3135	Engineering	7,444.50
<b>Grand Total:</b>		<b>86,983.01</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	73,791.51
202103-100	9.56
202111-100	2,603.06
202205-100	860.49
202302.032-100	1,389.69
202402.085-100	60.57
20250502.036-100	408.83
202505-100	445.09
231004009	964.00
231007001	5,426.15
MISC-100	1,024.06
<b>Grand Total:</b>	<b>86,983.01</b>



City of Ham Lake, MN

# EFT Payroll Check Register

## Report Summary

Pay Period: 8/3/2025-8/16/2025

Packet: PYPKT01797 - PPE 08/16/25 PAID 08/22/25

Payroll Set: City of Ham Lake - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	81	50,565.74
Total	81	50,565.74

Meeting Date: September 2, 2025



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

**To:** Mayor and Councilmembers

**From:** Denise Webster, City Administrator, on behalf of the Park Committee

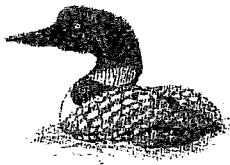
**Item/Title/Subject:** 2026 Facility Use Agreement with Soderville/Blaine Athletic Association (SBAA)

**Introduction/Discussion:**

Park Committee Liaison's Mayor Kirkham and Councilmember Hallberg met with staff to discuss fees for Soderville/Blaine Athletic Association (SBAA) to use Lion's and Ham Lake Park ballfields. It was determined that the cost of \$500 to rent each park for a tournament was not sufficient to cover the cost of the Public Works Department to prepare and clean-up after a tournament. The new rental fee for each of the parks will increase to \$1,000.00 per park for any weekend in which a tournament is played at the park.

**Recommendation:**

**The Park Committee is recommending approving the Facility Use Agreement for the use of the Athletic Fields at Lion's Park and Ham Lake Park for the 2026 with (SBAA) and increasing the fees to \$1,000 per park for any weekend in which a tournament is played.**



## CITY OF HAM LAKE

15544 Central Avenue NE  
Ham Lake, Minnesota 55304  
(763) 434-9555  
*info@hamlakemn.gov*

### **FACILITY USE AGREEMENT FOR ATHLETIC FIELDS AT LION'S PARK AND HAM LAKE PARK**

This Facility Use Agreement ("Agreement") is made and entered into by and between the City of Ham Lake, Minnesota ("City") and Soderville/Blaine Athletic Association, PO Box 400, St. Francis, Minnesota 55070 ("SBAA"), and shall become effective upon execution of this Agreement, payment of the rental fee and damage deposit as noted below, and receipt by the City of the insurance as required below. Unless and until these items have been satisfied, the City reserves the right to assign time slots for the Facilities identified herein to other groups.

The City hereby agrees to permit SBAA the use of Lion's Park located at 1220 157<sup>th</sup> Avenue NE and Ham Lake Park located at 1843 153<sup>rd</sup> Avenue NE, and the surrounding City premises and restroom facilities associated with the two parks ("Facilities"), in accordance with the pricing, conditions, and terms set forth herein. SBAA agrees to use the Facilities in accordance with the terms and conditions set forth herein.

1. **FACILITY USE AGREEMENT.** SBAA acknowledges that this Facility Use Agreement permits SBAA to use of the Facilities for the 2026 baseball/softball season, for purposes specifically related to baseball and softball, and is not a lease or rental agreement. *This agreement shall automatically continue for successive periods of one year each unless by November 1 of any given year the City shall have given written notice to SBAA of termination of this agreement, to be effective on November 1 of the following calendar year.* In conjunction with this Agreement, SBAA shall provide the City with a schedule for all practices and tournament dates in which either of the parks identified herein will be used ("Schedule").
2. **RENTAL FEE.** The rental fee for each of the parks identified herein shall be \$1,000.00 per park for any weekend in which a tournament is played at the park. The rental fees must be paid by SBAA to the City 30 days prior to the tournament and will be based upon the number of tournaments identified by SBAA as set forth in the Schedule. SBAA must obtain prior permission from the City before holding any practices or tournaments not identified in the Schedule. If the City is notified 30 days prior to the tournament that it has been canceled, no fees will be charged.
3. **DAMAGE DEPOSIT.** SBAA shall provide a damage deposit to the City in the amount of \$1,000 prior to any use of the Facilities, which will be refunded to SBAA at the conclusion of the baseball/softball season, provided there was no damage to the Facilities as a result of SBAA's use.
4. **CITY'S RESPONSIBILITIES.** The City shall be responsible for the following:
  - Mowing the grass

- Removing garbage and recycling from the complex following the tournament (Monday morning).
- Having the Line Chalk and Drying Agent (provided by SBAA) brought out to the fields before the start of the tournament
- Stocking the indoor restrooms with paper towels, hand soap, toilet paper.
- Put up outfield fencing.

**5. SBAA'S RESPONSIBILITIES.** SBAA shall be responsible for the following:

- Dragging the infields.
- Chalking the lines.
- Stocking and staffing the concession stand.
- Taking down and rolling-up outfield fencing after the tournament is over.
- Locking and Unlocking the indoor restrooms.
- Ordering and paying for any extra portable toilets that are needed for the tournaments

**6. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, SBAA will indemnify and hold harmless the City and its officers, employees, representatives, agents and assigns, from all claims arising from any and all liability, loss or damage they may suffer as a result of any losses, liabilities, claims, damage or expense, including reasonable attorney's fees and investigative expenses, they may incur which result from any claims against them, individually or severally, including, but not limited to, any claims arising from the activities to be carried out pursuant to the obligations of this Agreement. SBAA hereby expressly indemnifies and holds harmless the City for the consequences of any negligent act or omission of the City and its officers, employees, agents, and volunteers, unless such act or omission constitutes intentional misconduct.

**7. INSURANCE.** SBAA shall secure at its own expense and keep in effect during the term of this Agreement:

Commercial General Liability Insurance for bodily injury and property damage, with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. The City shall be named as an Additional Insured on a Primary and Non-Contributory basis on all policies. Reference to the Additional Insured endorsement to the policy shall be specified in the Certificate of Insurance and a copy attached to the Certificate of Insurance.

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Minnesota and acceptable to the City.

All policies shall be endorsed to provide a minimum of thirty (30) days advance notice of cancellation, non-renewal, or material change of policies. Reference to the Cancellation endorsement to the policy shall be specified in the Certificate of Insurance and a copy attached to the Certificate of Insurance

**8. TERMS AND CONDITIONS.** SBAA agrees to abide by and enforce the following terms and conditions, and all City policies and procedures, for the usage of the Facilities. SBAA understands and acknowledges that the Facilities are taxpayer funded public facilities and that the City reserves the right to deny usage of its facilities and property to any external organization, subject to all applicable state and federal laws governing the use of public property.

- A. SBAA agrees that this Agreement is by and between the City and SBAA and SBAA expressly covenants that it shall not assign or permit the Facilities, or any part thereof, to be used by others without the prior written consent of the City.
- B. SBAA shall use the Facilities in a safe and careful manner and shall comply with all applicable local, state and federal laws and rules and regulations pertaining to the Facilities as promulgated and amended from time to time by the City.
- C. SBAA shall not cause or permit damage or injury to the Facilities and shall assume responsibility for payment of any damages resulting from its use of the Facilities, or the use of the Facilities by its members or invitees. No alteration, addition, or improvement to the Facilities shall be made by SBAA without the prior written consent of the City. Any such alterations, additions, or improvements so approved by the City shall remain City property at the discretion of the City.
- D. SBAA shall keep the Facilities in a clean and orderly condition. Garbage and recycling must be placed in provided containers.
- E. SBAA agrees that it shall provide its own personnel, employees and/or volunteers during its usage of the Facilities. Such personnel shall be provided at SBAA's expense, including the provision of all applicable medical or health insurances, workers' compensation, and employment taxes. SBAA's personnel, employees and volunteers shall be directly supervised and controlled by SBAA and shall not be represented to be employees of the City.
- F. All youth or children's groups shall be supervised at all times by responsible adults provided by SBAA. SBAA agrees and understands that it is solely responsible for the conduct of any youth, adult, or member of SBAA using, or invited to the Facilities by SBAA, and shall ensure that such persons have knowledge of and will comply with all applicable policies and procedures of the City. SBAA agrees and understands that any persons brought or invited to the Facilities by SBAA may be asked to leave if such persons violate any federal, state or local laws or policies.
- G. The City will determine what, if any, security requirements may be appropriate for events held at the Facilities and SBAA shall be required to comply with any such security requirements. Should the City be requested or required to provide security, SBAA shall pay the City for all security costs incurred.
- H. SBAA agrees to obtain all required approvals for any music or other works protected by the U.S. Copyright Act that will be displayed, performed, played or sold during SBAA's use of the Facilities and assumes all legal obligations to defend and hold the City harmless from any allegations of copyright violations resulting from SBAA's use of the Facilities.
- I. SBAA shall be responsible for reporting and paying directly any and all Federal and State taxes arising out of its use of the Facilities.



- J. Possession, consumption, storage or sale of any alcohol beverages, controlled substances, or tobacco products is strictly prohibited on the Facilities.
- K. Parking is allowed in paved areas of the Facilities only. No parking will be allowed on 157<sup>th</sup> Avenue NE or Ham Lake Fire Station #1 at Lion's Park. Any vehicles illegally parked or parked in violation of this Agreement may be ticketed and/or towed at the owner's expense. SBAA agrees to communicate appropriate parking areas to its members and invitees.
- L. Absent extraordinary circumstances, as determined by the City in its sole discretion, should SBAA terminate this Agreement or cancel any tournaments as set forth in the Schedule, SBAA shall not be entitled to a refund of the Rental Fee.
- M. If the City is unable to provide use of the Facilities by reason of "Force Majeure", the City shall not be subject to any liability for failure to provide SBAA with the use of the Facilities. Under such circumstances, SBAA shall be entitled to a pro rata return of any advance sum paid, or any other acceptable arrangement mutually agreed to by the parties. For purposes of this Agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government or governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of the City.
- N. The City reserves the right to cancel any event at the Facilities, or to restrict access to the fields, due to an emergency, severe weather, vandalism, poor playing conditions or damage that could cause safety concerns.
- O. The City shall have the right to terminate this Agreement should SBAA violate any of the terms or conditions contained herein. Prior to exercising this right of termination, the City shall provide SBAA with a written notice specifying SBAA's violation, and providing SBAA with a reasonable opportunity to cure said violation. In the event that SBAA Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.
- P. This Agreement and the interpretation of its terms shall be governed by the laws of the State of Minnesota. Jurisdiction for any legal proceedings incident to this Agreement shall lie in Anoka County, Minnesota.
- Q. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

- R. Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in this Agreement. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
- S. SBAA understands and acknowledges that this Agreement, after acceptance, constitutes the entire Facility Use Agreement and may not be varied or altered unless done so in writing and signed by an authorized representative of both parties.

By signing this Facility Use Agreement, I acknowledge and affirm that I understand and agree to abide by the terms and conditions of this Agreement, I am the authorized representative of SBAA requesting usage of the Facilities, and have full authority to bind SBAA to the terms and conditions of this Agreement.

**SODERVILLE/BLAINE  
ATHLETIC ASSOCIATION**

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

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

\_\_\_\_\_  
(Name)

Its: \_\_\_\_\_

**CITY OF HAM LAKE**

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

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

Its: \_\_\_\_\_

**Meeting Date: September 2, 2025**

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

**To: Mayor and Councilmembers**

**From: Denise Webster, City Administrator**

**Subject: Minnesota Joint Powers Agreement on behalf of the City Attorney**

**Introduction/Discussion:** These documents and agreements are necessary in order for our Attorney's office to continue to have access to BCA data bases in order to perform the prosecutorial functions on behalf of Ham Lake.

**Recommendation:** I recommend approval of the attached Resolution and State of Minnesota Joint Powers Agreement.

**RESOLUTION NO. 25-xx**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS  
AGREEMENTS WITH THE CITY OF HAM LAKE ON BEHALF OF ITS CITY  
ATTORNEY**

WHEREAS, the City of Ham Lake on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Ham Lake on behalf of its Prosecuting Attorney, are hereby approved.
2. That the City Prosecutor, Scott Baumgartner, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Brian Kirkham, the Mayor for the City of Ham Lake, and Dawnette Shimek, the Deputy City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 2nd day of September, 2025.

CITY OF HAM LAKE

---

By: Brian Kirkham  
Its: Mayor

ATTEST: \_\_\_\_\_  
By: Dawnette Shimek  
Its: Deputy City Clerk



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Ham Lake on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a



method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.
- This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).
- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue  
Saint Paul, MN 55106



Telephone: 651.793.2590  
Email Address: [Diane.Bartell@state.mn.us](mailto:Diane.Bartell@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Scott Baumgartner, Attorney  
Address: 2140 4<sup>th</sup> Avenue N, Suite 5  
Anoka, MN 55303  
Telephone: 763.427.8877  
Email Address: [sbaumgartner@bbg.law](mailto:sbaumgartner@bbg.law)

**5 Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

**7 Audits**

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.



- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

### **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

### **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: Brian Kirkham

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

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

Name: Dawnette Shimek

Signed: \_\_\_\_\_

Title: Deputy City Clerk  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to the Office of State Procurement

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

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

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Ham Lake on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 257160, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an

Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to*

*Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

- g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.
- h. “**Subscriber**” shall mean the Agency.
- i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.



**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made



available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges

incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Brian Kirkham

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: Dawnette Shimek

Signed: \_\_\_\_\_

Title: Deputy City Clerk  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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

Meeting Date: September 2, 2025

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

**To: Mayor and Councilmembers**

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

**Subject: Additional Security Cameras for City Hall and the Recycling Areas**

**Introduction/Discussion:**

City Staff met with Wright-Hennepin Security about having cameras added to blind spots in City Hall and to the recycling areas located north of City Hall parking lot and rolloffs by the tennis courts. The need to have these cameras has been warranted by the installation of a Naloxone box by the County and an increase in illegal dumping by the recycling areas. To help mitigate any potential nuisance activity and keep disposal costs to a minimum, I am recommending the installation of additional security cameras in these areas. A quote of \$10,900 was received from Wright-Hennepin Security. The funding would come from the Building Equipment Fund.

**Recommendation:**

I am recommending approving the use of Building Equipment Fund in the amount of \$10,900 for additional security cameras.

<b>Billing Address</b>	<b>Site Address</b>	<b>Your Sales Rep</b>
<b>City of Ham Lake,</b> 15544 Central Ave NE Ham Lake, MN 55304-5609 US  accountspayable@ci.ham-lake.mn.us	<b>City of Ham Lake,</b> 15544 Central Ave NE Ham Lake, MN 55304-5609 US  accountspayable@ci.ham-lake.mn.us	<b>Andrew Hirsch</b> Product & Service Representative 763-477-3138 adhirsch@whe.org

**Equipment Provided Under This Proposal**

Description	Location	
Installation Commercial Equip/Parts	Wire	\$150.00
Security Commercial Installation	Install	\$3,220.00
Avycon Point to Point Module	Dumpster Bldg Point to point	\$260.00
Avycon Point to Point Module	East Bldg Point to point	\$260.00
Avycon Point to Point Module	City Hall Point to point	\$260.00
Intellinet 5 Port Poe Gigabit Switch 40W	Switch Building East	\$135.00
Intellinet 5 Port Poe Gigabit Switch 40W	Switch Dumpster Bldg.	\$135.00
Avycon 5MP H.265 Bullet IP Camera Motorized 50mm	License Plate Dumpster Area	\$650.00
Avycon 5MP H.265 Bullet IP Camera Motorized 50mm	License Plate East Bldg	\$650.00
Avycon 8MP H.265 Eyeball IP Camera Fixed 2.8mm	Camera Dumpster Bldg South Green	\$385.00
Avycon 8MP H.265 Eyeball IP Camera Fixed 2.8mm	Camera Dumpster Bldg North Yellow	\$385.00
Avycon 8MP H.265 Eyeball IP Camera Fixed 2.8mm	Camera Building East	\$385.00
<b>**Add Camera to Council Chambers**</b>		
Security Commercial Installation	Install	\$345.00
12MP 4K INDOOR FISHEYE IP 360 Deg	Council Chambers	\$950.00
<b>**Add Camera to Front Entry**</b>		
Security Commercial Installation	Install	\$345.00
Avycon 8MP H.265 Eyeball IP Camera Fixed 2.8mm	Camera Front Entry	\$385.00
NVR to Support more than 16 Cameras		
32CH 4K NVR W/16CH POE DUAL NIC	NVR up to 32 Cameras	\$2,000.00
Security Cameras Recycling	<b>Total Cost</b>	<b>\$10,900.00</b>
Add point to point to Recycling Buildings		
	<b>Deposit Amount</b>	<b>\$5,450.00</b>

WHS may fax, email, scan, image, or otherwise save, convert, retain and store this Agreement and any other communications, documents, materials, or Information regarding this Agreement or its performance into an electronic media or format of any type or form, through means now known or later developed (herein "Electronic Media"). In the sole and absolute discretion of WHS, it may destroy any original "wet ink" copy of this Agreement or other written documents, materials, or information which has been saved, converted, retained, or stored by WHS in Electronic Media. Any unaltered or unadulterated copy of this Agreement or other communications, documents, materials or information produced from Electronic Media will be binding upon the parties and equivalent to an original for all purposes, including court or arbitration proceedings. Subscriber agrees that to the extent any law requires a record to be in writing, the Electronic Media record satisfies the law.

Each party may rely upon the other party's assent to the foregoing Electronic Media practice when such party has signed this Agreement or demonstrated its intent to be bound, whether by electronic signature or otherwise. Such action will signify Subscriber's consent to complete this Agreement electronically and to conduct business by electronic means and through Electronic Media.

WHS offers Subscriber the ability to complete and sign this Agreement using an electronic process and signing by an electronic signature in lieu of a paper-based signature. Subscriber agrees not to electronically sign this Agreement without first reading it and ensuring it has been accurately completed by the Subscriber, thus demonstrating that Subscriber is able to access the electronic Agreement and process used by WHS. If so elected, Subscriber is signing and delivering this Agreement through an electronic signature, rather than using printed paper documents, and is intending to legally bind the Subscriber to this Agreement. Subscriber agrees the electronic signature is legally binding and is the legal equivalent of a manual or "wet ink" signature on a printed copy of this Agreement. Such electronic signature means Subscriber agrees and consents to be legally bound by this Agreement's terms and conditions and constitutes an acceptance and agreement as if actually completed in writing. Subscriber agrees that no third-party certification, authority or other verification is necessary to validate the electronic signature or actions taken by Subscriber and that the lack of such certification or verification will not in any way affect the enforceability of the same. Subscriber agrees that to the extent any law requires a signature, the electronic signature satisfies the law.

Accepted \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Sales tax will be added at the time of billing. The prices quoted on this proposal are valid for 30 days from the date shown above.**





## CITY OF HAM LAKE

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

### CITY OF HAM LAKE PLANNING COMMISSION AGENDA MONDAY, AUGUST 25, 2025

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

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES:** August 11, 2025

#### **PUBLIC HEARING:**

- 6:01 p.m.** John Markquart of Markquart Ham Lake, LLC, requesting an amendment to the Conditional Use Permit to revise hours of operation for North Country RV at 14525 Highway 65 NE.
- 6:01 p.m.** Abraham Alwan of Exotic Automotives LLC, requesting a Conditional Use Permit to operate a service, repair and auto body shop at 16909 Baltimore Street NE.
- 6:01 p.m.** Darren Lazan of Landform Professional Services, LLC, on behalf of Jason Osberg, JD Ham Lake Holdings, LLC, requesting preliminary plat approval and rezoning of portions of land from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) for Kohler Farms, a 43-lot single family residential development in Section 13.

#### **NEW BUSINESS:**

1. Joseph Radach of Contour Development LLC, requesting Final Plat approval, for Elwell Farms (50 Single Family Residential lots and 8 outlots) in Section 36.

#### **COMMISSION BUSINESS:**

1. City Council Update

**CITY OF HAM LAKE  
STAFF REPORT**

**Meeting Date: September 2, 2025**

**To: Mayor and Councilmembers**

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

**Item/Title/Subject: Elwell Farms Parkland Dedication Discussion**

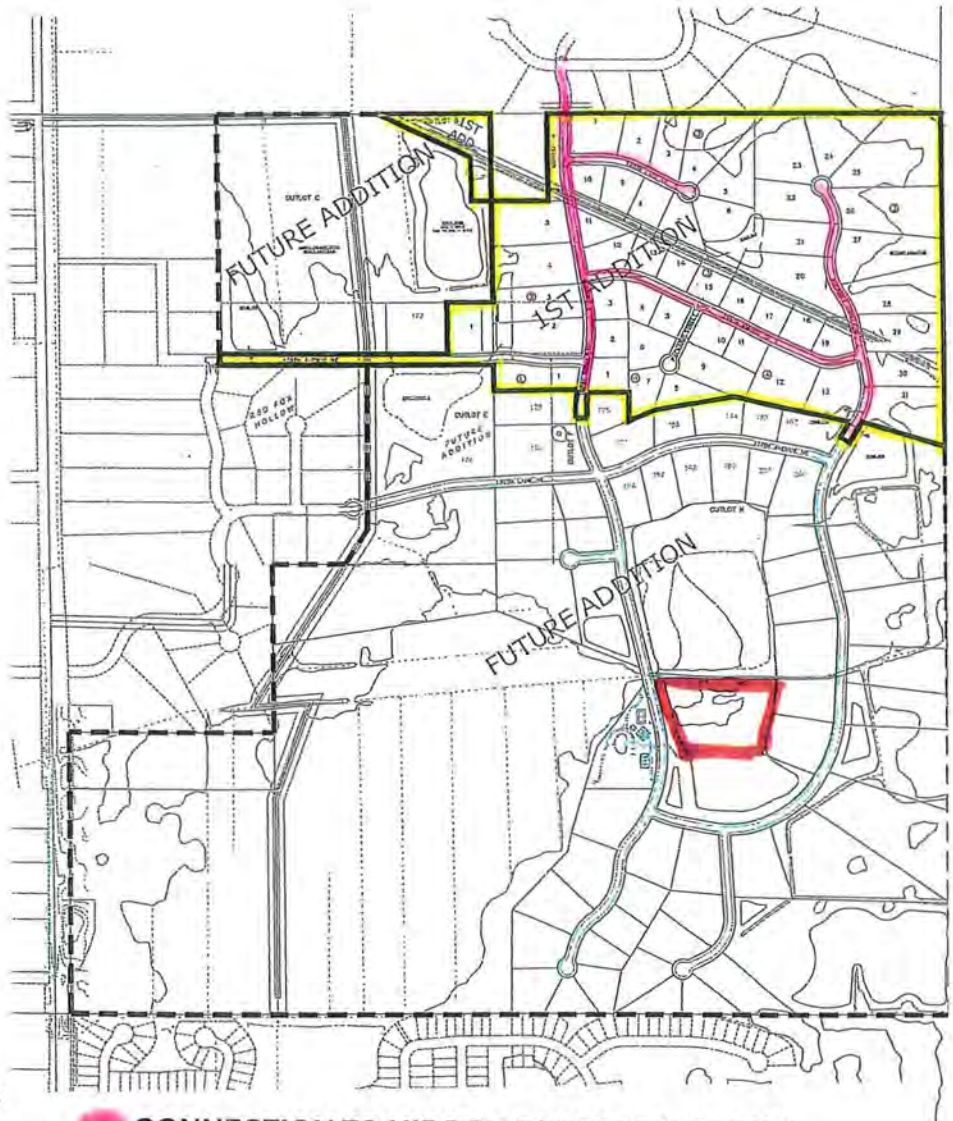


**HIDDEN FOREST EAST PARK  
(existing park)**

**ELWELL FARMS  
PARKLAND DEDICATION:**

Being this plat has very recently and significantly been amended from 107 lots to 50 lots and there is no park or trails located within this addition, if money is taken in lieu of land for the 50 Lots currently being platted, the fees collected by the city will be:  
50 lots x \$2,500 per lot  
= \$125,000.00 that would be added to the Park Fund and no parkland Fees would be held to refund to the developer.

The trails and parkland would then be calculated when the remaining 57 lots are platted. It is this area where the plan shows future trails and parkland.



**CONNECTION TO HIDDEN FOREST EAST PARK**



**FUTURE PARKLAND AND TRAILS TO BE  
DEDICATED WHEN FUTURE ADDITIONS ARE PLATTED**



Lane NE parcel and the remaining outlots will become part of a proposed wetland bank. Engineer Krugler stated there are going to be three streets providing access to the development; there will be no access from streets in Columbus, Blaine, or Lino Lakes. Engineer Krugler stated there is a 70-foot-wide Minnesota Pipe Line (aka Flint Hills Resources) easement going through parcels in the northeast section of the plat; Flint Hills Resources has approved the plans for both street crossings and one storm pipe crossing. Engineer Krugler stated there are 14 various easements across the 18 parcels; all easements must be vacated, released, or appropriately confined at the developer's expense before the final plat is filed. Engineer Krugler stated the developer is proposing the creation of a park on the western side of the plat. Engineer Krugler stated parkland dedication will need to be determined later because a wetland bank requires the dedication of a trail easement through the wetland or payment of parkland dedication fees in addition to parkland dedication fees being paid for 107 lots, less the value of the land that is being dedicated as a park. Engineer Krugler stated the wetland banking ordinance states wetland banks shall have improved roadway frontage. Engineer Krugler stated there are existing buildings, accessory buildings, farm buildings, wells and septic systems located within the proposed development; some buildings will be demolished the remaining buildings must conform to City Code. Engineer Krugler stated existing septic systems will need to be abandoned per Minnesota Pollution Control Agency requirements and proof of abandonment must be provided to the Building Official before the issuance of building permits. Engineer Krugler stated encroachment agreements for septic lines crossing drainage and utility easements and encroachment agreements for driveways located within drainage and utility easements will be required. Engineer Krugler stated Haugo Geotechnical Services provided a summary of water level readings; the report outlines the high groundwater to be used to ensure one-foot separation required of low floors of the proposed buildings. Engineer Krugler stated a rare plat survey was done on the site. Engineer Krugler stated the developer will be avoiding all threatened plants but one, Blunt-Lobed Grape Fern, for which a taking permit has been obtained. Commissioner Dixon asked if the developer needed to obtain Letters of Map Amendment (LOMA) from FEMA. Engineer Krugler stated there were parcels touching the flood plain on the sketch plan, but the preliminary plat shows that all buildings to be outside of the FEMA flood plain so no LOMAs are needed. Commissioner Pogalz completed the inspection, a copy which is on file. Commissioner Pogalz stated there are various outbuildings and three homes in the proposed development area. Chair Pogalz stated there has been some tree clearing done but no other activity related to accessory building removal. Chair Pogalz stated dumpsters are on the site. Chair Pogalz stated the site is 500 acres of primarily open land, some areas of trees and areas that were once wetlands before they were drained for sod farming; it is a large open area suitable for residential development.

Parkland Dedication Fees  
107 lots X 2500 per lot = \$267,500

**Chair Pogalz opened the public hearing at 6:09 p.m. and asked for public comment.**

Cathy Montain, 1160 Constance Boulevard NE

Ms. Montain stated she owns property in Columbus adjacent to the southeast corner of the proposed development. Ms. Montain asked if lots will be created over the entire property identified on the public hearing notice. Chair Pogalz stated the entire property will be developed. Ms. Montain asked if housing would abut her property. Engineer

**CITY OF HAM LAKE, MINNESOTA  
RESOLUTION NO. 25-XX**

**APPROVAL OF AMENDMENT TO CONDITIONAL USE PERMIT  
14525 HIGHWAY 65 NE**

**WHEREAS**, Markquart Ham Lake, LLC, North Country RV, filed an application dated March 27, 2025, Receipt #101892, requesting an amendment to the Conditional Use Permit to operate North Country RV, the sale of new and used trade-in vehicles, which include campers, motor homes and recreational vehicle trailers on property located at 14525 Highway 65 NE. The subject property is legally described as follows:

PID#29-32-23-13-0019 (the "Property")

LOT 1, BLOCK 2, NORTH PINES

**WHEREAS**, the Property is located in the Commercial Development I (CD-1) Zoning District; and

**WHEREAS**, CD-1 Zoning Districts are intended to apply to certain commercial uses on lands abutting the City's only major thoroughfare, Trunk Highway 65 corridor. In that these lands have high visibility to the traveling public, it is considered important to the preservation of land values in general, as well as important to the continuing ability of the City to generate the establishment of quality commercial development and the concomitant tax and employment base, that structures in the CD-1 Zoning Districts observe specific construction and aesthetic standards.

**WHEREAS**, the intended use of the Property is for the sale of new and used trade-in vehicles, which include campers, motor homes and recreational vehicle trailers; and

**WHEREAS**, under Section 9-220.2 (c) of the Ham Lake City Code, the sale of new and used trade-in vehicles, which include campers, motor homes and recreational vehicle trailers is a conditional use in CD-1 Zoning Districts; and

**WHEREAS**, pursuant to Section 9-310.2 of the Ham Lake City Code, the Ham Lake Planning Commission reviewed the conditional use application and held a public hearing at their regular meeting on August 25, 2025, and recommended approval of the amended Conditional Use Permit with conditions;

**WHEREAS**, the Ham Lake Planning Commissions meeting minutes and materials from its August 25, 2025 meeting shall be used to support the Ham Lake City Council's findings of fact.

**NOW, THEREFORE, BE IT RESOLVED** that the Ham Lake City Council hereby approves the Conditional Use Permit for the property located at 14525 Highway 65 NE subject to the conditions and approval as recommended by the Planning Commission to wit:

**PREVIOUS CONDITIONS APPROVED BY THE HAM LAKE CITY COUNCIL:**

- 1) Signage in customer restricted areas to be posted every 50 feet and on all corners and, if signage is deemed not to be working, that the City reserves the right to require paving or fencing of these areas.
- 2) The City reserves the right to address noise complaints.
- 3) The Aberdeen Street NE access is an exit only access.
- 4) The City reserves the right to alter access of 145<sup>th</sup> Lane NE and Aberdeen Street NE.
- 5) A double row of 4-foot conifer trees be planted and maintained along Aberdeen Street NE.
- 6) Fencing to be repaired along the entire perimeter of the property.
- 7) The trash enclosure to be screened.
- 8) No engine repair is to be done on site.
- 9) Severely damaged vehicles be kept inside the facility or completely screened or covered and that there will be a maximum of 2 damaged vehicles on the lot at any one time.
- 10) Signage facing the residential area to be removed.
- 11) Hours of operation will be 9:00 a.m. to 8:00 p.m. Monday through Saturday.
- 12) Meeting all City, State and County Codes.

**AMENDED CONDITIONS APPROVED ON SEPTEMBER 2, 2025 BY THE HAM LAKE CITY COUNCIL:**

- 1) Hours of operations will now be 7:00 a.m. to 8:00 p.m. Monday – Saturday.
- 2) A double row of 4-foot conifer trees be maintained along Aberdeen Street NE.
- 3) Fencing to be maintained along the entire perimeter of the property.

**FURTHERMORE**, the Ham Lake City Council hereby approves the amendment to the Conditional Use Permit for 14525 Highway 65 NE subject to the following additional conditions:

1. Written receipt by the City, and approval by the City Attorney, of acknowledgement and approval of the Conditional Use Permit by the owner of the Property located at 14525 Highway 65 NE.
2. Ongoing and complete compliance with all applicable Ham Lake City Code requirements.

Adopted by the Ham Lake City Council this the 2nd day of September, 2025.

ATTEST:

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Denise Webster, City Clerk

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Brian Kirkham, Mayor

**CITY OF HAM LAKE, MINNESOTA  
RESOLUTION NO. 25-XX**

**APPROVAL OF CONDITIONAL USE PERMIT  
16909 BALTIMORE STREET NE**

**WHEREAS**, Abraham Alwan, Exotic Automotives, LLC, filed an application dated August 7, 2025, Receipt #103335, requesting a conditional use permit to operate Exotic Automotives, LLC, a service, car repair and auto body shop on property located at 16909 Baltimore Street NE. (The subject property (PIN # 08-32-23-13-0030) is legally described as follows:

That part of the South 272.00 feet, as measured along the Westerly line of the plat of BIRCH VIEW ACRES, according to the recorded plat thereof, of the Southwest Quarter of the Northeast Quarter of Section 8, Township 32, Range 23, Anoka County, Minnesota, lying West of said Westerly line of BIRCH VIEW ACRES and lying Easterly of the following described centerline: Commencing at the Southwest corner of said plat of BIRCH VIEW ACRES; thence North 89 degrees 07 minutes 31 seconds West, assumed bearing along the South line of said Southwest Quarter of the Northeast Quarter, a distance of 273.41 feet to the point of beginning of the centerline to be described; thence North 0 degrees 52 minutes 29 seconds East, a distance of 72.70 feet to a point of curve; thence Northerly along a curve concave to the West having a radius of 590.41 feet, a central angle of 9 degrees 40 minutes 53 seconds, an arc length of 99.76 feet and a chord which bears North 3 degrees 57 minutes 50 seconds West to a point of reverse curve; thence Northerly along a curve concave to the East having a radius of 521.57 feet, a central angle of 10 degrees 57 minutes 07 seconds, an arc length of 99.70 feet and a chord which bears North 3 degrees 19 minutes 50 seconds West to a point of tangency; thence North 2 degrees 08 minutes 43 seconds East to a point on the North line of the said South 272.00 feet of the Southwest Quarter of the Northeast Quarter and there terminating. Subject to easements of record. (the "Property")

**WHEREAS**, the Property is located in the Commercial Development II (CD-2) Zoning District; and

**WHEREAS**, CD-2 Zoning Districts are located adjacent to the CD-1 Zoning Districts, and constitute a second tier of commercial activities along the Trunk Highway 65 corridor. CD-2 Zoning Districts also have importance in presenting a visually pleasing image to the traveling public, but are less visible from the Trunk Highway 65 roadway than the CD-1 Zoning Districts; and

**WHEREAS**, the intended use of the Property is for a combination of service, car repair and auto body shop; and

**WHEREAS**, under Section 9-220.3 (b) of the Ham Lake City Code, used vehicle sales are a permitted use in the CD-2 Zoning District; and

**WHEREAS**, under Section 9-220.3 (c) of the Ham Lake City Code, automobile repair shops are a conditional use in CD-2 Zoning Districts; and

**WHEREAS**, pursuant to Section 9-310.2 of the Ham Lake City Code, the Ham Lake Planning Commission reviewed the conditional use application and held a public hearing at their regular meeting on August 25, 2025, and recommended approval of the Conditional Use Permit with the following conditions:

1. That all damaged vehicles be parked within the screened area and that a 12-foot drive aisle be maintained between rows of cars and at the end of each row, on the gate side, of the screened in area.
2. No outside storage of liquids, tires, parts, etc.
3. No “parts” cars (vehicles bought for the sole purposes of removing parts for other vehicles)
4. All repairs need to be done inside the building. This includes any type of repair work such as body work or replacement of headlights, etc.
5. All fluids to be contained and disposed of according to State and County requirements.
6. That proper screening be provided between commercial and residential property and that the primary and secondary septic area and septic tanks be protected.
7. That all auto sales activities be kept separate from the auto repair, and all requirements of Article 7-900 be adhered to for auto sales.
8. Exotic Automotives, LLC provide a minimum of four parking stalls for employees, and four parking stalls for customers. The handicap parking space(s) must be property marked.
9. Exotic Automotives, LLC hours of operation are to be, Monday through Friday 10:00 am to 7:00 pm, and Saturday 10:00 am to 5:00 pm.
10. Meeting all City, County, and State requirements.

**WHEREAS**, the Ham Lake Planning Commissions meeting minutes and materials from its August 25, 2025 meeting shall be used to support the findings of fact.

**NOW, THEREFORE, BE IT RESOLVED** that the Ham Lake City Council hereby approves the Conditional Use Permit for the property located at 16909 Baltimore Street NE subject to the conditions and approval as recommended by the Planning Commission and stated herein, and further subject to the following condition:

1. Written receipt by the City, and approval by the City Attorney, of acknowledgement and approval of the Conditional Use Permit by the owner of the property located at 16909 Baltimore Street NE.
2. Ongoing and complete compliance with all applicable Ham Lake City Code requirements.

Adopted by the Ham Lake City Council this the 2nd day of September 2025.

ATTEST:

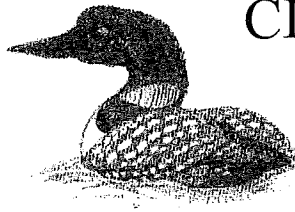
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Brian Kirkham, Mayor

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Denise Webster, City Clerk





# CITY OF HAM LAKE

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

## CITY OF HAM LAKE PLANNING COMMISSION MINUTES MONDAY, AUGUST 25, 2025

The Ham Lake Planning Commission met for its regular meeting on Monday, August 25, 2025, in the Council Chambers at Ham Lake City Hall located at 15544 Central Avenue NE in Ham Lake, Minnesota.

**MEMBERS PRESENT:** Commissioners Brian Pogalz, Kyle Lejonvarn, Dave Ringler, David Ross and Erin Dixon

**MEMBERS ABSENT:** Commissioners Jeff Entsminger and Jonathan Fisher

**OTHERS PRESENT:** Attorney Mark Berglund, Building and Zoning Official Mark Jones, City Engineer Dave Krugler and Building and Zoning Clerk Jennifer Bohr

**CALL TO ORDER:** Chair Pogalz called the meeting to order at 6:00 p.m.

### **PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was recited by all in attendance.

### **APPROVAL OF MINUTES:**

**Motion by Dixon, seconded by Ringler, to approve the minutes of the August 11, 2025, Planning Commission meeting as written. All present in favor, motion carried.**

### **PUBLIC HEARING:**

John Markquart of Markquart Ham Lake, LLC, requesting an amendment to the Conditional Use Permit to revise hours of operation for North Country RV at 14525 Highway 65 NE.

Mr. John Markquart was not present. Commissioner Dixon completed the inspection, a copy which is on file. Commissioner Dixon stated the applicant has requested a change to the business hours listed on the existing Conditional Use Permit (CUP). Commissioner Dixon stated the applicant requested longer business hours on Saturday and some business hours on Sunday. Commissioner Dixon stated per state statute, no motor vehicle sales are permitted on Sundays; campers are considered motor vehicles per the definition in state statute. Commissioner Dixon stated there were several terms and conditions listed on the existing CUP and a few other terms should be modified. Commissioner Lejonvarn asked if the applicant had commented on needing business hours later than 8:00 p.m. and would sales hours be different than service hours. Commissioner Lejonvarn stated he is concerned about noise that could be generated



from the services bays due to the business being adjacent to residential lots. Commissioner Dixon stated the applicant did not ask for longer hours nor did he comment on differing hours between sales and service. Chair Pogalz stated during the commercial site plan review, Mr. Markquart stated hours may be shorter in winter months when sales are slow.

**Chair Pogalz opened the public hearing at 6:05 p.m. and asked for public comment.**

Faith Roberts, 14601 and 14604 Highway 65 NE

Ms. Roberts stated her property is directly north of the North Country RV parcel. Ms. Roberts stated she has never had an issue related to noise or business activity from the North Country RV.

**Chair Pogalz closed the public hearing at 6:07 p.m.**

**Motion by Dixon, seconded by Lejonvarn, to recommend approval of an amendment to the Conditional Use Permit to revise hours of operation for North Country RV at 14525 Highway 65 NE as requested by John Markquart of Markquart Ham Lake, LLC, and the revision of some of the existing terms per the following:**

- 1) Signage in customer restricted areas to be posted every 50 feet and on all corners and, if signage is deemed not to be working, that the City reserves the right to require paving or fencing of these areas.
- 2) The City reserves the right to address noise complaints.
- 3) The Aberdeen Street NE access is an exit only access.
- 4) The City reserves the right to alter access of 145<sup>th</sup> Lane NE and Aberdeen Street NE.
- 5) A double row of 4-foot conifer trees to be ~~planted~~ and maintained along Aberdeen Street NE.
- 6) Fencing to be maintained repaired along the entire perimeter of the property.
- 7) The trash enclosure to be screened.
- 8) No engine repair is to be done on site.
- 9) Severely damaged vehicles be kept inside the facility or completely screened or covered and that there will be a maximum of 2 damaged vehicles on the lot at any one time.
- 10) ~~Signage facing the residential area to be removed.~~
- 11) Hours of operation will be 7:01 a.m. 9:00 a.m. to 8:00 p.m. Monday through Saturday.
- 12) Meeting all City, State and County Codes.

**All present in favor, motion carried.** *This application will be placed on the City Council's Tuesday, September 2, 2025, agenda.*

**PUBLIC HEARING:**

Abraham Alwan of Exotic Automotives LLC, requesting a Conditional Use Permit to operate a service, repair and auto body shop at 16909 Baltimore Street NE

Mr. Abraham Alwan and Mr. Hany Omar were present. Mr. Omar spoke on Mr. Alwan's behalf. Mr. Omar stated he purchased the property several years ago with the intent of having multiple used car dealerships operating from the location along with mechanical

services. Mr. Omar stated Mr. Alwan would like to have the ability to repair cars onsite, which would include mechanical service as well as auto body work. Mr. Omar stated the paint booth has not been set up yet. Mr. Omar stated once they obtain approval for Mr. Alwan to do service, repair and auto body work, they will apply for the proper licensing. Commissioner Ross completed the inspection, a copy which is on file. Commissioner Ross stated he met with Mr. Alwan, inspected the site and all components of their operations. Commissioner Lejonvarn asked if Commissioner Ross observed any indication of stored chemicals or painting of cars. Commissioner Ross stated he did not. Commissioner Ross stated the paint booth has not yet been constructed. Commissioner Ross stated the building is large, six cars can be stored inside, and the sales area is separated from the service area. Building and Zoning Official Jones stated the applicant will need to apply for a mechanical permit to construct a spray booth, a fire suppression system is needed in the spray booth, make up air will be required, and the applicant must comply with all city and state codes.

**Chair Pogalz opened the public hearing at 6:13 p.m. and asked for public comment; with there being none, Chair Pogalz closed the public hearing at 6:13 p.m.**

**Motion by Ross, seconded by Dixon, to recommend approval of a Conditional Use Permit, as requested by Abraham Alwan of Exotic Automotives LLC, to operate a service, repair and auto body shop at 16909 Baltimore Street NE subject to:**

1. That all damaged vehicles be parked within the screened area and that a 12-foot drive aisle be maintained between rows of cars and at the end of each row, on the gate side, of the screened in area.
2. No outside storage of liquids, tires, parts, etc.
3. No "parts" cars (vehicles bought for the sole purposes of removing parts for other vehicles)
4. All repairs need to be done inside the building. This includes any type of repair work such as body work or replacement of headlights, etc.
5. All fluids to be contained and disposed of according to State and County requirements.
6. That proper screening be provided between commercial and residential property and that the primary and secondary septic area and septic tanks be protected.
7. That all auto sales activities be kept separate from the auto repair, and all requirements of Article 7-900 be adhered to for auto sales.
8. Exotic Automotives LLC provide a minimum of four parking stalls for employees, and four parking stalls for customers. The handicap parking space(s) must be properly marked.
9. Exotic Automotives LLC hours of operation are to be, Monday through Friday 10:00 a.m. to 7:00 p.m., and Saturday 10:00 a.m. to 5:00 p.m.
10. Meeting all City, County, and State requirements.

**All present in favor, motion carried. *This application will be placed on the City Council's Tuesday, September 2, 2025, agenda.***

**PUBLIC HEARING:**

Darren Lazan of Landform Professional Services, LLC, on behalf of Jason Osberg, JD Ham Lake Holdings, LLC, requesting preliminary plat approval and rezoning of portions of land from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) for Kohler Farms, a 43-lot single family residential development in Section 13

Mr. Darren Lazan and Mr. Jason Osberg were present. Mr. Lazan spoke on behalf of the project. Mr. Lazan provided background on their company's subdivision development history and some details on the Kohler Farms plat. Mr. Lazan stated they will be creating ponds within the plat and plan to excavate them to a depth of five feet below ground water level; several homes will have backyards that will have access to the ponds. Mr. Lazan stated the ponds, and chains of hydrology, will positively affect the floodplain in the immediate area, primarily on the north and west sides of the project. Mr. Lazan stated the floodplain will be lowered approximately 1.8 feet resulting in a substantial amount of buildable land. Mr. Lazan stated a few lots will be custom graded lots. Mr. Lazan stated they are trying to move the project forward as quickly as they can to close as many lot sales as they can. Mr. Lazan expressed gratitude for all the help and direction provided by city staff, the City Engineer and the Planning Commission to date. Mr. Lazan stated he would like to discuss a couple of the comments on the City Engineer's most recent review letter related to trails and the temporary construction access off of Lexington Avenue NE as well as steps taken thus far in the Kohler Farms platting process. Mr. Lazan stated the Coon Creek Watershed District (CCWD) is still reviewing plans for the plat. Mr. Lazan stated he believes outstanding items listed in the City Engineer's review letter will change once they receive feedback from CCWD. Mr. Lazan stated his team has been following the guidelines provided on plat checklists for the city found on the RFC Engineering website. Mr. Lazan stated he and his partner believe they have satisfied the requirements for the preliminary plat based on the checklists and are requesting conditional approval of the Kohler Farms preliminary plat. Chair Pogalz asked if dewatering would be necessary on the site if digging is done below the water table, and how will that affect existing wells. Mr. Lazan stated dewatering may be necessary, and if dewatering is necessary, the maximum depth of the dewatering would be to depth of ten feet. Chair Pogalz stated residents in the area are concerned about their wells due to the issue Blaine created when they opened three large wells a few years ago causing some Ham Lake residents' wells to go dry. Chair Pogalz asked Mr. Lazan what was at stake if a recommendation for approval of the preliminary plat was not received at this meeting. Mr. Lazan stated approval would allow them to take the next steps in completing plans for the plat; not receiving a recommendation for approval tonight will extend the timeline for completing various tasks and breaking ground. Commissioner Ringler stated there has been discussion about city preliminary plat, grading drainage and erosion control and construction and checklists and the CCWD review. Commissioner Ringler asked for clarification on why recommendation for preliminary plat approval should not be made if the guidelines on the checklist were followed. Engineer Krugler stated a CCWD permit is required before the developer can break ground. Engineer Krugler stated preliminary plat documents should be plans ready for construction. Engineer Krugler stated the current set of plans under review indicate grading issues that could require a change in the proposed type of home to be constructed on a lot, could change the livability plans or change the grade between proposed homes potentially reducing the number of lots that could be created. Engineer Krugler stated he has reviewed several plats that were

approved in the past and found the preliminary plat documents for those plats met all requirements and the final plat was approved shortly after. Engineer Krugler stated the CCWD just started reviewing the plans for Kohler Farms and their feedback will likely require some modifications to the plans. Engineer Krugler stated there are too many unanswered questions at this time, hence he has recommended tabling the plat until additional modifications, that meet Code and engineering requirements, are made. Engineer Krugler stated Mr. Lazan has asked if a trail could be constructed on the property line, partially within drainage and utility easements on two lots. Commissioner Lejonvarn asked how many lots would be impacted by the bike trail if it was constructed on the property line. Engineer Krugler stated four. Engineer Krugler stated trails constructed in previous developments have been on one lot and were not on a property line or within a drainage and utility easement. Engineer Krugler stated if the developer opts to construct the trail within the development on the property line, the developer will get credit for the paving of the trail but will not get credit toward the parkland dedication requirement due to being within drainage and utility easements. Mr. Lazan stated it is acceptable to him to get credit for paving a trail on the property line without receiving credit toward the parkland dedication requirement. There was discussion about how drainage would be managed on the trail. Commissioner Ringler stated the discussion has helped him determine that there are enough issues to work through, including finalizing the grading plan, to table this matter. Attorney Berglund stated the preliminary plat is currently under review; review of the final plat to be sometime in the future. Attorney Berglund stated Engineer Krugler referenced City Code earlier; there are a few *shalls* in the Code that have not been met. Attorney Berglund stated statutory interpretation of *shall* is that it must be done before a project can be advanced to the next phase. Attorney Berglund stated checklists are guides but ultimately the requirements of the Code must be met. Attorney Berglund stated Article 10-204 of the Code, Preliminary Plat, states the preliminary plat shall be a final subdivision design. Attorney Berglund stated Engineer Krugler has concerns that the incomplete grading elements may change the plat design or may change the number of lots. Attorney Berglund stated, per the Code, the preliminary plat shall be a final subdivision design. Attorney Berglund stated the other *shall* is that city staff shall have submitted the preliminary plat drawing and other related documents to all other agencies or entities necessary to review and comment on the plat, and shall either have received replies from each, or, if thirty days have elapsed since submission, the failure to have replied shall be deemed to be an approval by the entity. Attorney Berglund stated staff has sent the plans to the agencies, we are currently within the 30-day period and the CCWD has not reviewed or commented on the plans. Attorney Berglund stated because all comments have not yet been received, and there is potential for the design of the plat to change, the preliminary plat plans may not reflect the final plat design. Attorney Berglund stated work toward completing all preliminary plat requirements can continue, and ultimately the timeline for final plat approval may not be any different than if the preliminary plat was recommended for approval at this meeting. Mr. Lazan asked if the Planning Commission, or City Council, acted after the 30-day comment period. Attorney Berglund stated the Planning Commission will review the preliminary plat again and then the City Council would review the preliminary plat. Mr. Lazan presented a line of reasoning related to his interpretation of what should be considered at the final plat. Attorney Berglund cautioned Mr. Lazan on his interpretation of the final plat and stated this is not the final plat – correct? Mr. Lazan stated it was not

the final plat. Engineer Krugler asked Mr. Lazan if he had received any feedback on the plat from the CCWD. Mr. Lazan stated he had not. Mr. Lazan stated an application was submitted to the CCWD two months ago, but he asked the CCWD not to review the plans until the City Engineer had done a couple reviews of them. Mr. Lazan stated he is concerned about changes to the plat that may be required by the CCWD and the impact those requirements would have on the project timeline. Chair Pogalz stated the points of concern are understood, but the Planning Commission must follow the rules and code requirements before making a recommendation to approve a project. Chair Pogalz stated other developers have had to comply with the same requirements. Commissioner Lejonvarn asked who would be responsible if any wells in the area were impacted or dried up due to the development of this plat. Building and Zoning Official Jones stated the City of Blaine drew a very large volume of water from a deep aquifer which caused the issue; the wells in the Kohler Farms development will draw from ground water which should not create an issue. Engineer Krugler stated there will be one well per home which will be on parcels of one acre or larger; the aquifers in the area should have sufficient water for regular household usage. There was discussion about the proposed temporary construction access off Lexington Avenue NE where all construction traffic will be directed to. Chair Pogalz asked Building and Zoning Official Jones if he had any comments on the plat. Building and Zoning Official Jones stated the issues related to grading and low elevations are of concern to him and those issues need to be addressed now to avoid problems when homes are constructed in the future.

**Chair Pogalz opened the public hearing at 7:06 p.m. and asked for public comment.**

Michelle Naughton, 4130 159<sup>th</sup> Avenue NE

Ms. Naughton expressed concerns related to traffic flow and safety, snow removal and city resources and emergency response. Ms. Naughton stated she understood there would be more development in the area when her home was constructed but did not expect the development to be a project the size of Kohler Farms. Ms. Naughton expressed concern about increased traffic on existing neighborhood roads due to no new outlets being created. Ms. Naughton stated 155<sup>th</sup> Avenue NE recently required an infrastructure assessment and upgrade to handle increased traffic that it was not designed for. Ms. Naughton stated she felt 155<sup>th</sup> Avenue NE, Austin Street NE, Yalta Street NE, Wake Street NE and Cord Street NE may all have the same problem. Ms. Naughton stated when the Enchanted Estates subdivision was developed, the addition of Cord Street NE was required to better manage traffic. Ms. Naughton asked why Kohler Farms is allowed to move forward without similar consideration. Ms. Naughton stated adding more cul-de-sacs, or more dead-end streets, will increase the time and resources needed to plow and maintain the streets, increasing long-term costs for the city and service delays for residents. Ms. Naughton stated a more serious matter to consider is emergency response. Ms. Naughton stated that the size of the Kohler Farms development, that includes several dead-end streets, may increase response times for emergency services. Ms. Naughton stated wetlands on the Kohler Farms site appear to be making connectivity within the development complicated and it appears the wetlands have not been fully assessed. Ms. Naughton stated residents, and the Planning Commission deserve to see the full environmental realities before approving a design that could compromise safety, infrastructure and the integrity of the neighborhood. Ms.

Naughton expressed concern that not all neighbors were notified of the hearing. Ms. Naughton urged the Planning Commission not to approve the Kohler Farms plat until wetlands were further assessed, additional access points were secured and the broader impacts on safety, snow removal and infrastructure were addressed.

Christopher Bailey, 4113 159th Avenue NE

Mr. Bailey stated he also has the same concerns as Ms. Naughton. Mr. Bailey stated one of the things that brought him and his wife to the area were the protective covenants that brought uniformity to the neighborhood, ensured cohesive development and maintained property values. Mr. Bailey stated he has not seen anything that would ensure standards of development for Kohler Farms. Mr. Bailey stated he is very concerned about the amount of construction traffic the new development will generate. Mr. Bailey is concerned that the roads in the existing developments are not constructed to handle the increased traffic and large trucks. Mr. Bailey stated he has small children. Mr. Bailey stated he is concerned about their safety as there are no sidewalks to walk or ride bikes on. Mr. Bailey stated many vehicles speed through the neighborhood now and he is concerned the speeding will get worse. Mr. Bailey stated he noticed the developers are not being required to provide park space and that the new development will use the small park in the Enchanted Estates subdivision. Mr. Bailey stated the Enchanted Estates Park is a very small park with a lot of open grassy area; the park is not a very significant park space for 43 more families. Mr. Bailey stated he is also concerned about the impact the increased population will have on schools and class sizes. Mr. Bailey asked what is being discussed related to ensuring the city's infrastructure can support the growth in the city.

Diana Olsen, 15729 Lexington Avenue NE

Ms. Olsen stated she hears a lot of talk about the wetlands. Ms. Olsen stated she is wondering what happened to the wetlands as they are not visible like they used to be. Ms. Olsen stated she is concerned about the wells in the area; every time there is new development in the area the water level in the wells gets low and the water quality gets worse in that she notices more rust and more sediment in the water. Ms. Olsen stated the developer claims the wells that will be put in will not affect existing wells, but they do, every time. Ms. Olsen stated no one takes responsibility for what happens to wells on land homeowners have had for 60 years. Ms. Olsen asked why every piece of nature must have a house put on it. Ms. Olsen asked the Planning Commission to consider not approving the plans and consider less housing in Ham Lake. Ms. Olsen stated there is a reason people move to Ham Lake and that is because they want to be in a rural area.

Chair Pogalz stated he understands Ham Lake has been more rural in the past and that some people are against development. Chair Pogalz stated that the people who own the land have the right to develop it if the development is permitted in that zoning district. Chair Pogalz stated that well drilling is overseen by the DNR and if any residents have issues with their wells, they should contact the DNR. Chair Pogalz stated the Planning Commission, nor the City of Ham Lake, control or get involved in how the school district designates school assignments or class sizes. Chair Pogalz stated city staff monitor and determine when land should be dedicated for a park. Chair Pogalz stated it was determined that money would be accepted in lieu of park land for this development. Chair Pogalz stated the City of Ham Lake does not require covenants for development;

covenants are created by developers. Chair Pogalz stated property owners can construct whatever style house they want if they meet applicable code. Chair Pogalz stated notifications for public hearings are sent to residents within the distance required by State Statute. Chair Pogalz stated the concern regarding traffic is one that is discussed with each new development. Chair Pogalz acknowledged that anyone that has children is concerned about how traffic may impact their safety. Chair Pogalz stated the developments each of us live in were not there at one time. Chair Pogalz stated these developments all created additional traffic in their area and the traffic is accepted. Chair Pogalz stated neighboring communities, such as Blaine, have hundreds of new units in the same development; residents there have been able to adjust. Chair Pogalz stated Ham Lake is a community that is growing, and traffic will continue to increase.

**Chair Pogalz closed the public hearing at 7:22 p.m.**

**Motion by Ringler, seconded by Ross, to table the request for Preliminary Plat and rezoning of portions of land from R-A (Rural Single Family Residential) to R-1 (Single Family Residential) for Kohler Farms, a 43-lot single family residential development in Section 13, submitted by Darren Lazan of Landform Professional Services, LLC, on behalf of Jason Osberg, JD Ham Lake Holdings, LLC, to allow time for the developer to finalize the grading plan, ensure all lots meet the one-foot soil separation required by City Code, obtain approval from the Coon Creek Watershed District, meet all requirements of the City Engineer and meet all City, County and State requirements. All present in favor, motion carried.**

Chair Pogalz asked what the next step is for the developer. Building and Zoning Clerk Bohr stated the developer will continue to work with the City Engineer to ensure the plans meet the City Engineer's requirements and the Code. Building and Zoning Clerk Bohr stated once the plans meet the City Engineer's requirements, the Planning Commission will review the updated Preliminary Plat. Building and Zoning Clerk Bohr stated the plans are currently under review by outside agencies; they have until September 18<sup>th</sup> to submit comments or request additional time to comment. Engineer Krugler asked if all agencies responded before the September 18<sup>th</sup> deadline, and if the plans meet all requirements, could the Planning Commission review the updated preliminary plat before September 18<sup>th</sup>. Building and Zoning Clerk Bohr stated that would be possible.

#### **NEW BUSINESS:**

Joseph Radach of Contour Development LLC, requesting Final Plat approval, for Elwell Farms (50 Single Family Residential lots and 8 outlots) in Section 36

Mr. Joseph Radach was present. Mr. Jesse Neumann from Design Earth Contracting and Steve Jones with Keller Williams were also in attendance. Mr. Radach stated the first final plat submission consists of 50 lots. Mr. Radach stated he would like to discuss parkland dedication requirements and the \$9,000 escrow requirement for custom graded lots. Mr. Radach asked if money paid for parkland dedication during the first phase of development would it be returned to them once they dedicate park land and build the park. Mr. Radach stated he did not understand why escrow for custom graded lots was necessary when the builders constructing the home on those lots would be submitting construction plans to the Building and Zoning Official for review and approval. Engineer

Krugler stated that because no parkland or trails are being dedicated during the first phase of development, parkland dedication fees will need to be paid. Engineer Krugler stated, generally, platted developments have a building pad in place at a certain elevation when a contractor begins constructing a new home. Engineer Krugler stated Article 10-302(B) states if a building pad is not created, the developer must put money in escrow to ensure a building pad is created, at the proper elevation, on the lot. Commissioner Lejonvarn asked Mr. Radach if building contractors were going to determine where building pads were to be located on the custom graded lots. Mr. Radach stated the lots that are to be custom graded, are unique and have a lot of trees. Mr. Radach stated they want to maintain the value of the lots and allow whoever purchases the lot to determine where they would like the building pad to be. Chair Pogalz asked Engineer Krugler if he had any additional comments. Engineer Krugler stated any temporary cul-de-sacs will need to be vacated and removed, all easements across the 18 parcels must be vacated, released or properly confined at the developer's expense. Mr. Radach stated they recently closed on the property and the easements have been addressed; documentation will be submitted confirming this. Engineer Krugler stated outlots A and B must be combined with parcel 36-32-23-12-0004; agreements and the lot combination request must be filed with Anoka County before any building permits will be issued. Engineer Krugler stated outlots D and G must be restricted through the Development Agreement so that no building permits will be issued on those parcels. Engineer Krugler stated the remaining outlots have proven livability. Engineer Krugler stated the existing buildings within the proposed Lot 2, Block 2 are proposed to be razed; the developer must apply for a demolition permit and remove the existing septic system per MPCA Rule 7080.2500. Engineer Krugler stated there are a few conditions that must be met to release the right of trespass document on file for Red Fox Hollow. Mr. Radach asked what was involved in obtaining a demolition permit. Building and Zoning Official explained the process and requirements for a demolition permit. Engineer Krugler stated no FEMA letters of map amendment are required, the Coon Creek Watershed District has approved the plans, a septic certification confirms all lots will support two standard septic systems in accordance with Minnesota rules 7080 and a taking permit has been obtained for the Blunt-Lobed Grape Fern, other remaining threatened plants identified by the rare plant survey are not to be disturbed. **Motion by Pogalz, seconded by Lejonvarn, to recommend approval of Final Plat approval, for Elwell Farms (50 Single Family Residential lots and 8 outlots) in Section 36 as requested by Joseph Radach of Contour Development subject to: vacating, releasing or properly confining 14 easements across the 18 parcels prior to filing the final plat with Anoka County and providing documentation of the vacations, releases or confinements with the City before any building permits will be issued. signing an encroachment agreement with Flint Hills Resources for the street and storm sewer crossing the Minnesota Pipeline Easement, signing an encroachment agreement from the city for a septic line crossing an easement on propose Lot 29 of Block 3, combining outlots A and B with parcel 36-32-23-12-0004 and providing the city with proof of recording before any building permits will be issued, no building permits will be issued for outlots D and G, obtaining a demolition permit to demolish the existing buildings and removing the existing septic system on Lot 2, Block 2, depositing \$9,000 per lot for custom graded lots which are Lots 11, 12, 16 and 17 of Block 3, Lots 7,8 and 9 of Block 4, paying parkland dedication fees of \$2,500 per lot, meeting the**



**requirements of the City Engineer, meeting all City, State and County requirements. All present in favor, motion carried.** *This application will be placed on the City Council's Tuesday, September 2, 2025, agenda.*

Building and Zoning Official Jones stated there is one more item to discuss related to this development. Building and Zoning Official Jones stated there has been discussion on allowing a limited amount of building permits, or three building permits, for model homes only, until the curb, first lift of pavement and utilities were in place. Chair Pogalz stated he has seen dirt movement and the pipe getting installed within the development. Mr. Jesse Neumann stated most of the site will have Class V within three weeks; the only concern is the installation of dry utilities (electricity and gas) which may be put in place in October. Mr. Neumann stated builders constructing the model homes will be using generators. There was discussion on what code requirements were for utilities and if a certificate of occupancy could be withheld if utilities were not in place when construction was complete. Attorney Berglund stated limiting building permits to model homes was part of a previous discussion and is not a surprise, so an amendment to the motion can be made. Mr. Radach asked for clarification on how the motion was going to be amended. Building and Zoning Official Jones stated the amendment to the motion will be adding that three permits will be issued for model homes and no other building permits will be issued until curb, the first lift of asphalt and utilities are in place. Mr. Radach asked if additional building permits could be allowed. Attorney Berglund stated three permits for model homes will be allowed to avoid any potential issues for the city and future homeowners. Mr. Radach again asked for an allowance of more than three permits for model homes. Building and Zoning Official Jones stated this was discussed, and agreed upon by all, including Mr. Radach. Mr. Radach stated he did not think the restriction on building permits would be a problem.

**Motion to amend the previous motion by Pogalz, seconded by Lejonvarn, to recommend approval of Final Plat, for Elwell Farms (50 Single Family Residential lots and 8 outlots) in Section 36 as requested by Joseph Radach of Contour Development subject to: allowing up to three building permits for model homes prior to curb, first lift of asphalt, power, gas and storm sewer being fully installed and operational, vacating, releasing or properly confining 14 easements across the 18 parcels prior to filing the final plat with Anoka County and providing documentation of the vacations, releases or confinements with the City before any building permits will be issued, signing an encroachment agreement with Flint Hills Resources for the street and storm sewer crossing the Minnesota Pipeline Easement, signing an encroachment agreement from the city for a septic line crossing an easement on propose Lot 29 of Block 3, combining outlots A and B with parcel 36-32-23-12-0004 and providing the city with proof of recording before any building permits will be issued, no building permits will be issued for outlots D and G, obtaining a demolition permit to demolish the existing buildings and removing the existing septic system on Lot 2, Block 2, depositing \$9,000 per lot for custom graded lots which are Lots 11, 12, 16 and 17 of Block 3, Lots 7,8 and 9 of Block 4, paying parkland dedication fees of \$2,500 per lot for 50 lots, meeting the requirements of the City Engineer, meeting all City, State and County requirements.**

**All present in favor, motion carried.** *This application will be placed on the City Council's Tuesday, September 2, 2025, agenda.*

**COMMISSION BUSINESS:**

City Council Update

Chair Pogalz stated the City Council concurred with the Commission's recommendations to approve the Certificate of Occupancy for Nishan Auction and Sales LLC and the Commercial Site Plan for Markquart Ham Lake, LLC or North Country RV. There will not be a Planning Commissioner present at the September 2, 2025, City Council meeting.

**ADJOURNMENT:**

**Motion by Dixon, seconded by Lejonvarn, to adjourn the Planning Commission meeting at 7:55 p.m. All present in favor, motion carried.**

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Jennifer Bohr  
Building and Zoning Clerk



# CITY OF HAM LAKE

## PLANNING REQUEST

15544 Central Avenue NE  
Ham Lake, MN 55304

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

Date of Application 3-27-25 Date of Receipt 3-27-25  
Receipt # 101892 Amount \$ 1150.00

Meeting Appearance Dates:  
Planning Commission 8-25-25 City Council 9-2-25

### Please check request(s):

<input type="checkbox"/> Metes & Bounds Conveyance	<input checked="" type="checkbox"/> Commercial Building Permit <i>Reviewed 8-11-25</i>
<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Certificate of Occupancy
<input type="checkbox"/> Preliminary Plat Approval*	<input type="checkbox"/> Home Occupation Permit
<input type="checkbox"/> Final Plat Approval	<input type="checkbox"/> Conditional Use Permit (New)*
<input type="checkbox"/> Rezoning*	<input checked="" type="checkbox"/> Conditional Use Permit (Renewal) <i>amendment</i>
<input type="checkbox"/> Multiple Dog License*	<input type="checkbox"/> Other

\*NOTE: Advisory Signage is required for land use alterations and future road connections. This application also requires a Public Hearing. Such fees shall be deducted from deposit.

Development/Business Name: Markquart Ham Lake, LLC

Address/Location of property: 14525 Hwy 65 NE Ham Lake MN 55304

Legal Description of property: Lot 1 Blk 2 North Pines; subject to ease of rec

PIN # 29-32-23-13-0019 Current Zoning \_\_\_\_\_ Proposed Zoning \_\_\_\_\_

Notes: Commercial Site plan application

Applicant's Name: John Markquart

Business Name: Markquart Ham Lake, LLC

Address 1844 Commercial Blvd

City Chippewa Falls State WI Zip Code 54729

Phone NA Cell Phone 715-829-9002 Fax NA

Email address john@markquart.com

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

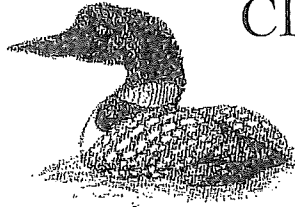
SIGNATURE [Signature] DATE 3-27-25

\*\*\*\*\*

- FOR STAFF USE ONLY -

ACTION BY: Planning Commission 8-25-25  
City Council \_\_\_\_\_

PROPERTY TAXES CURRENT YES NO



# CITY OF HAM LAKE

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

## NOTICE OF PUBLIC HEARING CITY OF HAM LAKE COUNTY OF ANOKA STATE OF MINNESOTA

TAKE NOTICE, that pursuant to the requirements of Minnesota Law, a Public Hearing shall be held before the Ham Lake Planning Commission on Monday, August 25, 2025 at 6:01 p.m. at the Ham Lake City Hall located at 15544 Central Avenue NE for the purpose of considering the application of John Markquart, Markquart Ham Lake, LLC requesting an amendment to the Conditional Use Permit to revise hours of operation at 14525 Highway 65 NE, a parcel of certain land situated in the City of Ham Lake, Anoka County, Minnesota and which is described as follows to wit:

LOT 1 BLK 2 NORTH PINES

At such hearing both written and oral comments will be heard.

DATED: August 15, 2025

Jennifer Bohr  
Building and Zoning Clerk  
City of Ham Lake





14601

14604

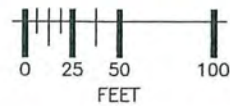
14533

14532

14525

145TH AVE.

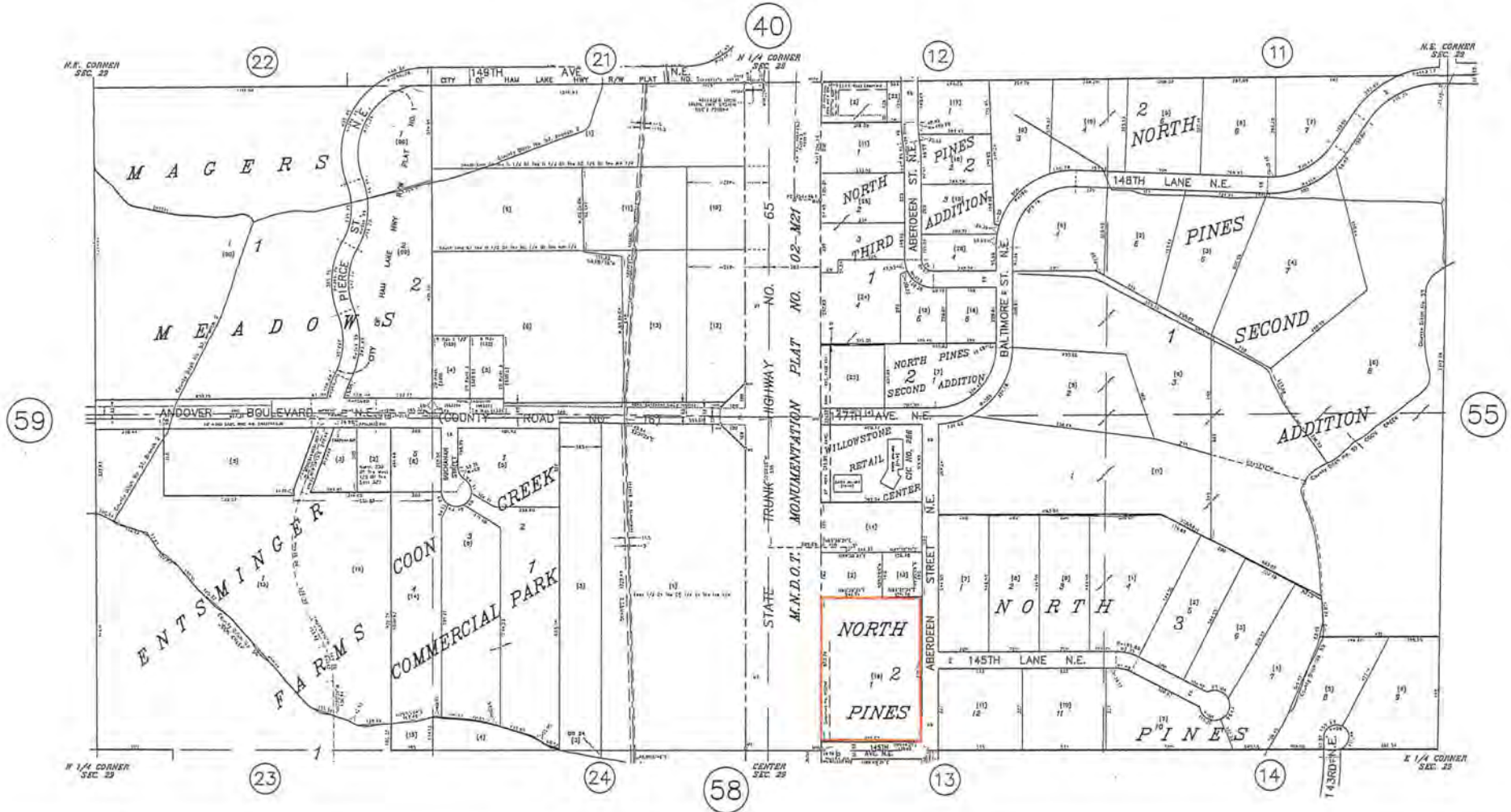
ABERDEEN





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

CITY OF HAM LAKE



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

## QUARTER QUARTER INDEX

22	21	12	11
23	24	13	14
32	31	42	41
33	34	43	44

NORTH HALF  
OF SECTION  
  
SOUTH HALF  
OF SECTION

## PROPERTY IDENTIFICATION NUMBER

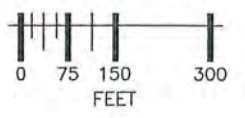
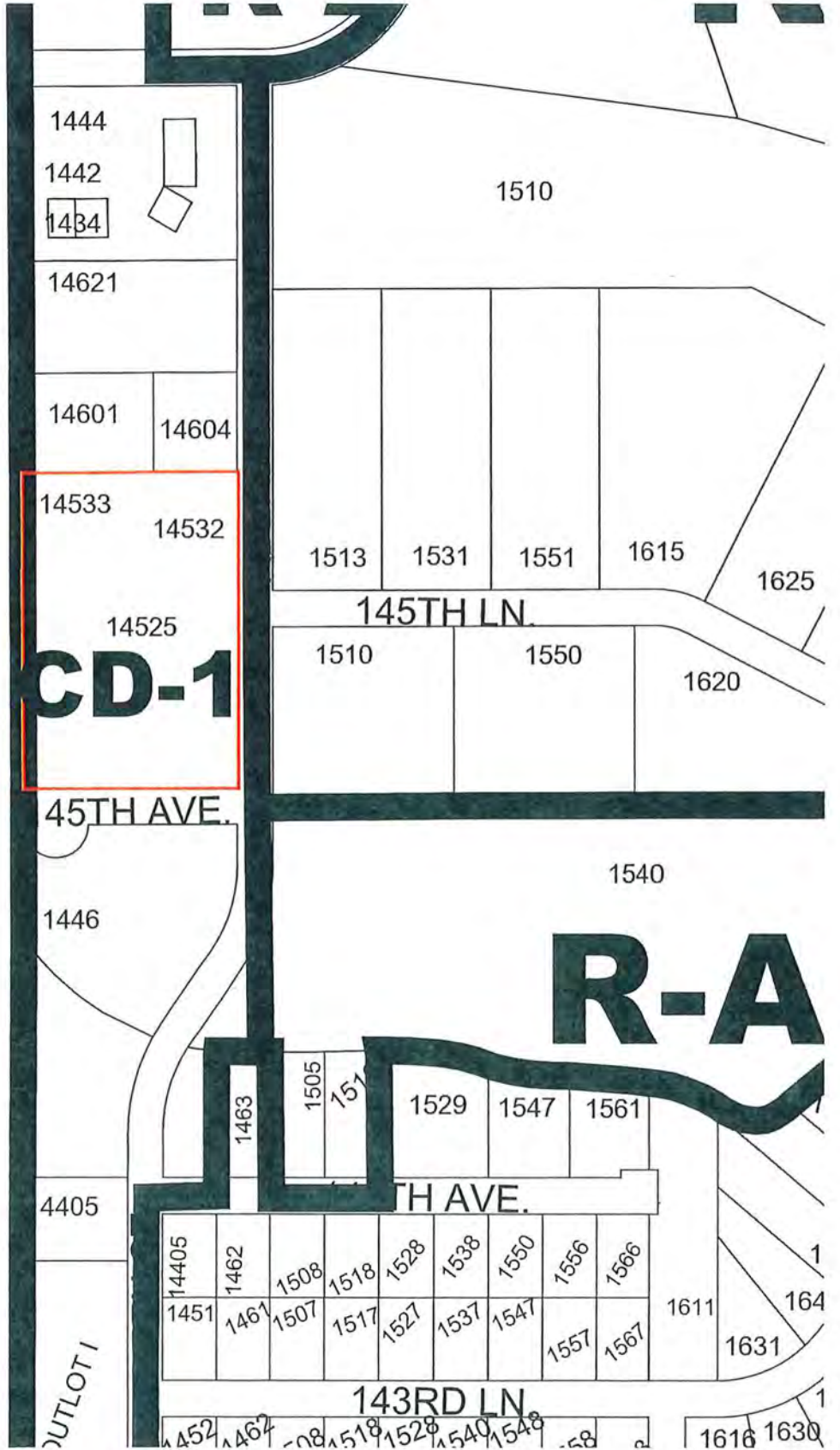
Section Number	Township Number	Range Number	Quarter Number	Specific Parcel
XX	XX	XX	XX	XXXX

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS; [1]  
EXAMPLE OF PIN NUMBER: 29-32-21-13-001

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



STATE TRUNK HIGHWAY NO. 65





## Jennifer Bohr

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**From:** John Markquart <john@markquart.com>  
**Sent:** Wednesday, August 6, 2025 7:33 AM  
**To:** Jennifer Bohr  
**Subject:** Revised narrative

Markquart Ham Lake, LLC

Markquart Ham Lake, LLC is an LLC formed to own the real estate that Markquart North Country RV, LLC operates in. We acquired the real estate as part of the acquisition of North Country RV from the previous owners. Markquart Ham Lake, LLC is owned by a father and son, John and Charlee Markquart. The Markquarts are based out of Eau Claire WI (Chippewa Falls). John and Charlee own Markquart Toyota located between Eau Claire and Chippewa Falls and Markquart Chrysler Dodge Jeep Ram in Menomonie, WI. We also are majority owners in Wuerflein Chevrolet GMC in Albert Lea, MN. Markquart Motors, the largest GM automobile dealer in Wisconsin, is owned by a brother of John.

Markquart North Country RV, LLC (dba North Country RV) is part of a group owned by Markquart RV, LLC, based in Chippewa Falls WI. Markquart RV, LLC is owned by Lee Markquart Enterprises, LLC (John and Charlee) and has three minority partners. Markquart RV, LLC owns 9 RV stores:

Markquart RV Hallie (Hallie is a village located between Eau Claire and Chippewa Falls)  
Willies RV in Bloomer WI  
Dicks RV in Durand WI  
Kings Campers in Wausau, WI  
Markquart RV Burlington in Burlington/Lake Geneva WI  
Markquart RV Madison in Fitchburg WI  
Markquart RV Ramsey in Ramsey, MN  
Markquart RV Columbus in Columbus WI

Our original interest in North Country RV arose out of a development dilemma regarding Markquart RV Ramsey. We had acquired RV World of Ramsey in January 2024 and entered into an agreement to buy 7 acres on Hwy 10 north of the existing property to build a larger facility. As planning moved along the project was looking to be expensive and the RV market was not accelerating as we anticipated. Around that time we were approached by a broker with the North Country RV opportunity. We thought there was enough land and enough service bays at North Country for us to store units and do prep for our Ramsey location. We would acquire an operating business which we could grow and become an independent profit center and avoid an expensive new facility for Ramsey. We purchased North Country RV and the Rapid Marine Land just south of it and are requesting approval to improve the lot to accommodate the additional work and campers we need to store on the property. We are also upgrading the Ramsey facility (which is super ugly) with a \$1.5M interior and exterior renovation. Our objective is to improve the customer experience and have a much more attractive facility in Ramsey to attract high end employees.

Markquart has long been recognized as an automotive leader and an excellent community member. The Boys and Girls Club in Eau Claire exists today in large part because of the energy and the financial support of Lee and Mary Markquart, my parents. The location is named in their honor. We entered the RV business in 2021 and now have 9 locations. The family is heavily involved in other community and philanthropic ventures. Markquart have always been recognized as the type of company that treats customers and employees very well. RV dealers looking to get out of the business tell us that they prefer to deal with us over the other large companies in RV in our area because of our reputation.

The core business at North Country RV is selling and servicing RVs, mostly towables. We will employ 20 employees who will generally be on site at the same time. We have already grown dramatically and hope to establish North Country RV as a prominent RV store in the north metro area. We would like our CUP hours to be 7A to 8P Monday through Saturday and 9A to 6P on Sundays. Our normal business hours will vary according to the time of year but normal spring to fall hours would be 7A to 6P Monday through Saturday. We anticipate only being open a few Sundays a year for promotional events.

Meeting Date: August 25, 2025

## **CITY OF HAM LAKE**

### **STAFF REPORT**

**To: Members of the Planning Commission**

**From: Mark Jones, Building and Zoning Official**

**Subject: Amendment to the Conditional (CUP) Use Permit for Markquart Ham Lake, LLC, dba North Country RV, at 14525 Highway 65 NE for a change to the hours of operation**

#### **Introduction/Discussion:**

Markquart Ham Lake LLC acquired North Country RV in 2024. Sales of new and used vehicles, which includes campers, motor homes and recreational vehicle trailers, require a CUP to operate in the Commercial Development I (CD-1) zoning district. Markquart Ham Lake, LLC is asking to amend the hours of operation noted on the current CUP. The existing CUP notes hours of operation are to be Monday through Saturday 9:00 a.m. to 8:00 p.m. Markquart Ham Lake, LLC is requesting to amend the hours of operation to be Monday through Saturday 7:00 am to 8:00 pm, and Sunday 9:00 am to 6:00 pm.

Per Minnesota Statutes 168.275 SALE OF MOTOR VEHICLE ON SUNDAY FORBIDDEN. Any person who shall carry on or engage in the business of buying, selling, exchanging, dealing in or trading in new or used motor vehicles; or who shall open any place of business or lot wherein the person attempts to or does engage in the business of buying, selling, exchanging, dealing or trading in new or used motor vehicles; or who does buy, sell, exchange, deal or trade in new or used motor vehicles as a business on the first day of the week, commonly known and designated as Sunday, is guilty of a misdemeanor for the first offense, and a gross misdemeanor for each succeeding offense. This section does not apply to the sale of (1) trailers designed and used primarily to transport watercraft, as defined in section 86B.005, subdivision 18, (2) trailers designed and used primarily to transport all-terrain vehicles, as defined in section 84.92, subdivision 8, (3) trailers designed and used primarily to transport snowmobiles as defined in section 84.81, subdivision 3, or (4) utility trailers as defined in section 168.27, subdivision 20.

As defined by statute 168.002, Subdivision Subd. 18. Motor vehicle. (a) "Motor vehicle" means any self-propelled vehicle designed and originally manufactured to operate primarily on highways, and not operated exclusively upon railroad tracks. It includes any vehicle propelled or drawn by a self-propelled vehicle and includes vehicles known as trackless trolleys that are propelled by electric power obtained from overhead trolley wires but not operated upon rails

Terms of the existing CUP are as follows:

- 1) Signage in customer restricted areas to be posted every 50 feet and on all corners and, if signage is deemed not to be working, that the City reserves the right to require paving or fencing of these areas.
- 2) The City reserves the right to address noise complaints.
- 3) The Aberdeen Street NE access is an exit only access.
- 4) The City reserves the right to alter access of 145<sup>th</sup> Lane NE and Aberdeen Street NE.
- 5) A double row of 4-foot conifer trees be planted and maintained along Aberdeen Street NE.
- 6) Fencing to be repaired along the entire perimeter of the property.
- 7) The trash enclosure to be screened.
- 8) No engine repair is to be done on site.
- 9) Severely damaged vehicles be kept inside the facility or completely screened or covered and that there will be a maximum of 2 damaged vehicles on the lot at any one time.
- 10) Signage facing the residential area to be removed.
- 11) Hours of operation will be 9:00 a.m. to 8:00 p.m. Monday through Saturday.
- 12) Meeting all City, State and County Codes.

**Recommendation:**

I recommend approving Markquart Ham Lake, LLC's request for an amendment to the CUP for North Country RV at 14525 Highway 65 NE to change the hours of operation to Monday through Saturday 7:01 am to 8:00 pm with no business hours on Sunday as required by statute. I also recommend removing the term related to signage facing the residential area as it is no longer applicable.

**VIOLATIONS OF THE TERMS OR CONDITIONS OF THIS PERMIT MAY BE GROUNDS FOR REVOCATION OF THE PERMIT PURSUANT TO SECTION 9-310.34 OF THE ZONING CODE, A COPY OF WHICH IS HERETO ATTACHED.**

- 1) Signage in customer restricted areas to be posted every 50 feet and on all corners and, if signage is deemed not to be working, that the City reserves the right to require paving or fencing of these areas.
- 2) The City reserves the right to address noise complaints.
- 3) The Aberdeen Street NE access is an exit only access.
- 4) The City reserves the right to alter access of 145<sup>th</sup> Lane NE and Aberdeen Street NE.
- 5) A double row of 4-foot conifer trees be planted and maintained along Aberdeen Street NE.
- 6) Fencing to be repaired along the entire perimeter of the property.
- 7) The trash enclosure to be screened.
- 8) No engine repair is to be done on site.
- 9) Severely damaged vehicles be kept inside the facility or completely screened or covered and that there will be a maximum of 2 damaged vehicles on the lot at any one time.
- 10) Signage facing the residential area to be removed.
- ★ 11) Hours of operation will be 9:00 a.m. to 8:00 p.m. Monday through Saturday. X
- 12) Meeting all City, State and County Codes.

CUP North Country RV  
RENEWAL DATE 02/28/2024

North Country RV  
David & Marly Rignell  
14525 Highway 65 NE  
Ham Lake, MN 55304

11. Hours of operation will  
be no earlier than 7Am  
and no later than 8Pm  
Monday - Saturday.  
No earlier than 9Am  
and no later than 6Pm  
on Sunday.







MN-65 NE (NORTHBOUND)

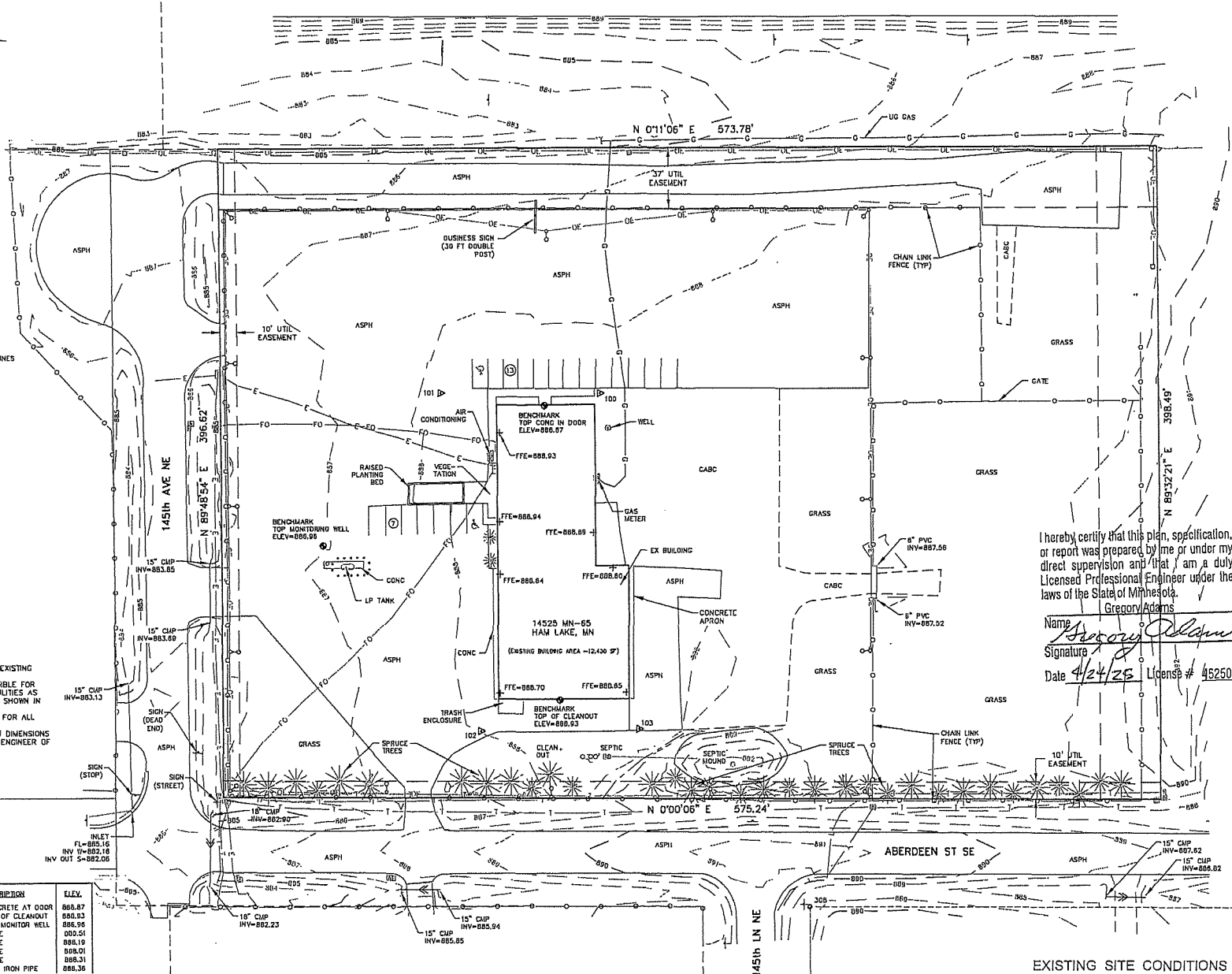
**ABBREVIATIONS**  
CABC CRUSHED AGGREGATE BASE COURSE  
CONC. CONCRETE  
CUP CORRUGATED METAL PIPE  
ELEV. ELEVATION  
ESUT EASEMENT  
EXIST. EXISTING  
FFE FINISH FLOOR ELEVATION  
HYD. HYDRANT  
INV. INVERT  
M/H MANHOLE  
PVC POLYVINYL CHLORIDE PIPE  
RCP REINFORCED CONCRETE PIPE  
R/W RIGHT OF WAY  
S&W SANITARY  
SDWK SIDEWALK  
STM. STORM  
TYP. TYPICAL  
UTIL. UTILITY  
VAR. VARIABLE

**LEGEND**  
--- EXISTING CONTOUR LINE  
--- OVERHEAD LINES  
--- UNDERGROUND ELECTRIC LINES  
--- WATERMAIN PIPE  
--- STORM SEWER  
--- SANITARY SEWER PIPE  
--- UNDERGROUND GAS  
--- UNDERGROUND TELEPHONE  
--- FIBER OPTICS  
--- CURB & GUTTER  
--- TREE LINE  
FFE-1198.22 + FINISH FLOOR ELEVATION  
FHC HYDRANT  
CURBSTOP  
GATE VALVE  
POWER POLE  
LIGHT POLE  
CUT WIRE  
BID UTILITY PEDESTAL  
SIGN  
CATCH BASIN  
MANHOLE  
CLEANOUT  
BENCHMARK  
CONTROL POINT  
PARKING STALLS COUNT

**NOTES:**  
• THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS.  
• THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATIONS OF EXISTING UTILITIES AS UNDERGROUND UTILITIES MAY NOT BE SHOWN IN THEIR ENTIRETY HERE.  
• CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CONSTRUCTION PERMITS.  
• CONTRACTOR SHALL VERIFY ALL PLAN DIMENSIONS BEFORE INSTALLATION & NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

**UTILITY COMPANIES**  
COINCAST TV, FIBER OPT  
LUMEN (CENTURYLINK) TELEPHONE  
CONNCAUS ENERGY ELECTRIC  
CENTERPOINT ENERGY GAS

CONTROL	EASTING	DESCRIPTION	ELEV.
01	508537.738	CONCRETE AT DOOR	888.87
02	508717.848	TOP OF CLEANOUT	888.93
03	508824.044	TOP MONITOR WELL	886.96
100	508530.016	SPW	888.51
101	508530.061	SPW	886.19
102	508736.074	SPW	886.01
103	508736.300	SPW	886.31
308	508643.415	1/2" IRON PIPE	886.36



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
Name: Gregory Adams  
Signature: Gregory Adams  
Date: 4/24/25 License # 45250

NO.	DATE	APVD	REVISION

**Cedar**  
CORPORATION  
800-472-7372  
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**MARKQUART HAM LAKE LLC.**  
RV SITE IMPROVEMENTS  
CITY OF HAM LAKE, ANOKA COUNTY, MN  
EXISTING SITE CONDITIONS

JOB NO. M7001-005
DRAWN BY
CHECKED BY
DATE APRIL 2025
SET TYPE BIDDING DOCUMENTS

SCALE 0 15 30 60
SHEET NO.
PAGE NO. 1 OF 10

EXISTING SITE CONDITIONS



**168.275 SALE OF MOTOR VEHICLE ON SUNDAY FORBIDDEN.**

Any person who shall carry on or engage in the business of buying, selling, exchanging, dealing in or trading in new or used motor vehicles; or who shall open any place of business or lot wherein the person attempts to or does engage in the business of buying, selling, exchanging, dealing or trading in new or used motor vehicles; or who does buy, sell, exchange, deal or trade in new or used motor vehicles as a business on the first day of the week, commonly known and designated as Sunday, is guilty of a misdemeanor for the first offense, and a gross misdemeanor for each succeeding offense. This section does not apply to the sale of (1) trailers designed and used primarily to transport watercraft, as defined in section 86B.005, subdivision 18, (2) trailers designed and used primarily to transport all-terrain vehicles, as defined in section 84.92, subdivision 8, (3) trailers designed and used primarily to transport snowmobiles as defined in section 84.81, subdivision 3, or (4) utility trailers as defined in section 168.27, subdivision 20.

**History:** 1957 c 386 s 1; 1984 c 628 art 3 s 11; 1986 c 444; 1998 c 267 s 2; 2004 c 228 art 1 s 72; 2005 c 10 art 3 s 10

**168.002 DEFINITIONS.**

Subdivision 1. **Words, terms, and phrases.** Unless the language or context clearly indicates that a different meaning is intended, the following words, terms, and phrases, for the purposes of this chapter, shall be given the meanings subjoined to them.

Subd. 2. **All-terrain vehicle.** "All-terrain vehicle" has the meaning given in section 84.92, subdivision 8.

Subd. 3. **Application for registration; listing for taxation.** "Application for registration" shall have the same meaning as "listing for taxation," and when a motor vehicle is registered it is also listed.

Subd. 4. **Bus; intercity bus.** (a) "Bus" means (1) every motor vehicle designed for carrying more than 15 passengers including the driver and used for transporting persons, (2) every motor vehicle that is (i) designed for carrying more than ten passengers including the driver, (ii) used for transporting persons, and (iii) owned by a nonprofit organization and not operated for hire or for commercial purposes, or (3) every motor vehicle certified by the Department of Transportation as a special transportation service provider vehicle and receiving reimbursement as provided in section 256B.0625, subdivision 17.

(b) "Intercity bus" means any bus operating as a common passenger carrier over regular routes and between fixed termini, but excluding all buses operating wholly within the limits of one city, or wholly within two or more contiguous cities, or between contiguous cities and a terminus outside the corporate limits of such cities, and not more than 20 miles distant measured along the fixed route from such corporate limits.

Subd. 5. **Commissioner.** "Commissioner" means the commissioner of the Minnesota Department of Public Safety.

Subd. 6. **Dealer.** "Dealer" means any person, firm, or corporation regularly engaged in the business of manufacturing, or selling, purchasing, and generally dealing in new and unused motor vehicles having an established place of business for the sale, trade, and display of new and unused motor vehicles and having in possession new and unused motor vehicles for the purposes of sale or trade. "Dealer" also includes any person, firm or corporation regularly engaged in the business of manufacturing or selling, purchasing, and generally dealing in new and unused motor vehicle bodies, chassis mounted or not, and having an established place of business for the sale, trade and display of such new and unused motor vehicle bodies, and having in possession new and unused motor vehicle bodies for the purposes of sale or trade.

Subd. 7. **Distributor.** "Distributor" means a person, firm, or corporation which has a bona fide contract or franchise with a manufacturer to distribute the new motor vehicles of that manufacturer to licensed new motor vehicle dealers, but does not include a dealer.

Subd. 8. **Farm truck.** (a) "Farm truck" means all single-unit trucks, truck-tractors, tractors, semitrailers, and trailers used by the owner thereof to transport agricultural, horticultural, dairy, and other farm products, including livestock, produced or finished by the owner of the truck, and any other personal property owned by the farmer to whom the license for the truck is issued, from the farm to market, and to transport property and supplies to the farm of the owner. Trucks, truck-tractors, tractors, semitrailers, and trailers registered as "farm trucks" may be used by the owner thereof to occasionally transport unprocessed and raw farm products, not produced by the owner of the truck, from the place of production to market when the transportation constitutes the first haul of the products, and may be used by the owner thereof, either farmer or logger who harvests and hauls forest products only, to transport logs, pulpwood, lumber, chips, railroad ties and other raw and unfinished forest products from the place of production to an intermediate or final assembly point

or transfer yard or railhead, which transportation may be continued by another farm truck to a place for final processing or manufacture located within 200 miles of the place of production and all of which is deemed to constitute the first haul of unfinished wood products; provided that the owner and operator of the vehicle transporting planed lumber shall have in immediate possession a statement signed by the producer of the lumber designating the governmental subdivision, section, and township where the lumber was produced and that this haul, indicating the date, is the first haul thereof. The licensed vehicles may also be used by the owner thereof to transport, to and from timber-harvesting areas, equipment and appurtenances incidental to timber harvesting, and gravel and other road-building materials for timber haul roads.

(b) "Farm trucks" shall also include only single-unit trucks that, because of their construction, cannot be used for any other purpose and are used exclusively to transport milk and cream en route from a farm to an assembly point or place for final manufacture, and for transporting milk and cream from an assembly point to a place for final processing or manufacture. This section shall not be construed to mean that the owner or operator of the truck cannot carry on usual accommodation services for patrons on regular return trips, such as butter, cream, cheese, and other dairy supplies.

**Subd. 9. Final-stage manufacturer.** "Final-stage manufacturer" means a person, firm, or corporation which performs manufacturing operations on an incomplete motor vehicle or a van-type motor vehicle so that it becomes a type A, B, or C motor home.

**Subd. 10. First year of life.** "First year of life" means the year of model designation of the vehicle, or, if there be no year of model designation, it shall mean the year of manufacture.

**Subd. 11. First-stage manufacturer.** "First-stage manufacturer" means a person, firm, or corporation which manufactures, assembles, and sells new motor vehicles for resale in this state.

**Subd. 12. Fleet.** "Fleet" means a combination of 50 or more vehicles and trailers owned by a person solely for the use of that person or employees of the person and registered in this state under section 168.127. It does not include vehicles licensed under section 168.187.

**Subd. 12a. Full-service provider.** "Full-service provider" means a person who is appointed by the commissioner as both a deputy registrar under this chapter and a driver's license agent under chapter 171 who provides all driver services, excluding International Registration Plan and International Fuel Tax Agreement transactions. The commissioner is not a full-service provider.

**Subd. 13. Gross weight.** (a) "Gross weight" means the actual unloaded weight of the vehicle, either a truck or tractor, or the actual unloaded combined weight of a truck-tractor and semitrailer or semitrailers, or of the truck-tractor, semitrailer and one additional semitrailer, fully equipped for service, plus the weight of the maximum load which the applicant has elected to carry on such vehicle or combined vehicles.

(b) The term gross weight applied to a truck used for towing a trailer means the unloaded weight of the truck, fully equipped for service, plus the weight of the maximum load which the applicant has elected to carry on such truck, including the weight of such part of the trailer and its load as may rest upon the truck.

(c) The term gross weight applied to school buses means the weight of the vehicle fully equipped with all fuel tanks full of fuel, plus the weight of the passengers and their baggage computed at the rate of 100 pounds per passenger seating capacity, including that for the driver. The term gross weight applied to other buses means the weight of the vehicle fully equipped with all fuel tanks full of fuel, plus the weight of passengers and their baggage computed at the rate of 150 pounds per passenger seating capacity, including that for the driver. For bus seats designed for more than one passenger, but which are not divided so as to

allot individual seats for the passengers that occupy them, allow two feet of its length per passenger to determine seating capacity.

(d) The term gross weight applied to a truck, truck-tractor or a truck used as a truck-tractor used exclusively by the owner thereof for transporting unfinished forest products or used by the owner thereof to transport agricultural, horticultural, dairy and other farm products including livestock produced or finished by the owner of the truck and any other personal property owned by the farmer to whom the license for such truck is issued, from the farm to market, and to transport property and supplies to the farm of the owner, as described in subdivision 8, shall be the actual weight of the truck, truck-tractor or truck used as a truck-tractor or the combined weight of the truck-tractor and semitrailer plus the weight of the maximum load which the applicant has elected to carry on such vehicle or combined vehicles and shall be licensed and taxed as provided by section 168.013, subdivision 1c.

(e) The term gross weight applied to a truck-tractor or a truck used as a truck-tractor used exclusively by the owner, or by a for-hire carrier hauling exclusively for one owner, for towing an equipment dolly shall be the actual weight of the truck-tractor or truck used as a truck-tractor plus the weight of such part of the equipment dolly and its load as may rest upon the truck-tractor or truck used as a truck-tractor, and shall be licensed separately and taxed as provided by section 168.013, subdivision 1e, and the equipment dolly shall be licensed separately and taxed as provided in section 168.013, subdivision 1d, which is applicable for the balance of the weight of the equipment dolly and the balance of the maximum load the applicant has elected to carry on such combined vehicles. The term "equipment dolly" as used in this subdivision means a heavy semitrailer used solely by the owner, or by a for-hire carrier hauling exclusively for one owner, to transport the owner's construction machinery, equipment, implements and other objects used on a construction project, but not to be incorporated in or to become a part of a completed project.

(f) The term gross weight applied to a tow truck or towing vehicle defined in section 168B.011, subdivision 12a, means the weight of the tow truck or towing vehicle fully equipped for service, including the weight of the crane, winch and other equipment to control the movement of a towed vehicle, but does not include the weight of a wrecked or disabled vehicle towed or drawn by the tow truck or towing vehicle.

Subd. 14. **Highway.** "Highway" has the meaning given "street or highway" in section 169.011, subdivision 81.

Subd. 15. **Limousine.** "Limousine" means a luxury passenger automobile that has a seating capacity of not more than 15 persons, including the driver.

Subd. 16. **Manufactured home.** "Manufactured home" has the meaning given it in section 327.31, subdivision 6.

Subd. 17. **Motor home.** (a) "Motor home" means a recreational vehicle designed to provide temporary living quarters. The motor home has a living unit built into as an integral part of, or permanently attached to the chassis of, a motor vehicle or van.

(b) A motor home must contain permanently installed, independent, life-support systems that meet the American National Standards Institute standard number A119.2 for recreational vehicles and provide at least four of the following facilities, two of which must be from the systems listed in clauses (1), (5), and (6): (1) a cooking facility with liquid propane gas supply, (2) a refrigerator, (3) a self-contained toilet or a toilet connected to a plumbing system with a connection for external water disposal, (4) a heating or air conditioning system separate from the motor vehicle engine, (5) a potable water supply system including a sink with a faucet either self-contained or with connections for an external source, and (6) a separate 110-125 volts electrical power supply.

(c) For purposes of this subdivision, "permanently installed" means built into or attached as an integral part of a chassis or van, and designed not to be removed except for repair or replacement. A system that is readily removable or held in place by clamps or tie-downs is not permanently installed.

(d) Motor homes include a:

(1) type A motor home, which is a raw chassis upon which is built a driver's compartment and an entire body that provides temporary living quarters as described in paragraph (b);

(2) type B motor home, which is a van that conforms to the description in paragraph (b) and has been completed or altered by a final-stage manufacturer; and

(3) type C motor home, which is an incomplete vehicle upon which is permanently attached a body designed to provide temporary living quarters as described in paragraph (b).

(e) A motor vehicle with a slip-in camper or other removable equipment that is mounted into or on a motor vehicle is not a motor home, is not a recreational vehicle, and must not be registered as a recreational vehicle under section 168.013.

**Subd. 18. Motor vehicle.** (a) "Motor vehicle" means any self-propelled vehicle designed and originally manufactured to operate primarily on highways, and not operated exclusively upon railroad tracks. It includes any vehicle propelled or drawn by a self-propelled vehicle and includes vehicles known as trackless trolleys that are propelled by electric power obtained from overhead trolley wires but not operated upon rails.

(b) "Motor vehicle" includes an all-terrain vehicle only if the all-terrain vehicle (1) has at least four wheels, (2) is owned and operated by a physically disabled person, and (3) displays both disability plates and a physically disabled certificate issued under section 169.345.

(c) "Motor vehicle" does not include an all-terrain vehicle except (1) an all-terrain vehicle described in paragraph (b), or (2) an all-terrain vehicle licensed as a motor vehicle before August 1, 1985. The owner may continue to license an all-terrain vehicle described in clause (2) as a motor vehicle until it is conveyed or otherwise transferred to another owner, is destroyed, or fails to comply with the registration and licensing requirements of this chapter.

(d) "Motor vehicle" does not include a snowmobile; a manufactured home; a park trailer; an electric personal assistive mobility device as defined in section 169.011, subdivision 26; a motorized foot scooter as defined in section 169.011, subdivision 46; or an electric-assisted bicycle as defined in section 169.011, subdivision 27.

(e) "Motor vehicle" includes an off-highway motorcycle modified to meet the requirements of chapter 169 according to section 84.788, subdivision 12.

(f) "Motor vehicle" includes a roadable aircraft as defined in section 169.011, subdivision 67a.

**Subd. 19. Motorcycle.** "Motorcycle" has the meaning given in section 169.011, subdivision 44.

**Subd. 20. Motorized bicycle.** "Motorized bicycle" has the meaning given in section 169.011, subdivision 45.

**Subd. 21. Neighborhood electric vehicle.** "Neighborhood electric vehicle" has the meaning given in section 169.011, subdivision 47.

Subd. 21a. **Noncommercial vehicle.** "Noncommercial vehicle" means a one-ton pickup truck registered under section 168.013, subdivision 1e, with a 15,000 pounds or less gross vehicle weight rating and for which the owner has made a declaration that the vehicle will be operated exclusively for personal use. The declaration must be based on one or more of the following:

- (1) a change of vehicle use;
- (2) registration of a new vehicle;
- (3) transfer of vehicle ownership; or
- (4) registration renewal.

Subd. 21b. **One-ton pickup truck.** "One-ton pickup truck" means any truck resembling a pickup truck with a manufacturer's nominal rated carrying capacity of one ton. If the manufacturer's nominal rated carrying capacity is not provided or is not known, then the value specified by the manufacturer as the gross vehicle weight rating as indicated on the manufacturer's certification label must be 10,001 pounds or more, not to exceed 15,000 pounds, in accordance with the definition of "commercial motor vehicle" in Code of Federal Regulations, title 49, section 390.5.

Subd. 22. **Owner.** "Owner" means any person owning or leasing a vehicle, or having the exclusive use of the vehicle, under a lease or otherwise, for a period greater than 30 days.

Subd. 23. **Park trailer.** "Park trailer" means a trailer that:

- (1) exceeds 8-1/2 feet in width in travel mode but is no larger than 400 square feet when the collapsible components are fully extended or at maximum horizontal width; and
- (2) is used as temporary living quarters.

"Park trailer" does not include a manufactured home.

Subd. 24. **Passenger automobile.** (a) "Passenger automobile" means any motor vehicle designed and used for carrying not more than 15 individuals, including the driver.

(b) "Passenger automobile" does not include motorcycles, motor scooters, buses, school buses, or commuter vans as defined in section 168.126.

(c) "Passenger automobile" includes but is not limited to:

- (1) a vehicle that is a pickup truck or a van as defined in subdivisions 26 and 40;
- (2) neighborhood electric vehicles, as defined in section 169.011, subdivision 47;
- (3) medium-speed electric vehicles, as defined in section 169.011, subdivision 39; and
- (4) roadable aircraft, as defined in section 169.011, subdivision 67a.

Subd. 25. **Person.** "Person" has the meaning given in section 168A.01, subdivision 14.

Subd. 26. **Pickup truck.** "Pickup truck" means any truck with a manufacturer's nominal rated carrying capacity of three-fourths ton or less and commonly known as a pickup truck. If the manufacturer's nominal rated carrying capacity is not provided or cannot be determined, then the value specified by the manufacturer as the gross vehicle weight as indicated on the manufacturer's certification label must be 10,000 pounds or less.

Subd. 27. **Recreational vehicle.** (a) "Recreational vehicle" means travel trailers including those that telescope or fold down, chassis-mounted campers, motor homes, tent trailers, teardrop trailers, and converted buses that provide temporary human living quarters.

(b) "Recreational vehicle" is a vehicle that:

- (1) is not used as the residence of the owner or occupant;
- (2) is used while engaged in recreational or vacation activities; and
- (3) is either self-propelled or towed on the highways incidental to the recreational or vacation activities.

Subd. 28. **Registered owner.** "Registered owner" means any person, other than a secured party, having title to a vehicle. If a passenger automobile is under lease for a term of 180 days or more, the lessee is deemed to be the registered owner, for purposes of registration only; provided that the application for renewal of the registration of a passenger automobile is sent to the lessor.

Subd. 29. **Registrar.** "Registrar" means the registrar of motor vehicles designated in this chapter.

Subd. 30. **Semitrailer.** "Semitrailer" means a vehicle of the trailer type so designed and used in conjunction with a truck-tractor that a considerable part of its own weight or that of its load rests upon and is carried by the truck-tractor and shall include a trailer drawn by a truck-tractor semitrailer combination. For the purpose of registration, trailers coupled with a truck-tractor, semitrailer combination are semitrailers.

Subd. 31. **Special mobile equipment.** (a) "Special mobile equipment" means every vehicle not designed or used for the transportation of persons or property and only incidentally operated or moved over a highway, except vehicles described in paragraph (b). Special mobile equipment includes, but is not limited to: ditch-digging apparatuses, pump hoists and other water well-drilling equipment registered and licensed under chapter 103I, other road construction or road maintenance machinery, aggregate processing and conveying equipment, truck-mounted log loaders that are used exclusively for commercial logging, and self-propelled cranes.

(b) "Special mobile equipment" does not include:

- (1) machinery that has been temporarily or permanently mounted on a commercial motor vehicle chassis that is used only to provide a service and is not able to haul goods for resale; or
- (2) dump trucks.

Subd. 31a. **Special plates.** Unless otherwise specified, "special plates" or "special plate" means plates, or a single motorcycle plate, that are designed with wording or graphics that differ from a regular Minnesota passenger automobile plate or motorcycle plate.

Subd. 32. **State.** "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

Subd. 33. **Tax.** "Tax" means the annual registration tax imposed on vehicles in lieu of all other taxes, except wheelage taxes which may be imposed by any city, and gross earnings taxes paid by companies. The annual tax is both a property tax and a highway use tax and shall be on the basis of the calendar year.

Subd. 34. **Tractor.** "Tractor" means any motor vehicle designed or used for drawing other vehicles but having no provision for carrying loads independently.



Subd. 35. **Trailer.** "Trailer" means any vehicle designed for carrying property or passenger on its own structure and for being drawn by a motor vehicle but shall not include a trailer drawn by a truck-tractor semitrailer combination, or an auxiliary axle on a motor vehicle which carries a portion of the weight of the motor vehicle to which it is attached. For the purpose of registration, trailers coupled with a truck-tractor, semitrailer combination are semitrailers.

Subd. 36. **Travel trailer.** "Travel trailer" means a trailer, mounted on wheels, that:

- (1) is designed to provide temporary living quarters during recreation, camping, or travel;
- (2) does not require a special highway movement permit based on its size or weight when towed by a motor vehicle; and
- (3) complies with sections 169.80, subdivision 2, and 169.81, subdivision 2.

Subd. 37. **Truck.** "Truck" means any motor vehicle designed and used for carrying things other than passengers, except pickup trucks and vans included within the definition of passenger automobile in subdivision 24.

Subd. 38. **Truck-tractor.** "Truck-tractor" means:

- (1) a motor vehicle designed and used primarily for drawing other vehicles and not constructed to carry a load other than a part of the weight of the vehicle and load drawn; and
- (2) a motor vehicle designed and used primarily for drawing other vehicles used exclusively for transporting motor vehicles and capable of carrying motor vehicles on its own structure.

Subd. 39. **Unloaded weight.** "Unloaded weight" means the actual weight of the vehicle fully equipped without a load.

Subd. 40. **Van.** "Van" means any vehicle of box-like design with no barrier or separation between the operator's area and the remainder of the cargo-carrying area, and with a manufacturer's nominal rated carrying capacity of three-fourths ton or less. If the manufacturer's nominal rated carrying capacity is not provided or not known, then the value specified by the manufacturer as the maximum gross weight or gross vehicle weight rating as indicated on the manufacturer's certification label must be less than 10,000 pounds.

Subd. 41. **Van converter or modifier.** "Van converter or modifier" means a person, firm, or corporation engaged in the business of modifying, completing or converting van-type vehicles into multipurpose passenger vehicles which are not motor homes as defined in subdivision 27.

Subd. 42. **Vehicle.** "Vehicle" has the meaning given in section 168A.01, subdivision 24.

**History:** 1949 c 694 s 1; 1951 c 574 s 1,2; 1953 c 275 s 1; 1955 c 352 s 1; 1955 c 600 s 1; 1957 c 175 s 1; 1959 c 178 s 1; 1959 c 258 s 1; 1959 c 562 s 1; 1959 c 627 s 1; 1961 c 340 s 1; 1963 c 597 s 1; 1963 c 637 s 1; 1965 c 108 s 1,2; 1965 c 364 s 1; 1967 c 876 s 1; 1969 c 824 s 1,2; 1971 c 754 s 1; 1971 c 797 s 1; 1973 c 123 art 5 s 7; 1973 c 218 s 1,2; 1973 c 546 s 1-3; 1974 c 273 s 9; 1975 c 29 s 1; 1976 c 343 s 2; 1977 c 214 s 1,2; 1979 c 213 s 1; 1981 c 363 s 2-6; 1981 c 365 s 9; 3Sp1981 c 1 art 2 s 1-4; 1983 c 198 s 1; 1984 c 549 s 1,2; 1985 c 63 s 1-5; 1985 c 291 s 2-4; 1986 c 444; 1986 c 453 s 1; 1986 c 454 s 10; 1987 c 269 s 3; 1988 c 636 s 1,2; 1988 c 647 s 1; 1989 c 140 s 4-5; 1989 c 307 s 1; 1989 c 318 s 4; 1989 c 342 s 1-4; 1990 c 385 s 1; 1990 c 416 s 1; 1990 c 497 s 1; 1990 c 565 s 26,27; 1991 c 112 s 5; 1991 c 284 s 2; 1992 c 578 s 2; 1993 c 117 s 3; 1993 c 323 s 5; 1994 c 510 art 1 s 1; 1994 c 536 s 1; 1994 c 635 art 1 s 41; 1995 c 46 s 1; 1996 c 289 s 1,2; 1996 c 435 s 3; 1997 c 159 art 2 s 11; 1997 c 250 s 1; 1999 c 238 art 2 s 2; 1Sp2001 c 8 art 2 s 28; 2002 c 250 s 1; 2002 c 285 s 1; 2002 c 364 s 7; 2002 c 371 art 1 s 1,2; art 3 s 1;

*1Sp2003 c 19 art 2 s 19; 2005 c 64 s 3,4; 2005 c 135 s 2; 1Sp2005 c 6 art 3 s 18-28; 1Sp2005 c 7 s 19; 2006 c 189 s 1,2; 2008 c 287 art 1 s 21; 2008 c 350 art 1 s 5,6; 2009 c 86 art 1 s 90; 2010 c 351 s 15,65; 2010 c 382 s 36; 2011 c 107 s 88; 2011 c 109 s 1-5,22; 2012 c 287 art 3 s 15,16,64; 2014 c 175 s 2; 1Sp2021 c 5 art 4 s 28; 2023 c 68 art 6 s 1; 2024 c 104 art 1 s 11-14*



# CITY OF HAM LAKE

## PLANNING REQUEST

15544 Central Avenue NE

Ham Lake, MN 55304

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

Date of Application 8/7/2025

Date of Receipt 8-7-25

Receipt # 103335 Amount \$ 400.00

Meeting Appearance Dates:

Planning Commission 8-25-25

City Council 9-2-25

Please check request(s):

- ☐ Metes & Bounds Conveyance
- ☐ Sketch Plan
- ☐ Preliminary Plat Approval\*
- ☐ Final Plat Approval
- ☐ Rezoning\*
- ☐ Multiple Dog License\*

- ☐ Commercial Building Permit
- ☐ Certificate of Occupancy
- ☐ Home Occupation Permit
- ☒ Conditional Use Permit (New)\*
- ☐ Conditional Use Permit (Renewal)
- ☐ Other \_\_\_\_\_

*\*NOTE: Advisory Signage is required for land use alterations and future road connections. This application also requires a Public Hearing. Such fees shall be deducted from deposit.*

Development/Business Name: Exotic Automotives LLC

Address/Location of property: 16909 Baltimore St NE, Ham Lake, MN 55304

Legal Description of property: Car Dealership

PIN # 08-32-23-13-0030 Current Zoning CD-2 Proposed Zoning \_\_\_\_\_

Notes: CUP for auto repair and body work

Applicant's Name: Abraham Alwan

Business Name: Exotic Automotives LLC

Address 16909 Baltimore St NE

City Ham Lake State MN Zip Code 55304

Phone 612-940-2280 Cell Phone 512-775-9355 Fax \_\_\_\_\_

Email address exoticautomotives@gmail.com

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

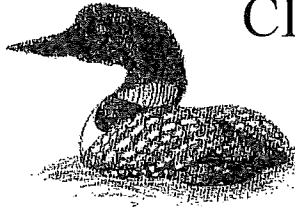
SIGNATURE [Signature] DATE 8/7/2025

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### - FOR STAFF USE ONLY -

ACTION BY: Planning Commission 8-25-25  
City Council \_\_\_\_\_

PROPERTY TAXES CURRENT YES NO  
Any Active/Deferred Assessments YES NO



# CITY OF HAM LAKE

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

## NOTICE OF PUBLIC HEARING CITY OF HAM LAKE COUNTY OF ANOKA STATE OF MINNESOTA

TAKE NOTICE, that pursuant to the requirements of Minnesota Law, a public hearing shall be held before the Ham Lake Planning Commission on August 25, 2025 at 6:01 p.m. at the City Hall located at 15544 Central Avenue NE, for the purpose of considering the application of Abraham Alwan, Exotic Automotives LLC, requesting a Conditional Use Permit to operate a service, repair and auto body shop, at 16909 Baltimore Street NE such land situated in the City of Ham Lake, Anoka County, Minnesota and which is described as follows to wit:

08-32-23-13-0030

THAT PRT OF S 272 FT, AS MEAS ALG WLY LINE OF PLAT OF BIRCH VIEW ACRES, OF SW1/4 OF NE1/4 OF SEC 8 TWP 32 RGE 23, LYG W OF SD WLY LINE OF SD PLAT & LYG ELY OF FOL DESC C/L: COM AT SW COR OF SD PLAT; TH N 89 DEG 07 MIN 31 SEC W, ASSD BRG ALG S LINE OF SD 1/4 1/4, 273.41 FT TO POB OF C/L TO BE DESC; TH N 0 DEG 52 MIN 29 SEC E, 72.70 FT TO PT OF CURVE; TH NLY ALG A CURVE CONCAVE TO W HAVING A RAD OF 590.41 FT, A CENTRAL ANG OF 9 DEG 40 MIN 53 SEC, AN ARC LENGTH OF 99.76 FT & A CHORD WHICH BEARS N 3 DEG 57 MIN 50 SEC W TO A PT OF REVERSE CURVE; TH NLY ALG A CURVE CONCAVE TO E HAVING A RAD OF 521.57 FT, A CENTRAL ANG OF 10 DEG 57 MIN 07 SEC, AN ARC LENGTH OF 99.70 FT & A CHORD WHICH BEARS N 3 DEG 19 MIN 50 SEC W TO A PT OF TANGENCY; TH N 2 DEG 08 MIN 43 SEC E TO A PT ON N LINE OF SD S 272 FT OF SD 1/4 1/4 & THERE TERM; EX RD, SUBJ TO EASE OF REC.

At such hearing both written and oral comments will be heard.

DATED: August 15, 2025

Jennifer Bohr  
Building and Zoning Clerk  
City of Ham Lake

From: Hany Omar / YSMN Properties LLC  
Date: 6/20/2025

To: City of Ham Lake  
To whom it may concern.

I am owner of property 16905/16909 Baltimore ST. Ham Lake, MN. I approve exotic Automotive business to open a Mechanic Shop and body shop at the property located on 16909 Baltimore ST. Ham Lake.

for any questions feel free to reach me at 6127307424 or email me at hanyomar@gmail.com

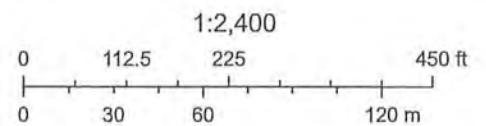
Hany Y. Omar



# ArcGIS Web Map



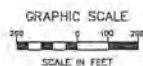
8/20/2025, 11:56:32 AM





# N 1/2 SECTION 8, T. 32, R. 23

CITY OF HAM LAKE



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

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32	31	42	41
33	34	43	44

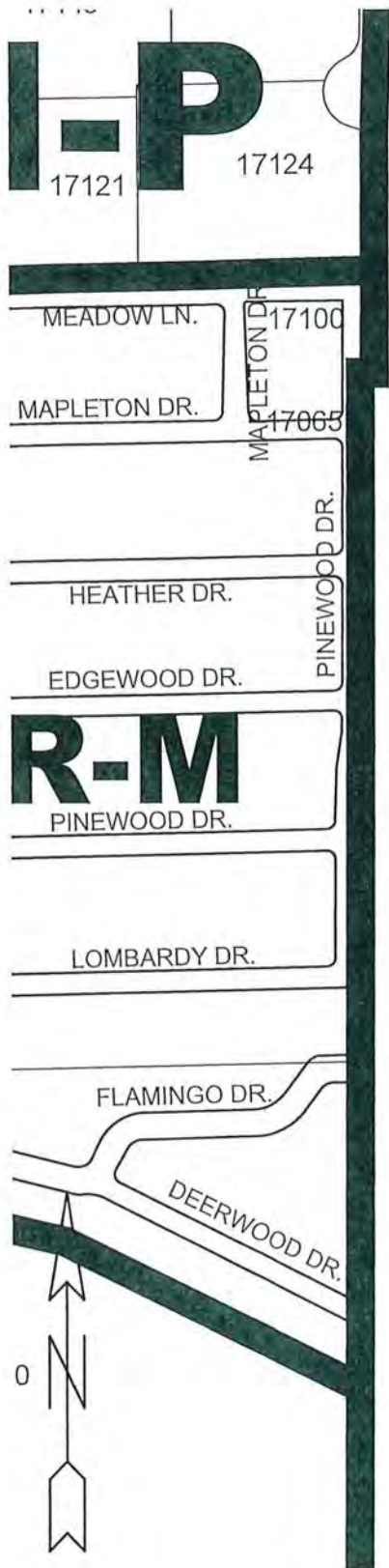
NORTH HALF  
OF SECTION  
  
SOUTH HALF  
OF SECTION

## PROPERTY IDENTIFICATION NUMBER

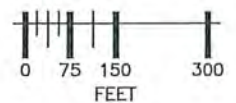
Section	Township	Range	Quarter	Specific
Number	Number	Number	Number	Parcel
XX	XX	XX	XX	XXXX

SPECIFIC PARCEL NUMBERS ARE IN BRACKETS: [1]  
EXAMPLE OF PIN NUMBER: 08-22-23-13-0013

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



STATE TRUNK HIGHWAY NO. 6



August 25, 2025

## CITY OF HAM LAKE

### STAFF REPORT

**To: Members of the Planning Commission**

**From: Mark Jones, Building Official**

**Subject: Conditional Use Permit for Exotic Automotives LLC for auto repair at 16909 Baltimore Street NE**

#### **Introduction/Discussion:**

Exotic Automotives LLC is applying for a Conditional Use Permit for auto repair. Auto repair will include both mechanical and auto body work. Besides auto repair, Exotic Automotives LLC also operates a used car sales dealership at this location. The property is zoned Commercial Development II (CD-2). Per Article 9-220.3 Commercial Development II (CD-2), used vehicle sales is a permitted use in the CD-2 zoning district, but auto repair requires a Conditional Use Permit (CUP). Exotic Automotives LLC will have two full-time employees and will subcontract two technicians as needed. Hours of operation requested are Monday through Friday 10:00 am to 7:00 pm, and Saturday 10:00 am to 5:00 pm. Exotic Automotives LLC identifies 16 parking stalls to the west and north of the building, outside of the fenced area, for business use on the site plan. A minimum of four parking stalls must be reserved for employee parking, four for customer parking and one for handicapped parking. The remaining parking spaces are assumed to be used for the display of used cars that will be for sale.

Per Article 7-905.E and 7-905.F, a business holding a Motor Vehicle Sales Lot License, must ensure *all motor vehicles be currently capable of obtaining applicable licenses, and all motor vehicles shall be completely assembled motor vehicles as customarily delivered from the factory. No junk cars, parts stockpiling or storage of dismantled cars shall be permitted.* Exotic Automotives LLC obtains some vehicles that require repair prior to selling them and wants to be able to do the repair work on-site. The site plan shows sixteen spaces within the fenced area that are to be used to store damaged vehicles waiting to be repaired. A 12-foot drive aisle must be maintained between rows of cars, and at the end of each row, on the gate side, of the screened in area.

#### **Recommendation:**

I recommend approval of the Conditional Use Permit (CUP) for Exotic Automotives LLC with these conditions:

1. That all damaged vehicles be parked within the screened area and that a 12-foot drive aisle be maintained between rows of cars and at the end of each row, on the gate side, of the screened in area.
2. No outside storage of liquids, tires, parts, etc.
3. No "parts" cars (vehicles bought for the sole purposes of removing parts for other vehicles)
4. All repairs need to be done inside the building. This includes any type of repair work such as body work or replacement of headlights, etc.
5. All fluids to be contained and disposed of according to State and County requirements.
6. That proper screening be provided between commercial and residential property and that the primary and secondary septic area and septic tanks be protected.
7. That all auto sales activities be kept separate from the auto repair, and all requirements of Article 7-900 be adhered to for auto sales.
8. Exotic Automotives LLC provide a minimum of four parking stalls for employees, and four parking stalls for customers. The handicap parking space(s) must be properly marked.
9. Exotic Automotives LLC hours of operation are to be, Monday through Friday 10:00 am to 7:00 pm, and Saturday 10:00 am to 5:00 pm.
10. Meeting all City, County, and State requirements.



To whom it may concern  
City of Ham Lake

This form is for the below business (Property)  
Exotic Automotives LLC

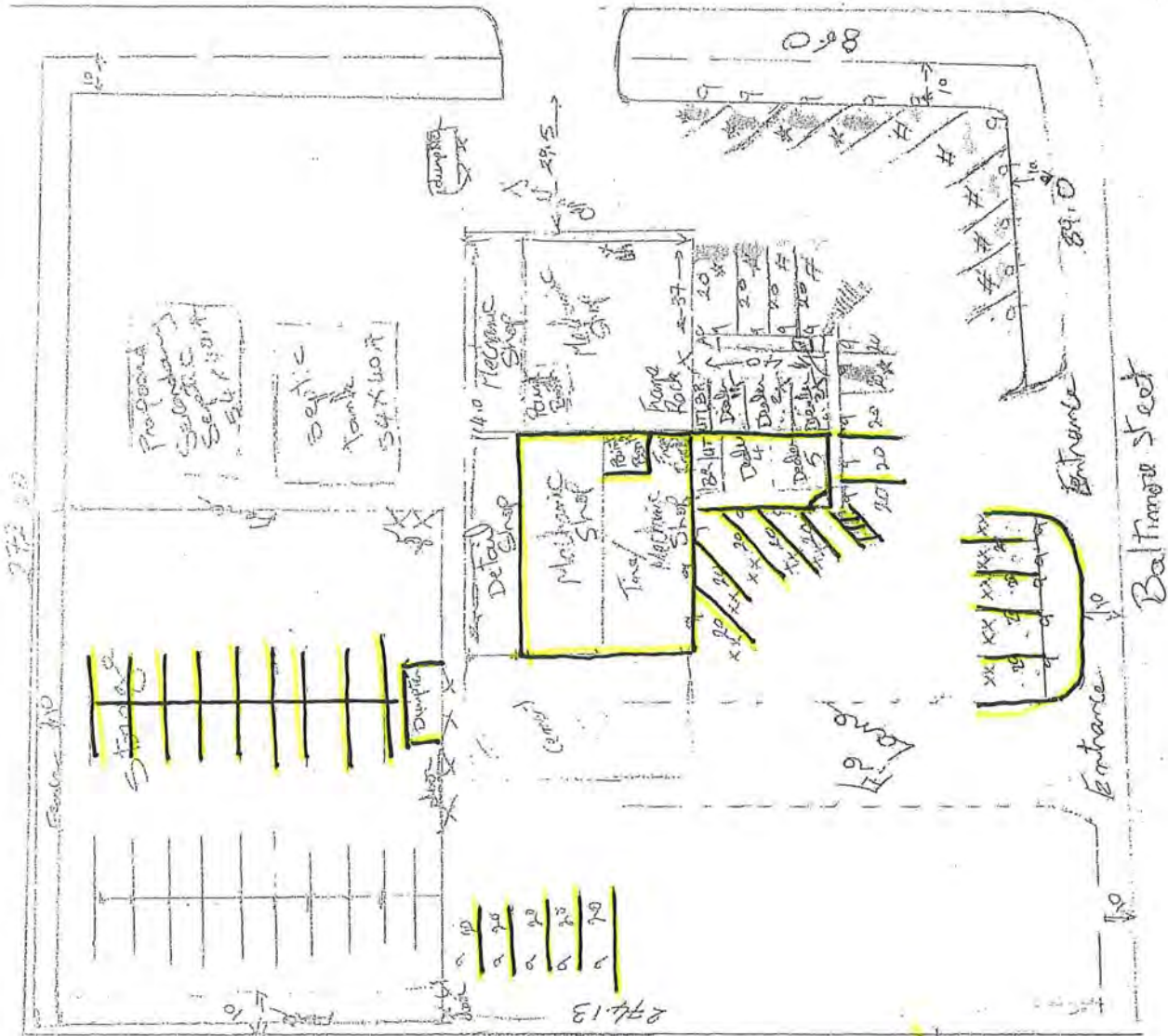
16909 Baltimore St. NE  
Ham Lake, MN 55304

- This property is being used to buy, sell and repair used cars, This repair includes Mechanical work, Body repair, oil change, Detailing Paint & Tires,
- Current employees: 2 Plus sub contract (2) certain tasks to skilled Technicians as needed
- Current Customers: 4 / day, Potential future customer: 8 day
- Work days: Mon - Sat
- Work hours Mon - Fri (10 am - 7 PM)  
Sat. (10 am - 5 PM)

RECEIVED  
DEC 18 2013

Updated 1-3-24  
For EXOTIC

# 691



295.13

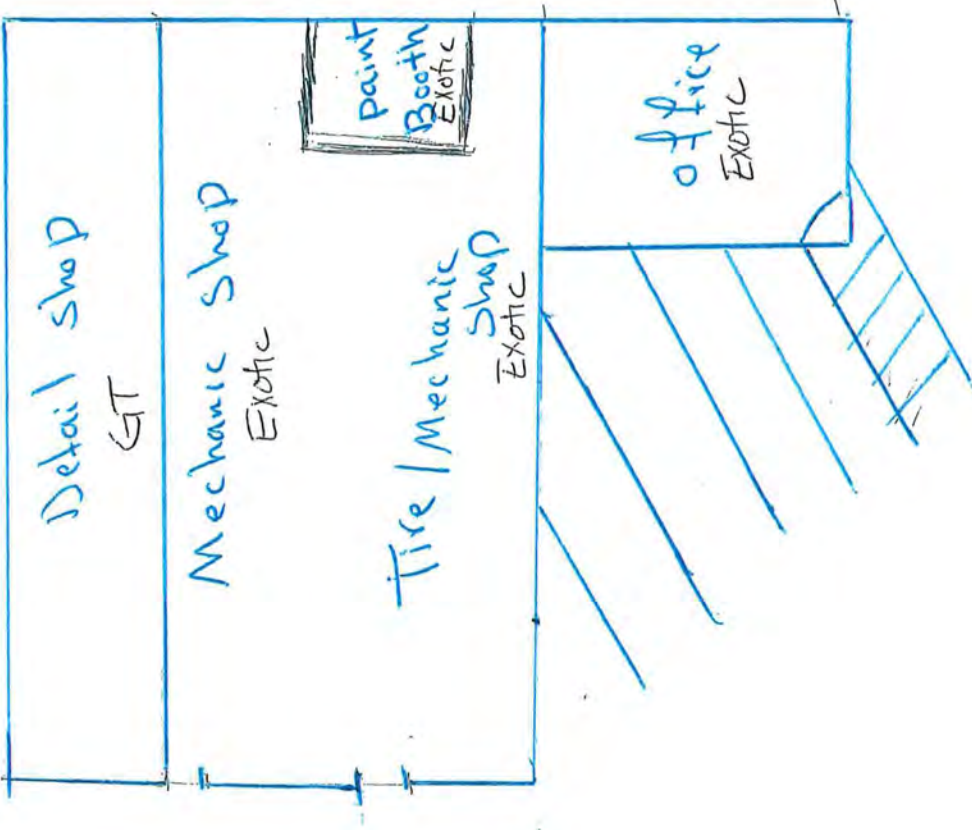
274.13

Car Dealers:  
 X GT Auto Sales Corp  
 # GT Auto LLC  
 XX Exotic Automobiles LLC



# Exotic Automotive LLC

8/7/2025





# PLANNING REQUEST

## CITY OF HAM LAKE

15544 Central Avenue NE

Ham Lake, MN 55304

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

Date of Application 7/22/25

Date of Receipt 7-23-25

Receipt #        Amount \$       

Meeting Appearance Dates:

Planning Commission 8-25-25

City Council 9-2-25

Please check request(s):

- ☐ Metes & Bounds Conveyance
- ☐ Sketch Plan
- ☐ Preliminary Plat Approval\*
- ☒ Final Plat Approval
- ☐ Rezoning\*
- ☐ Multiple Dog License\*

- ☐ Commercial Building Permit
- ☐ Certificate of Occupancy
- ☐ Home Occupation Permit
- ☐ Conditional Use Permit (New)\*
- ☐ Conditional Use Permit (Renewal)
- ☐ Other

**\*NOTE: Advisory Signage is required for land use alterations and future road connections. This application also requires a Public Hearing. Such fees shall be deducted from deposit.**

Development/Business Name: Elwell Farms

Address/Location of property: Lexington Avenue NE and 136th Avenue NE

Legal Description of property: See attached

PIN # See exhibit Current Zoning R-1 Proposed Zoning R-1/R-A

Notes: Please see attached phasing plan for anticipated project phasing (50 single fam. residential lots/8000 lots)

Applicant's Name: Joseph Radach

Business Name: Contour Development LLC

Address P.O. Box 89

City Rockford State MN Zip Code 55373

Phone 612.730.2265 Cell Phone 612.730.2265 Fax       

Email address jradach@contourcd.com

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

SIGNATURE  DATE 7/22/25

\*\*\*\*\*

### - FOR STAFF USE ONLY -


ACTION BY: Planning Commission 8-25-25  
City Council       

PROPERTY TAXES CURRENT YES NO  
Any Active/Deferred Assessments YES NO

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

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

**DATA PRACTICES ADVISORY  
TENNESSEN WARNING  
REQUIRED BY MINNESOTA STATUTES CHAPTER 13.04**

SIGNED BY 

COMPANY/TITLE: Contour Development LLC, Principal

DATE: 7/22/25

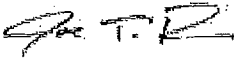
**CITY OF HAM LAKE  
ACKNOWLEDGMENT OF RESPONSIBILITY  
TO REIMBURSE EXPENSES**

**The undersigned, Joseph Radach, Contour Development LLC, having applied to the City of Ham Lake for consideration of a planning and zoning request, or any other permit, license, or action requiring review and/or approval of the City, as follows:**

Final Plat and Easement Vacation

*Type of Application*

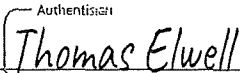
**acknowledges that the sum of \$ \_\_\_\_\_, has been deposited with the City of Ham Lake to reimburse the City of Ham Lake for any out of pocket expenses incurred by the City in reviewing the proposal, including but not limited to a staff review fee, any signage required by ordinance, and City Engineer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

**Applicant Signature**  **Dated** 7/22/25

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

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

**I am aware of the application being submitted by the applicant and approve the request.**

**Property Owner Signature**  **Dated** 07/22/25

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

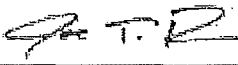
**The undersigned, Joseph Radach, Contour Development LLC, having applied to the City of Ham Lake for consideration of a planning and zoning request, or any other permit, license, or action requiring review and/or approval of the City, as follows:**

Final Plat and Easement Vacation

---

*Type of Application*

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

**Applicant Signature**  **Dated** 7/22/25

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

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

**I am aware of the application being submitted by the applicant and approve the request.**

**Property Owner Signature**  **Dated** 07/23/25

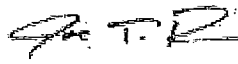
**CITY OF HAM LAKE  
ACKNOWLEDGMENT OF RESPONSIBILITY  
TO REIMBURSE EXPENSES**

**The undersigned, Joseph Radach, Contour Development LLC, having applied to the City of Ham Lake for consideration of a planning and zoning request, or any other permit, license, or action requiring review and/or approval of the City, as follows:**

Final Plat and Easement Vacation

*Type of Application*

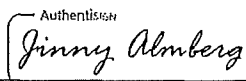
**acknowledges that the sum of \$ \_\_\_\_\_, has been deposited with the City of Ham Lake to reimburse the City of Ham Lake for any out of pocket expenses incurred by the City in reviewing the proposal, including but not limited to a staff review fee, any signage required by ordinance, and City Engineer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

**Applicant Signature**  **Dated** 7/22/25

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

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

**I am aware of the application being submitted by the applicant and approve the request.**

**Property Owner Signature**  **Dated** 07/24/25



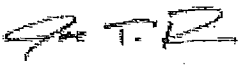
**CITY OF HAM LAKE  
ACKNOWLEDGMENT OF RESPONSIBILITY  
TO REIMBURSE EXPENSES**

**The undersigned, Joseph Radach, Contour Development LLC, having applied to the City of Ham Lake for consideration of a planning and zoning request, or any other permit, license, or action requiring review and/or approval of the City, as follows:**

Final Plat and Easement Vacation

*Type of Application*

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

**Applicant Signature**  **Dated** 7/22/25

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

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

**I am aware of the application being submitted by the applicant and approve the request.**

**Property Owner Signature**  Cynthia Elwell Brock **Dated** 07/24/25

## Memorandum

Date: August 21, 2025

To: Planning Commissioners

From: David A. Krugler, City Engineer

Subject: Elwell Farms First Addition



---

### Introduction:

The Final Plat for the proposed 50-lot residential development and 8 outlots was received on August 8th. The project site encompasses approximately 515.1 acres and includes parcels 36-32-23-11-0001, 36-32-23-12-0003, 36-32-23-13-0004, 36-32-23-13-0006, 36-32-23-14-0001, 36-32-23-21-0006, 36-32-23-22-0010, 36-32-23-24-0005, 36-32-23-31-0001, 36-32-23-34-0001, 36-32-23-41-0001, 36-32-23-42-0001, 36-32-23-43-0001, 36-32-23-44-0001, 36-32-23-21-0005, 36-32-23-33-0001, and 36-32-23-24-0015. The property is currently zoned Rural Single Family Residential (R-A) and will be rezoned to R-1 to accommodate the development. All prior review comments have been addressed. Supporting materials, including a 1,000-scale aerial photo, 400-scale half-section maps, and a 1,000-scale zoning map, are attached for reference.

### Discussion:

This plat proposes the development of the northern 50 lots of the originally proposed 105 new parcels as a first phase. No park land dedication is proposed with this portion of the plat, and it is recommended that fees in lieu of parkland be required from the Developer. If the remaining lots shown on the preliminary plat are later developed and park land is dedicated, an appropriate credit will be determined. No wetland banking is proposed with the first phase of this plat. The Developer is required to remove the temporary cul-de-sac at the east end of 137th Lane, relocate public utilities, pay the public hearing application fee to vacate the right-of-way beyond 66 feet, and dedicate a 10-foot drainage and utility easement adjacent to the new 66-foot right-of-way. A 70-foot-wide Minnesota Pipeline Company (Flint Hills Resources) easement crosses the northeast parcels of the plat. Flint Hills Resources has approved the plans for both the street and storm crossings, as noted in the attached May 19 email, and Flint Hills Resources will draft the necessary encroachment agreement. An additional Encroachment Agreement drafted by the City Attorney will be required for Lot 29, Block 3 to allow septic access through a proposed easement. Outlots A and B must be combined with parcel 36-32-23-12-0004, while Outlots C, D, and G must be restricted through the Development Agreement so that no building permits will be issued for them. The agreements and the combination of Outlots A and B with parcel 36-32-23-12-004 must be signed and filed with Anoka County before any building permits will be issued.

The existing buildings located within the proposed Lot 2 of Block 2 are proposed to be razed. The developer will need to obtain demolition permits for the two buildings. The existing septic will need to be removed per MPCA Rule 7080.2500. The plans show a primary and secondary field for septic for a future home.

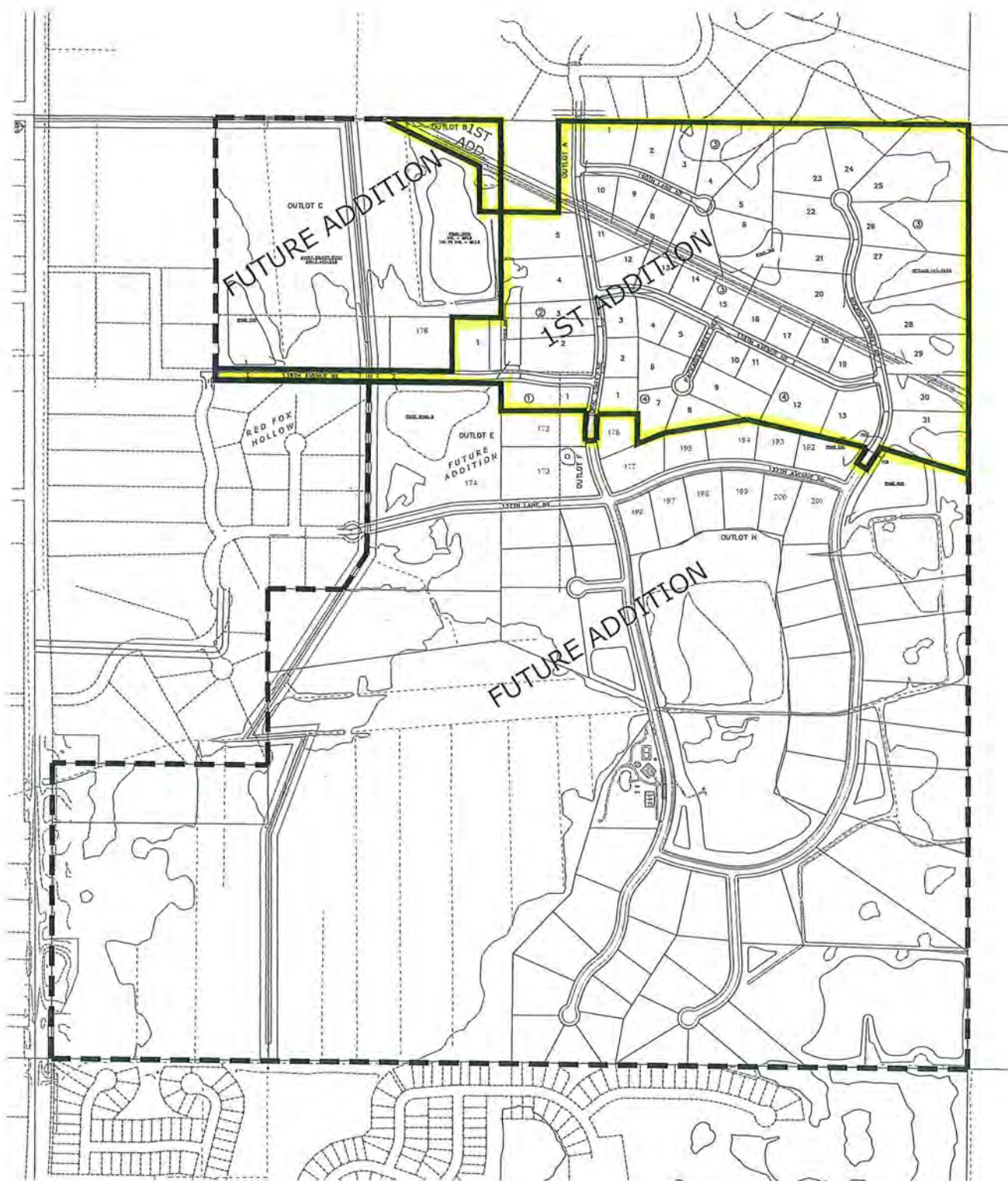
Several lots are proposed to be custom graded, specifically Lots 11, 12, 16, and 17 of Block 3 and Lots 7, 8, 9, and 11 of Block 4. Grading for these lots is designed to conform to the overall Grading Plan, with garage floor elevations approximately eight feet above existing grade. It is recommended that escrow be set at \$9,000 per lot, for a total escrow of \$56,000 for custom grading deposited with the City. The release of the escrow for each lot will be contingent upon submission of as-built drawings certifying pad construction. A FEMA Letter of Map Amendment will not be required as all building pads are outside of FEMA Zone A. The Coon Creek Watershed District Board of Managers approved the plans on March 27, and the CCWD Permit was issued on August 1, both are attached for reference. A septic certification completed by Tradewell Soil Testing on July 7 confirms that the lots will support two standard septic systems in accordance with Minnesota Rules 7080. A rare plant survey prepared by Stantec identified the presence of Fuller's Bristleberry and the Blunt-Lobed Grape Fern, both classified as threatened by the Minnesota Department of Natural Resources. A Minnesota DNR taking permit has been issued for the Blunt-Lobed Grape Fern, while the remaining plants will not be disturbed.

In total, 14 easements exist across the 18 parcels which includes those held by Flint Hills Resources, existing ingress and egress easements, and drainage and utility easements such as those affecting Red Fox Hollow 2nd Addition Outlot A. All easements must be vacated, released, or properly confined at the Developer's expense prior to final plat filing. Documentation of these actions must be provided to the City before any building permits are issued. The development is proposing installing the temporary cul-de-sacs outside of the plat for Rockney Street and Opal Street. Additional right-of-way documents and drainage and utility easements for the two temporary cul-de-sacs will be required prior to issuing any building permits.

**Recommendations:**

It is recommended that the Final Plat of Elwell Farms be recommended for approval to the City Council.





# ELWELL FARMS

CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

KNOW ALL PERSONS BY THESE PRESENTS: That Elwell Farms LLC, a limited liability company, owner of the following described property:

The Northeast Quarter of the Northeast Quarter of Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Northwest Quarter of the Northeast Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota. Except the South 212.00 feet of the West 580 feet of said Northwest Quarter of the Northeast Quarter; also except the North 512.41 feet of the West 325.00 feet of Northwest Quarter of said Northwest Quarter.

AND

The Southwest Quarter of the Northeast Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota. EXCEPT the West 330.2 feet of said Southwest Quarter of the Northeast Quarter, except the North 86 feet thereof; and Also Except the North 86.00 feet of the West 580.00 feet of said Southwest Quarter of the Northeast Quarter.

AND

The West 330.2 feet of the Southwest Quarter of the Northeast Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota, Except the North 86 feet thereof.

AND

The Southeast Quarter of the Northeast Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Northeast Quarter of the Northwest Quarter, Except the South 212 feet thereof, Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

That part of the Northwest Quarter of the Northwest Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota, lying East of the West 1027.97 feet thereof, and lying North of the South 212 feet of the Northwest Quarter of the Northeast Quarter, except that part platted as Elwell Heights.

AND

The South 67 feet of the North 155 feet of that part of the South Half of the Northwest Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota, lying Easterly of the East line of Elwell Heights.

AND

The Northeast Quarter of the Southwest Quarter, Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Southeast Quarter of the Southwest Quarter of Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Northeast Quarter of the Southeast Quarter of Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Northwest Quarter of the Southeast Quarter of Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Southwest Quarter of the Southeast Quarter of Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Southeast Quarter of the Southeast Quarter of Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The South 212.00 feet of the West 580.00 feet of the Northwest Quarter of the Northeast Quarter; the North 86.00 feet of the West 580.00 of the Southwest Quarter of the Northeast Quarter; that part of the North 88.00 feet of the South Half of the Northwest Quarter and that part of the South 212.00 feet of the North Half of the Northwest Quarter lying East of the East line of Elwell Heights, according to the recorded plat thereof, all in Section 36, Township 32, Range 23, Anoka County, Minnesota.

AND

The Southwest Quarter of the Southwest Quarter, Section 36, Township 32, Range 23, EXCEPT PARCEL 44, Anoka County Right of Way Plat No. 81, Anoka County, Minnesota.

(Abstract Property)

AND

Outlot A, Red Fox Hollow 2nd Addition, Anoka County, Minnesota.

(Torrens Property, Torrens Certificate No. 151959)

Has caused the same to be surveyed and platted as ELWELL FARMS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Elwell Farms LLC, a limited liability company, has caused these presents to be signed by its proper partner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Elwell Farms LLC

Jesse D. Neumann, Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Jesse D. Neumann, Manager of Elwell Farms LLC, a limited liability company, on behalf of the company.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Printed)

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

My commission expires \_\_\_\_\_

I, Thomas R. Bolluff do hereby certify that this plot was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plot is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plot; that all monuments depicted on this plot have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plot; and all public ways are shown and labeled on this plot.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Thomas R. Bolluff, Licensed Land Surveyor  
Minnesota License No. 40361

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Thomas R. Bolluff, Licensed Land Surveyor.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Printed)

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

My commission expires \_\_\_\_\_

CITY COUNCIL, CITY OF HAM LAKE, MINNESOTA

This plat of ELWELL FARMS was approved and accepted by the City Council of the City of Ham Lake, Minnesota at a regular meeting thereof held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF HAM LAKE, MINNESOTA

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

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

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

David M. Ziegemeier  
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Property Tax Administrator

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

COUNTY RECORDER/REGISTRAR OF TITLES

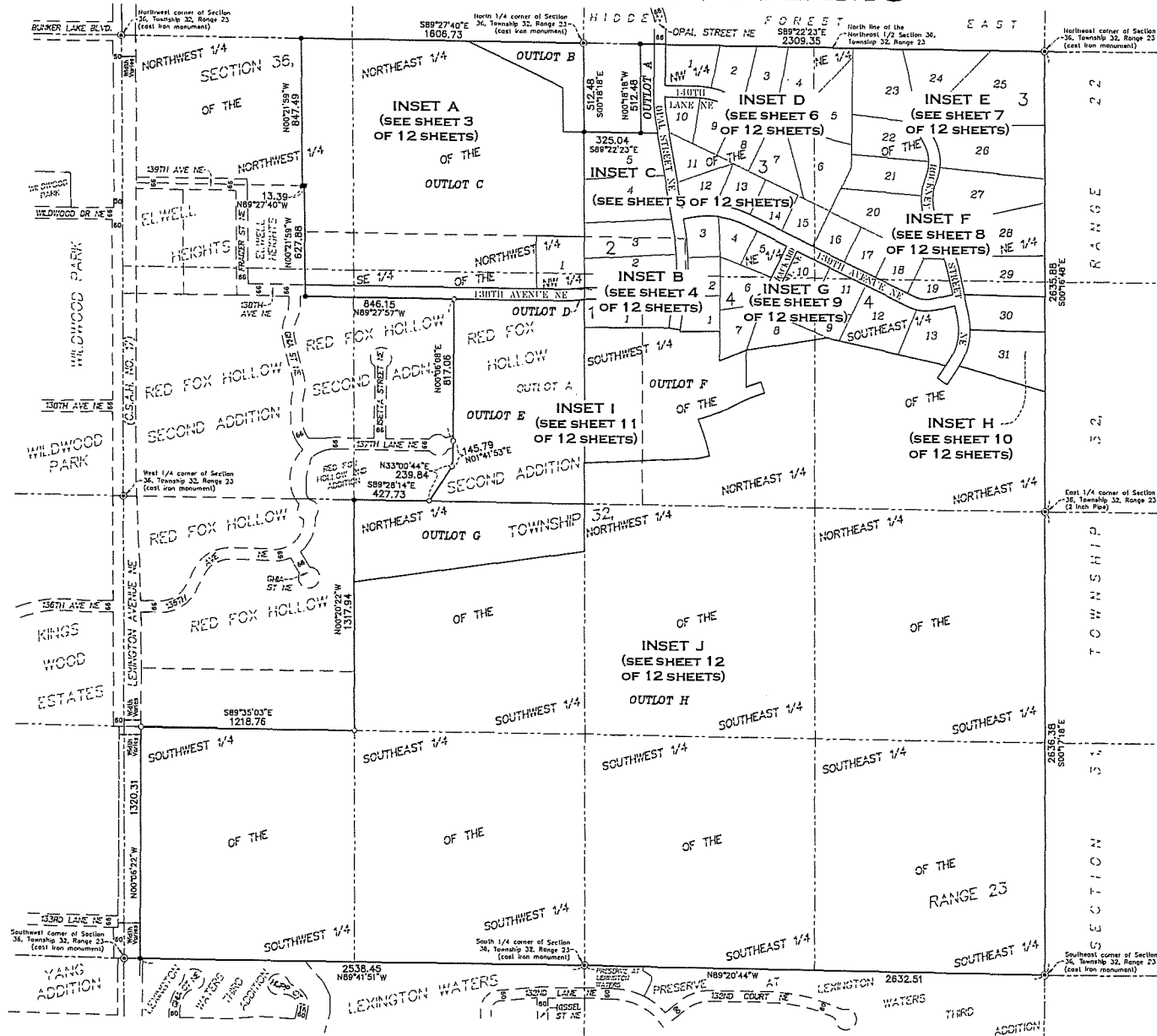
County of Anoka, State of Minnesota

I hereby certify that this plat of ELWELL FARMS was filed in the office of the County Recorder/Registrar of Titles for public record on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ M., and was duly recorded as Document Number \_\_\_\_\_.

\_\_\_\_\_  
County Recorder/Registrar of Title

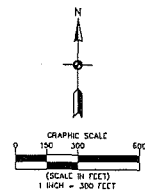
By: \_\_\_\_\_ Deputy

CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23



For the purposes of this plat, the North line of the Northeast 1/4 of Section 36, Township 32, Range 23 is assumed to have a bearing of South 89 degrees 22 minutes 23 seconds East.

- Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Iron Monument, unless otherwise noted
- Ⓢ Denotes Found Anoka County Section Monument, as noted

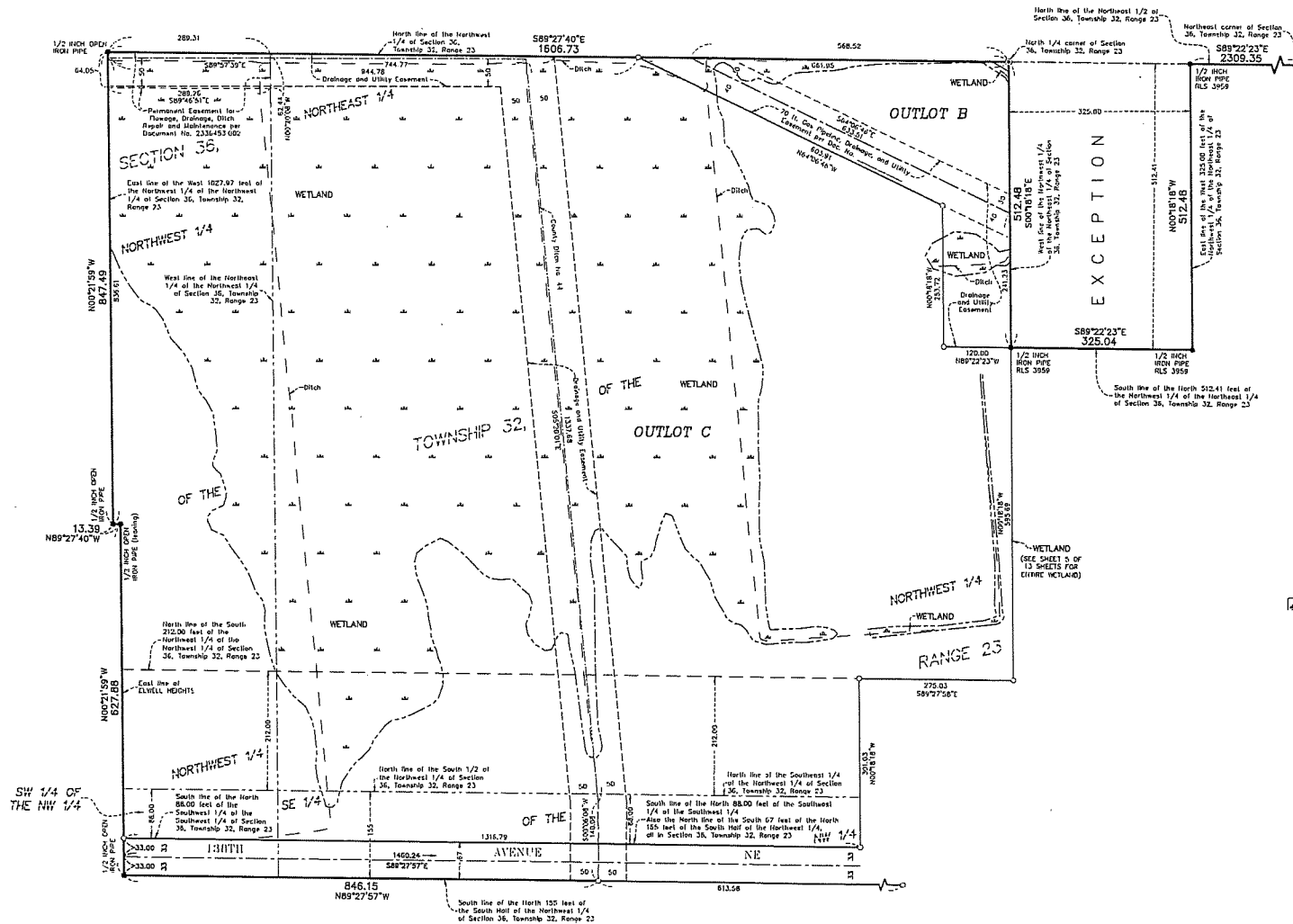




# ELWELL FARMS

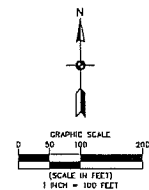
CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

## INSET A



For the purposes of this plot, the North line of the Northwest 1/2 of Section 36, Township 32, Range 23 is assumed to have a bearing of South 89 degrees 22 minutes 23 seconds East.

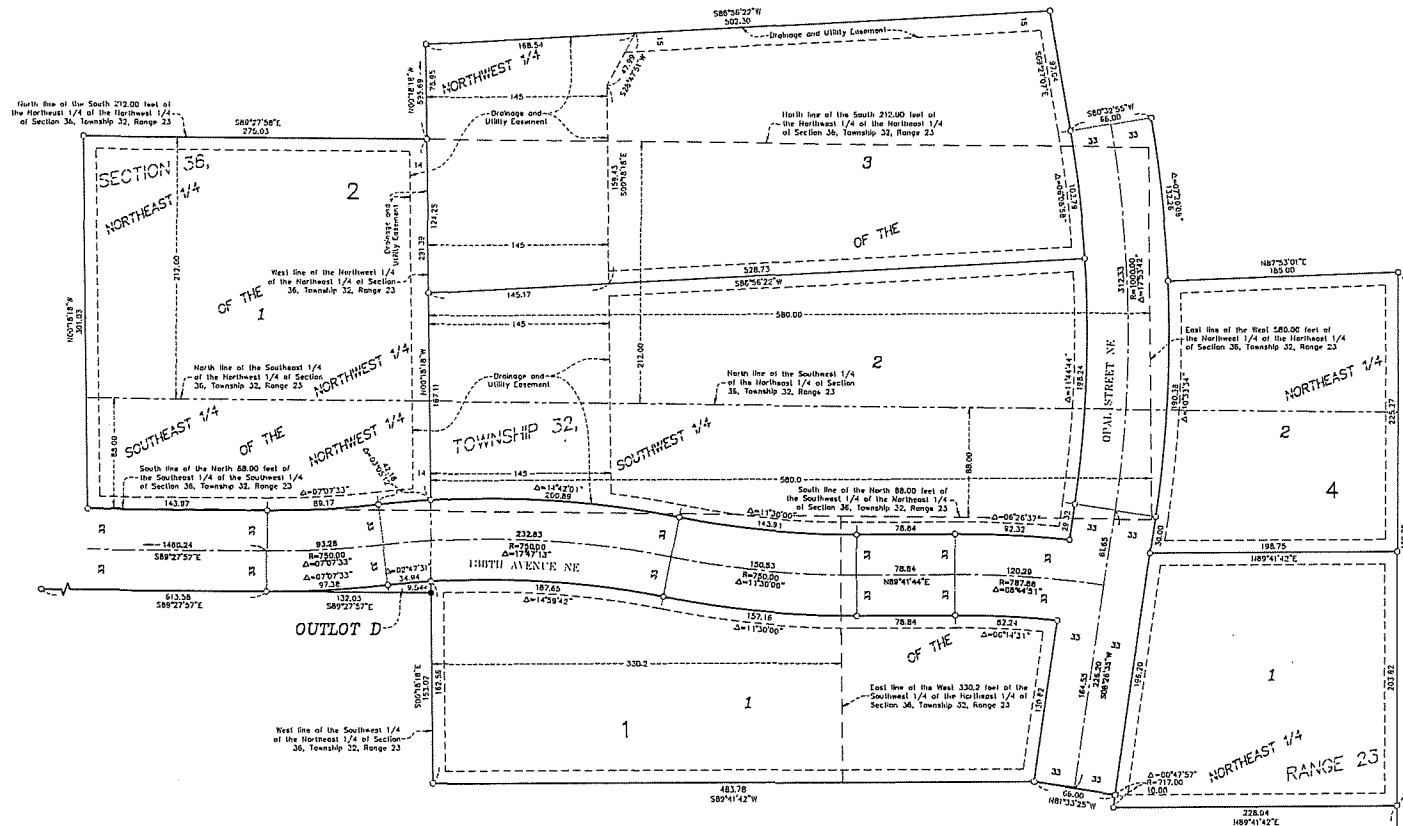
- Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plot and marked with license number 40381
- Denotes Found Monument, as noted
- ⊙ Denotes Found Anoka County Civil Iron Section Monument
- ⊙ Denotes Wetlands provided by KJdhung Environmental Services Company in 2024



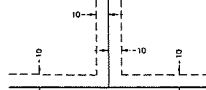
# ELWELL FARMS

CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

## INSET B



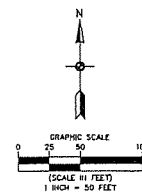
DRAINAGE AND UTILITY  
EASEMENTS ARE SHOWN THUS:



being 10 feet in width, and adjoining right of way  
lines, side lot lines, and rear lot lines unless  
otherwise shown on this plan.

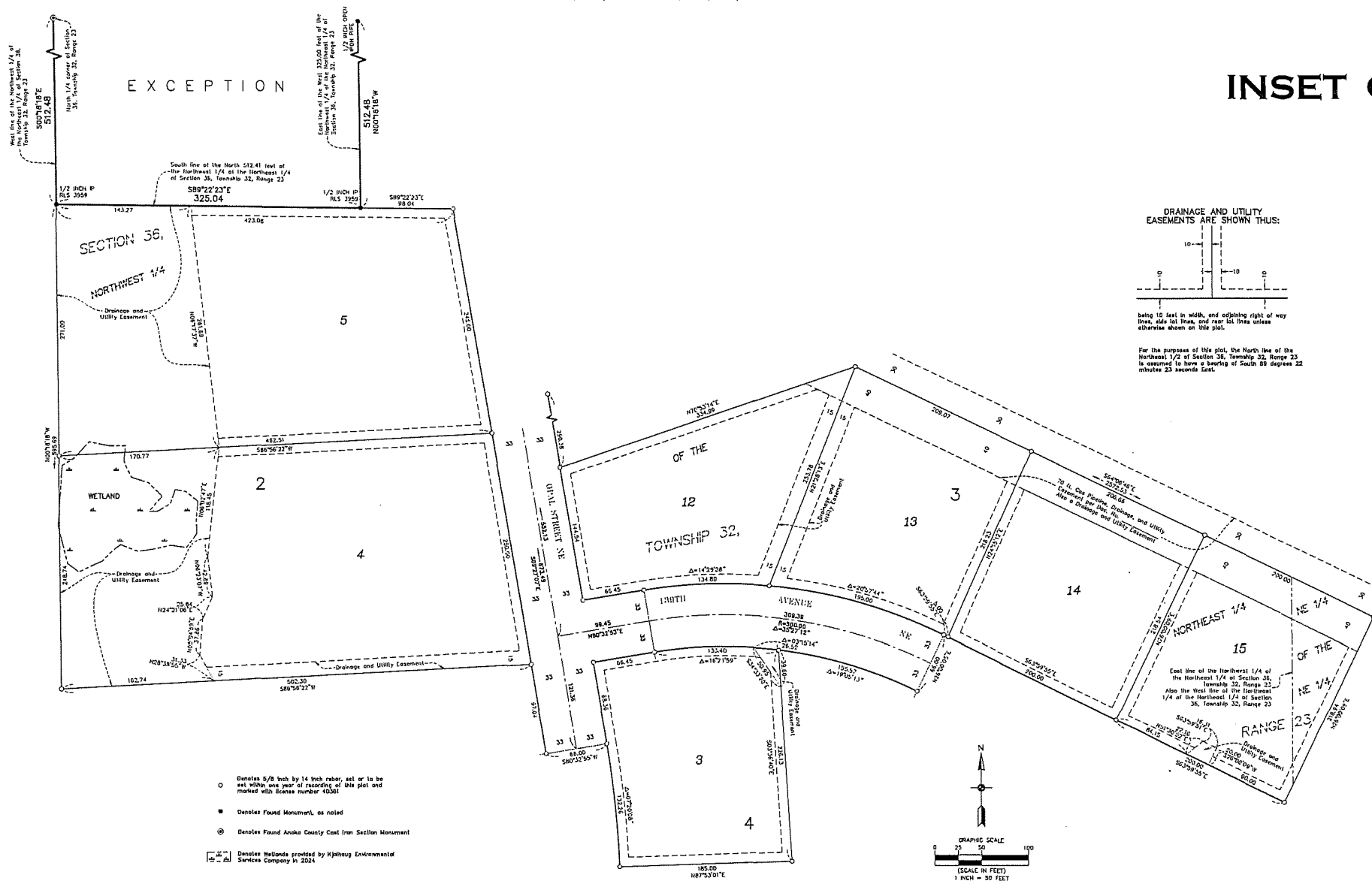
For the purposes of this plan, the North line of the  
Northwest 1/2 of Section 36, Township 32, Range 23  
is assumed to have a bearing of South 89 degrees 32  
minutes 23 seconds East.

- Denotes 5/8 inch by 14 inch rebar, set or to be  
set within one year of recording of this plan and  
marked with license number 40365
- Denotes 6 inch 1/2 inch Iron Pipe, marked with  
license number 0003



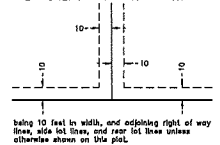
CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

### INSET C

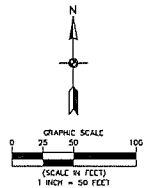


CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

DRAINAGE AND UTILITY  
EASEMENTS ARE SHOWN THUS:



For the purposes of this plot, the North line of the Northeast 1/2 of Section 38, Township 32, Range 23 is assumed to have a bearing of South 80 degrees 22 minutes 23 seconds East.

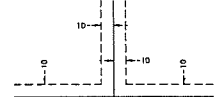


- Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found 1/2 inch Iron Pipe, marked with license number 3659

 Data provided by Kjellhaug Environmental Services Company in 2024

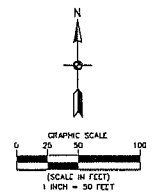
CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

DRAINAGE AND UTILITY  
EASEMENTS ARE SHOWN THUS:



being 10 feet in width, and adjoining right of way lines, side lot lines, and rear lot lines unless otherwise shown on this plot.

For the purposes of this plat, the North line of the Northeast 1/2 of Section 38, Township 32, Range 23 is assumed to have a bearing of South 89 degrees 22 minutes 23 seconds East.



Denotes 3/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361

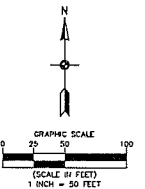
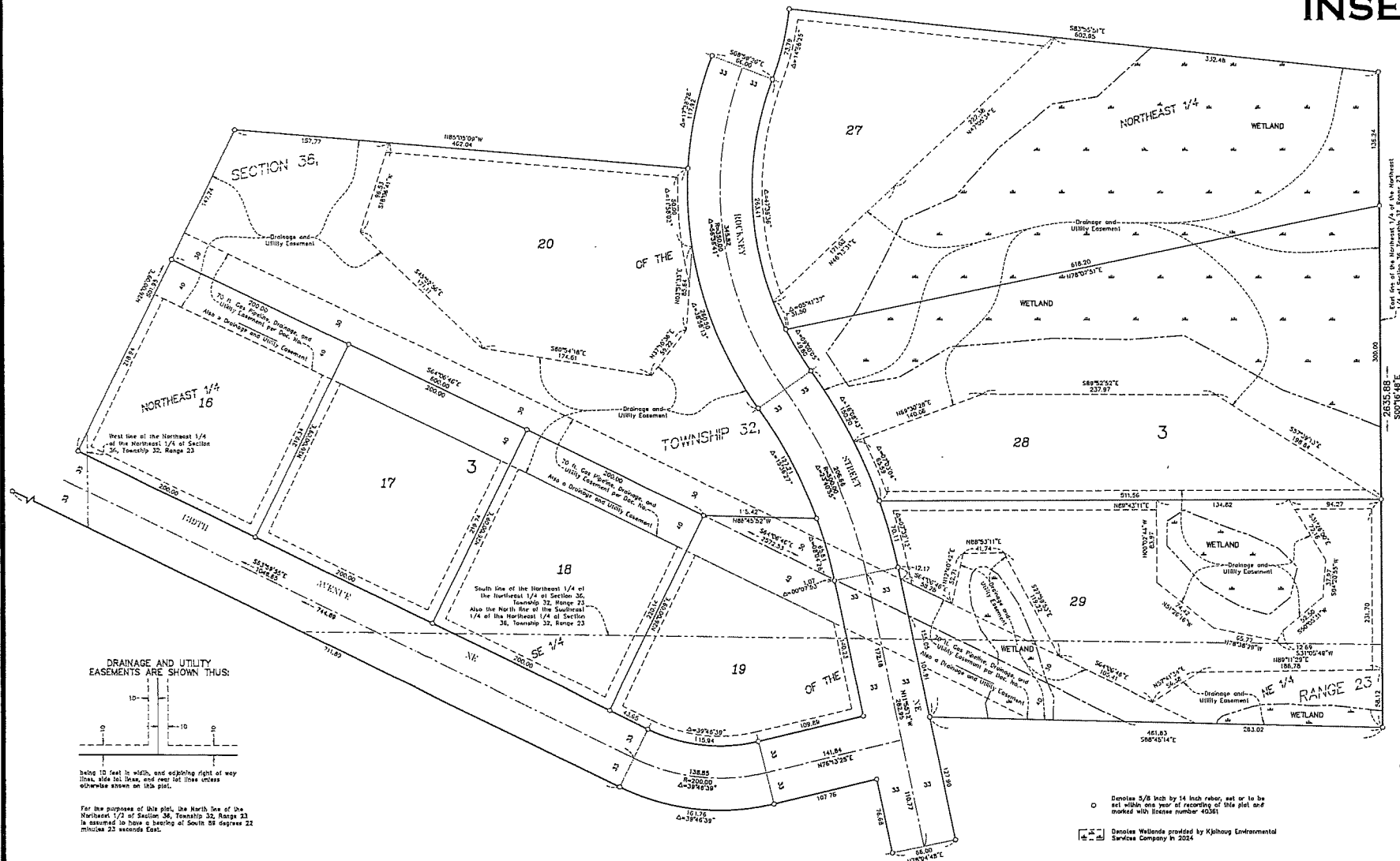
Denotes Found Anasco County Coal Iron Section Monument

Denotes Wellbore provided by Kjoahoug Environmental Services Company in 2024



CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

East 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 32, Range 23



CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

being 10 feet in width, and adjoining right of way lines, side lot lines, and rear lot lines unless otherwise shown on this plat.

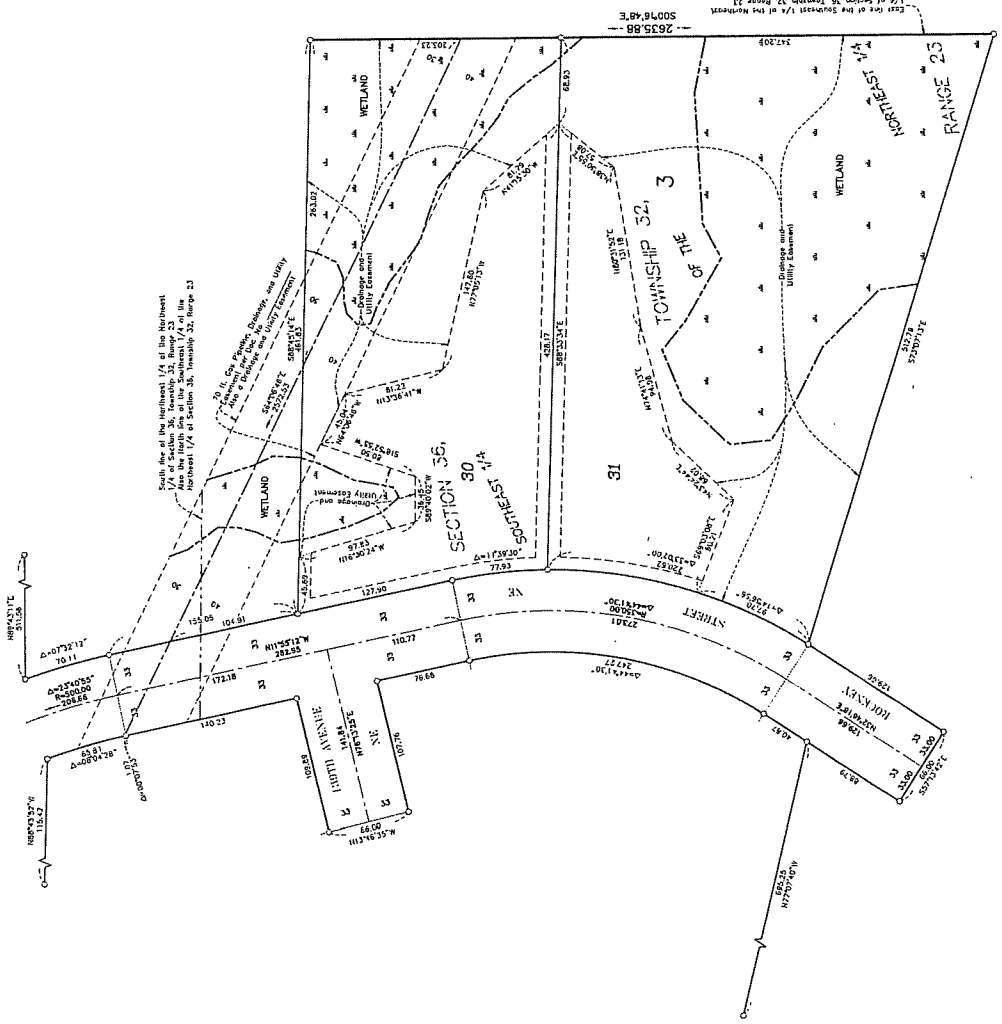
○ Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361



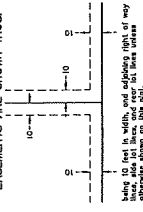
# ELWELL FARMS

CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

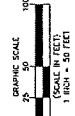
## INSET H



DRAINAGE AND UTILITY  
EASEMENTS ARE SHOWN THUS:



For the purposes of this plat, the North line of the  
Northeast 1/4 of Section 36, Township 32, Range 23  
shall be the line of the Township of South 10 degrees 23  
minutes 23 seconds East.



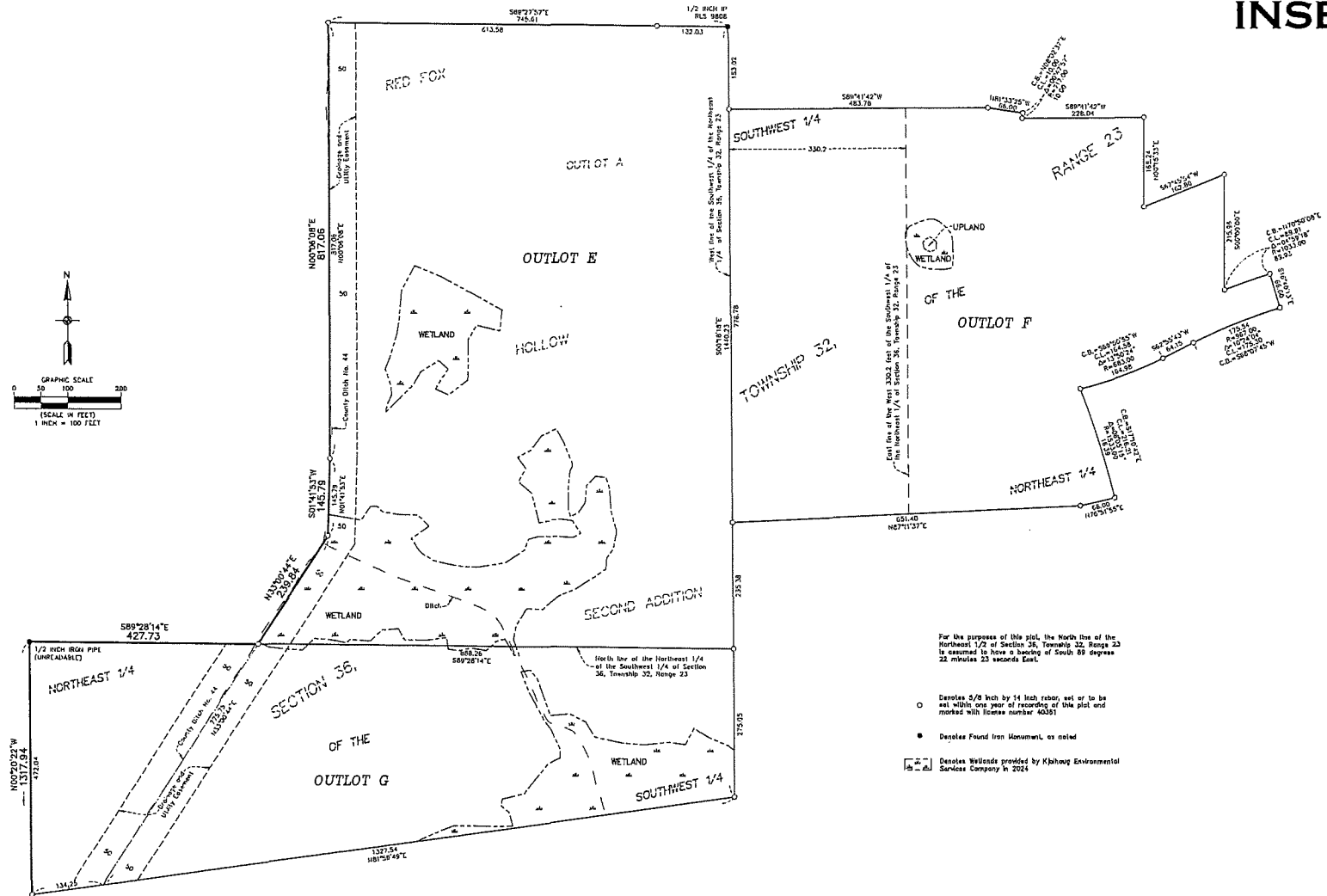
Questions of 50 feet by 11, both other plat is to be  
set within one year of recording of this plat and  
notified with license number 40361.

Survey plat provided by Kuhlman Environmental  
Survey Company in 2024.

# ELWELL FARMS

CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

## INSET I



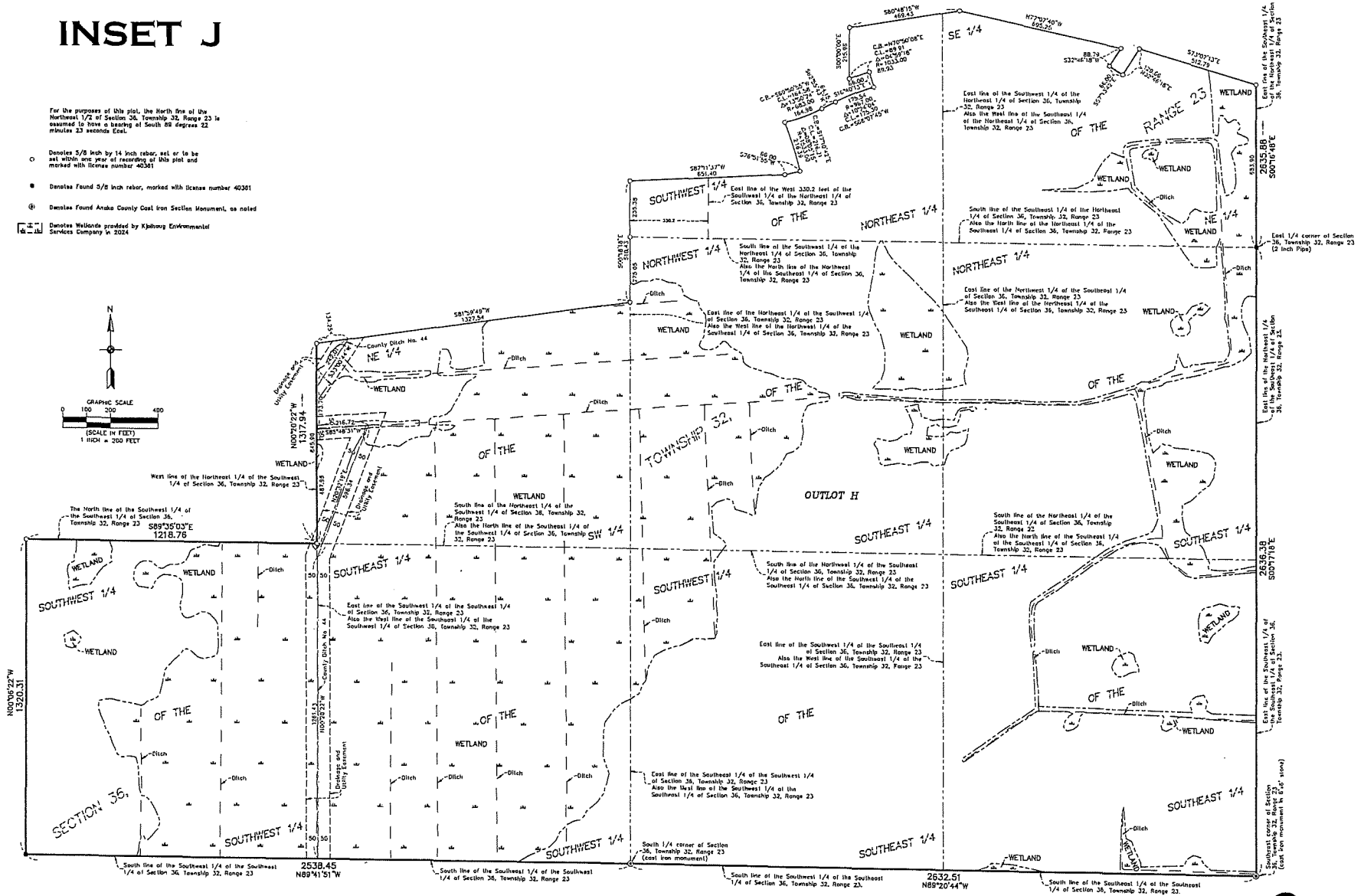
# ELWELL FARMS

CITY OF HAM LAKE  
COUNTY OF ANOKA  
SEC. 36, TWP. 32, RGE. 23

## INSET J

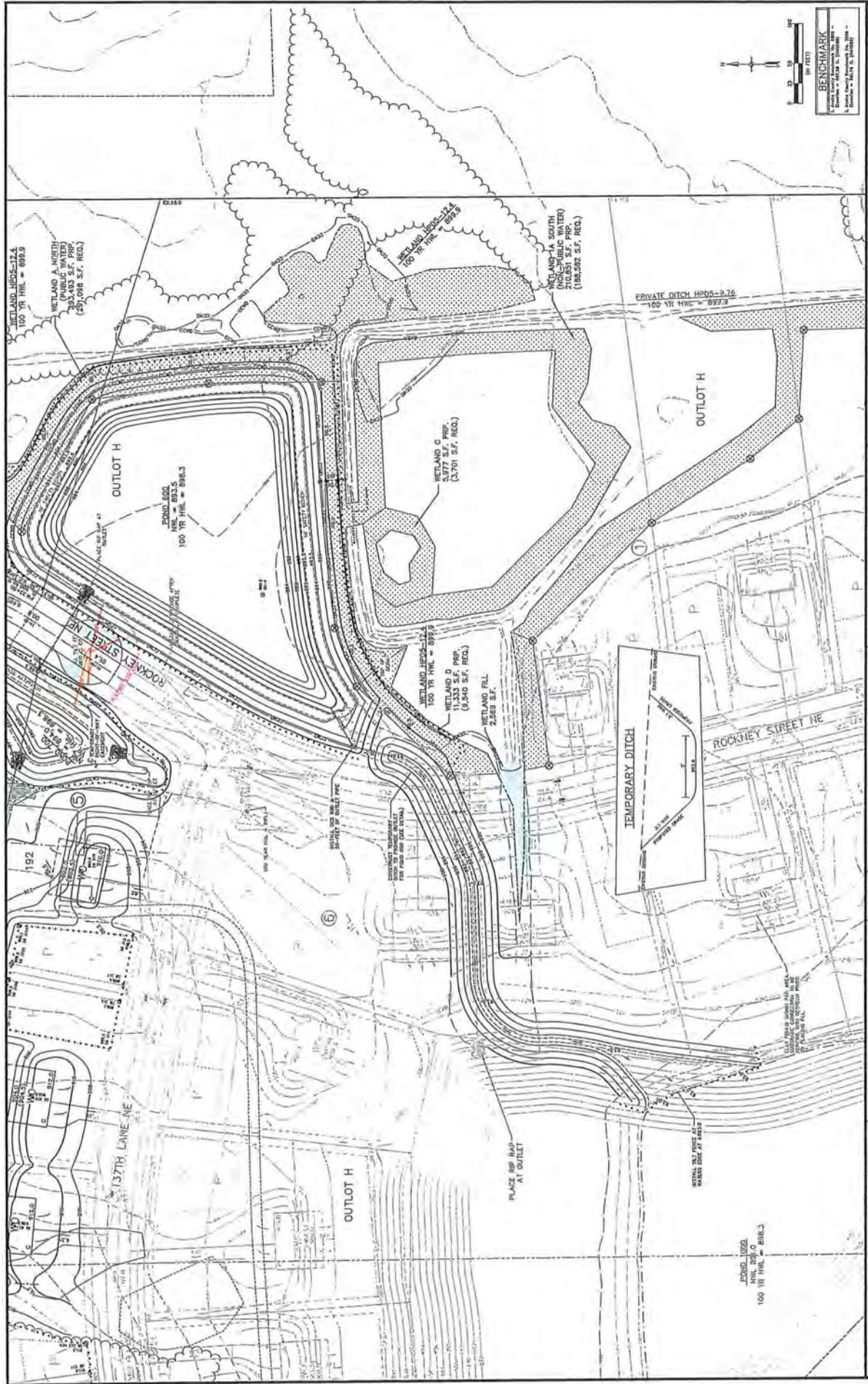
For the purposes of this plat, the North line of the Northwest 1/4 of Section 36, Township 32, Range 23 is assumed to have a bearing of South 89 degrees 22 minutes 23 seconds East.

- Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40301
- Denotes Found 5/8 inch rebar, marked with license number 40301
- ⊕ Denotes Found Anoka County Coal Iron Section Monument, as noted
- WETLAND Denotes Wetlands provided by Kjelvig Environmental Services Company in 2024





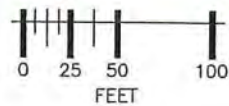
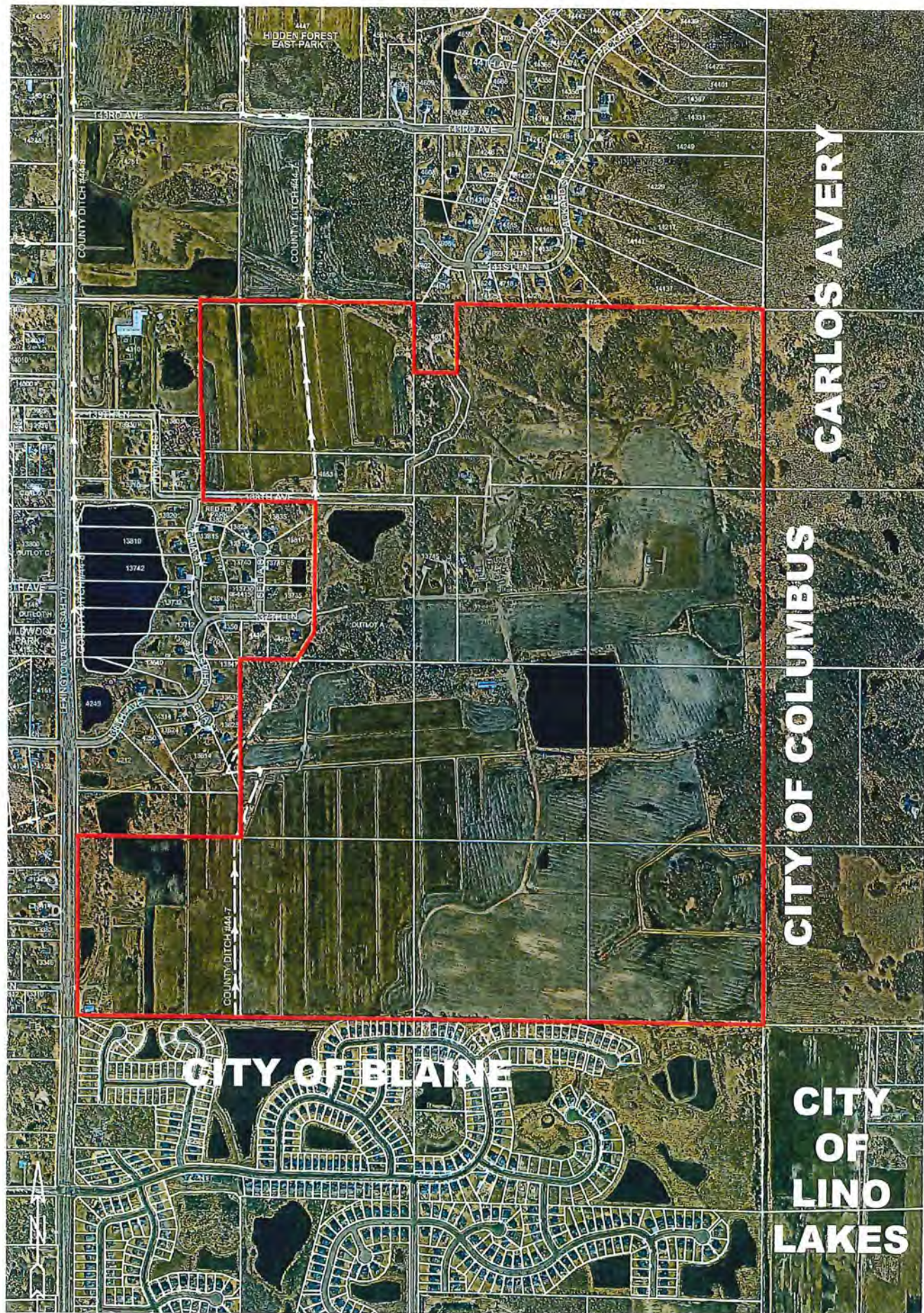




**BENCHMARK**  
 100 YR HWM = 899.5  
 100 YR HWM = 899.5  
 100 YR HWM = 899.5

	<b>CARLSON ENGINEERING</b> 1000 13TH AVE NE SUITE 100 ROCKFORD, MN 55373 TEL: 763.444.2222 FAX: 763.444.2222 WWW.CARLSON-ENGINEERING.COM	Project Name: 13TH AVE NE Date: 03/20/11 Scale: 1"=20'	Drawn: JLB Checked: JLB Date: 03/20/11	Project No.: 2011-01 Sheet No.: 1 of 2	<b>CONTOUR CIVIL &amp; DEVELOPMENT</b> P.O. BOX 89 Rockford, MN 55373	<b>ELWELL FARMS</b> Ham Lake, MN	<b>1ST ADDITION GRADING EXHIBIT</b>	C2 of 2 #10941
--	--	--	--	---	---	-------------------------------------	-------------------------------------	-------------------

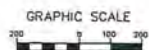
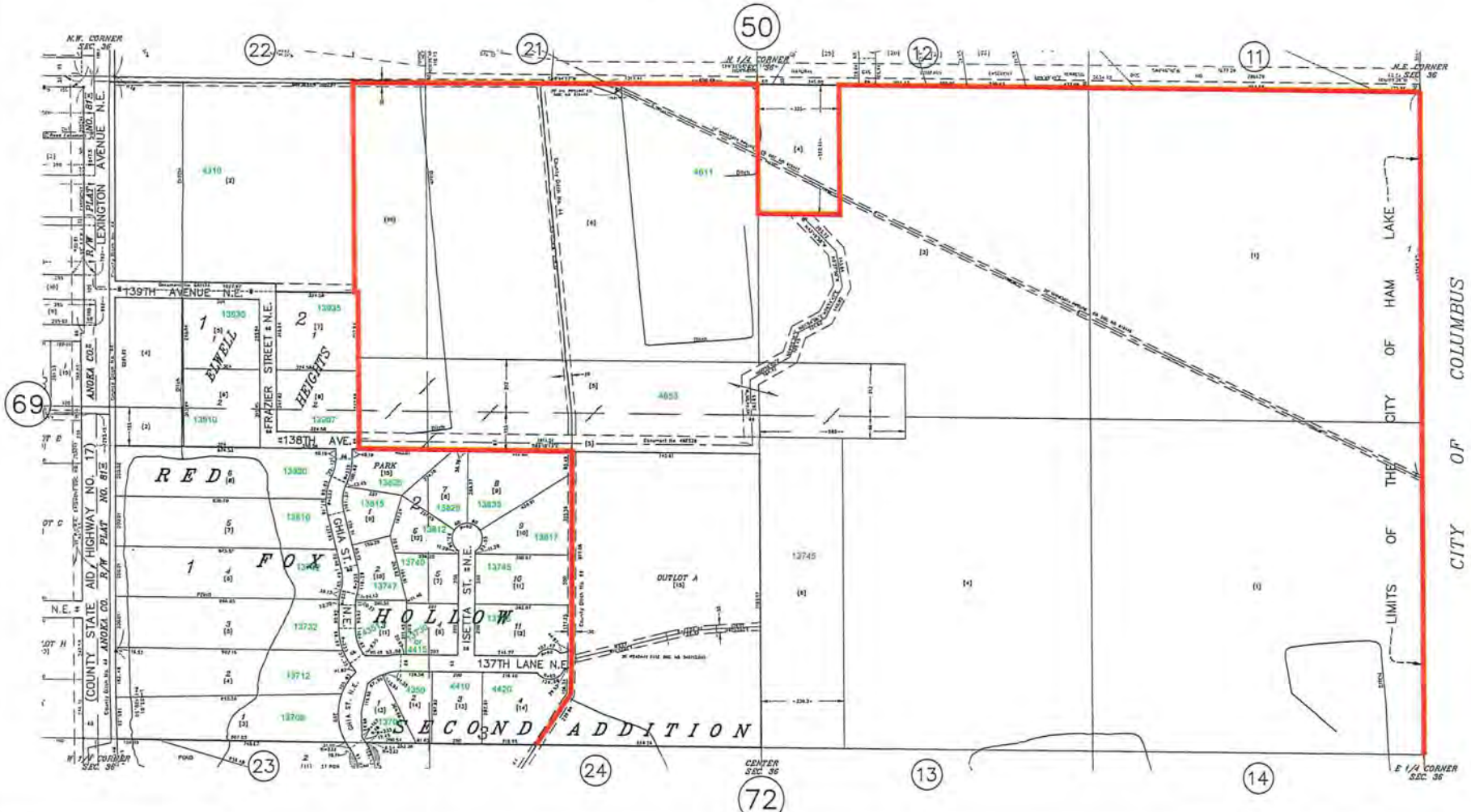






# N 1/2 SECTION 36, T. 32, R. 23

CITY OF HAM LAKE



ANOKA COUNTY  
SURVEYOR'S OFFICE  
ROOM 224  
2100 3RD AVENUE  
ANOKA, MN 55303

QUARTER QUARTER INDEX

22	21	12	11
23	24	13	14
32	31	42	41

NORTH HALF  
OF SECTION

PROPERTY IDENTIFICATION NUMBER

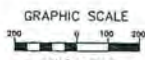
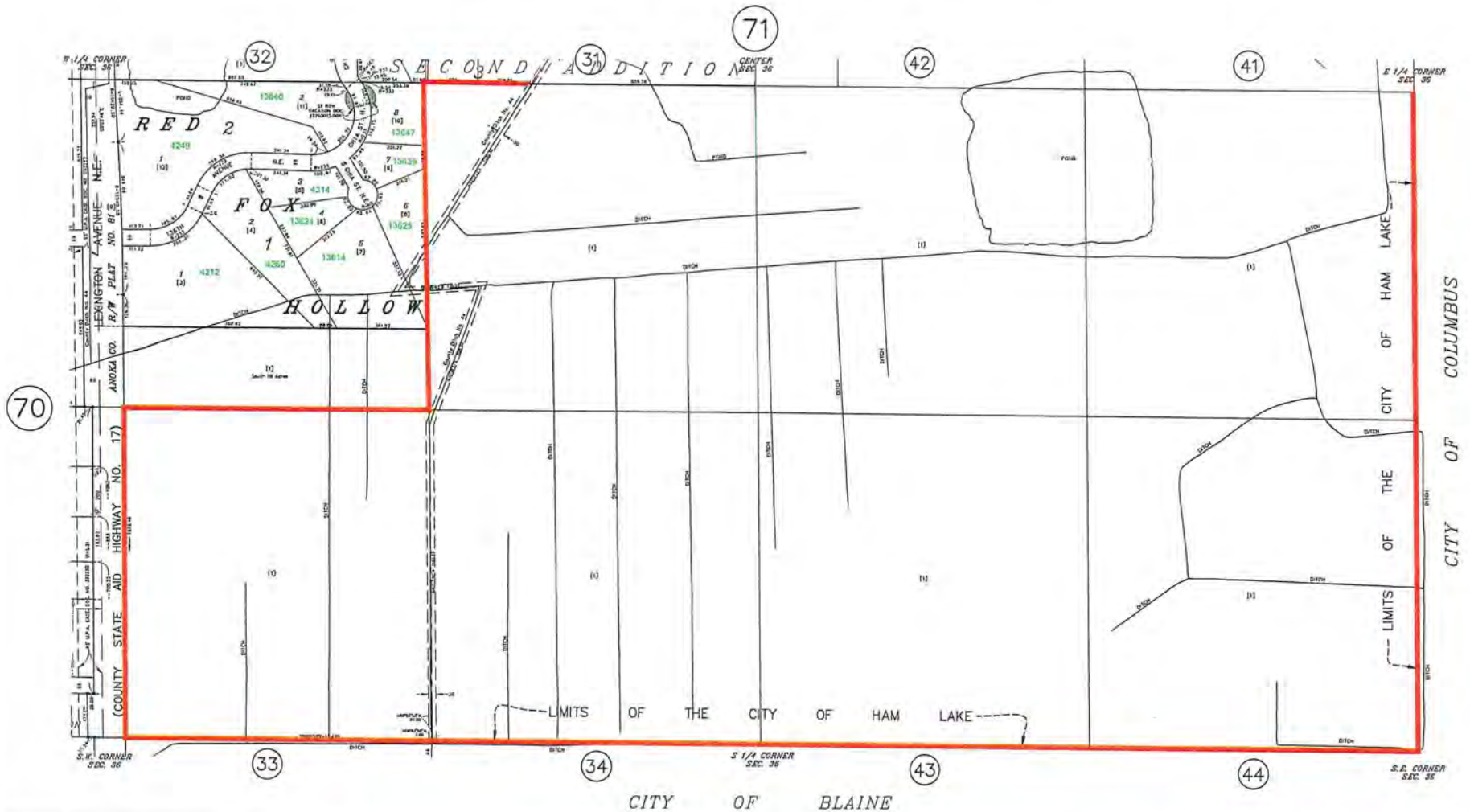
Section Number	Township Number	Range Number	Quarter Quarter	Specific Parcel
XX	XX	XX	XX	XXXX

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

# S 1/2 SECTION 36, T. 32, R. 23

CITY OF HAM LAKE

72



ANOKA COUNTY  
SURVEYOR'S OFFICE  
ROOM 224  
2100 3RD AVENUE  
ANOKA, MN 55303

## QUARTER QUARTER INDEX

22	21	12	11
23	24	13	14
32	31	42	41

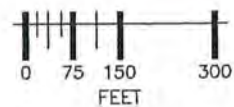
NORTH HALF  
OF SECTION

## PROPERTY IDENTIFICATION NUMBER

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

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





**From:** Traut, Edward F <Ed.Traut@fhr.com>

**Sent:** Monday, May 19, 2025 6:35 PM

**To:** jradach@contourcd.com; Justin Olson <jolson@carlson-engineering.com>

**Cc:** Traut, Edward F <Ed.Traut@fhr.com>

**Subject:** RE: Elwell development - pipeline crossing plan, profiles, and overall

The second driveway drawing is good if you can move the east end of drive more to the south ... thank would be preferred .. although if not ... we are ok with the design. Everything else is acceptable. We want to get you an encroachment permit with the final drawings. Please let me know when final is ready. Thank you! Ed

**From:** [jradach@contourcd.com](mailto:jradach@contourcd.com) <[jradach@contourcd.com](mailto:jradach@contourcd.com)>

**Sent:** Monday, May 19, 2025 10:49 AM

**To:** 'Justin Olson' <[jolson@carlson-engineering.com](mailto:jolson@carlson-engineering.com)>; Traut, Edward F <[Ed.Traut@fhr.com](mailto:Ed.Traut@fhr.com)>

**Subject:** RE: Elwell development - pipeline crossing plan, profiles, and overall

Sent by an external sender

---

Good morning,

Following up on the below email. We are close to getting approvals from the various agencies and want to make sure we are all in alignment on these crossing.

Ed – any thoughts on this?

Thanks,

Joe



**PERMIT**  
**COON CREEK WATERSHED DISTRICT**  
13632 Van Buren St NE  
Ham Lake, MN 55304  
Permit Number: 2422

**Project:** Elwell Farms

**Issued to:** Ewell Family Farm/Thomas Elwell  
4629 – 137<sup>th</sup> Ln NE  
Ham Lake MN 55304

**Location:** 4629 - 137th Lane NE  
Ham Lake, MN 55304

**Permit Application #:** P-24-064

**Purpose:** Construction of a 107 single family home development with associated stormwater treatment and utilities.

At its meeting on 05/27/2025, the Board of Managers of the Coon Creek Watershed District reviewed and approved your permit application. The following exhibits are on file describing the approved project:

1. Geotechnical Exploration Report by Haugo Geotechnical Services, dated 02/04/2025, received 04/09/2025.
2. Joint Application by Kjolhaug Environmental Services, Inc., dated 02/11/2025, received 03/12/2025.
3. Updated Attachment D by Kjolhaug Environmental Services, Inc., undated, received 05/08/2025.
4. Wetland Signage by Carlson Engineering, undated, received 6/26/2025.
5. Wetland Delineation by Kjolhaug Environmental Services, Inc., dated 03/11/2025, received 03/11/2025.
6. Construction Plans by Carlson Engineering, dated 03/10/2025, received 04/09/2025.
7. Final Grading Plans (1&2) by Carlson Engineering, dated 7/11/2025, received 7/15/2025.
8. Flood Mitigation Exhibit by Carlson Engineering, dated 02/05/2025, received 02/05/2025.
9. Storm Sewer Design by Carlson Engineering, undated, received 07/02/2025.
10. Stormwater Management Plan, by Carlson Engineering, dated 04/09/2025, received 04/06/2025.
11. 1st Addition Storm Sewer Plan (14 sheets); by Carlson McCain, undated, received 07/02/2025.
12. 1st Addition Temporary Pond Outlet for Pond 600; by Carlson McCain, undated, received 07/02/2025.
13. Final plat by Carlson Engineering, undated, received 7/15/2025.
14. SWPPP by Carlson Engineering, dated 6/19/2025, received 6/26/2026.

The Board of Managers found the project as planned to be in accordance with the Rules and Regulations, and Guidelines of the District, and therefore, approved the permit with 5 stipulations.

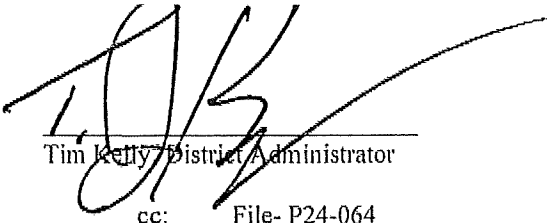
1. The applicant must apply for coverage under the Minnesota Pollution Control Agency's (MPCA's) Construction Stormwater Permit (Permit No: MNR100001)
2. Submittal of as-builts for the stormwater management practices and associated structures listed in Table 2, including volume, critical elevations and proof of installation for hydrodynamic separators.
3. Submittal of as-built (invert, pipe material, pipe size) for culvert installations within County Ditch 44-7 at 138th Ave and 137th Lane.
4. If dewatering is required, provide DNR dewatering permit prior to construction. If a DNR permit is not required, provide well-field location, rates, discharge location, schedule and quantities prior to construction.
5. Submittal of grading as-builts for the project to confirm adequate floodplain compensatory storage has been provided.

A follow up inspection will be conducted at the project site to assure compliance with all stipulations to this Permit. Failure to comply with the foregoing may result in rescission of the Permit, and is a violation of Minnesota Statutes section 103D.545, a misdemeanor.

This document is not transferable.

Date of Issuance: 8/1/2026

Date of Expiration: 8/1/2026



Tim Kelly, District Administrator

cc: File- P24-064  
Dave Krugler, Ham Lake  
Eileen Weigel, Stantec

**\*\*\*IMPORTANT PERMIT REQUIREMENTS OUTLINED BELOW\*\*\***

**GENERAL PERMIT STIPULATIONS:**

1. The permittee must maintain the project authorized by this permit in good condition and in conformance with the terms and conditions of this permit.
2. The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the District for inspection of the work authorized hereunder.
3. The permittee shall utilize best management practices on the project site to minimize the potential for adverse impacts associated with erosion and sedimentation.
4. This permit applies only to the permitted project and the dated plans approved on this permit. If the design, location or purpose of the project changes you should contact the District to make sure the changes would not violate District Rules or applicable state law.
5. Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project, stating the reason thereof, upon written request to the District.
6. The District may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you or in support of your permit application proves to have been false, incomplete, or inaccurate.
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
7. Permittee shall ensure that the contractor has received and thoroughly understands all conditions of this permit.

**ADDITIONAL WETLAND-RELATED PERMIT CONDITIONS:**

The following additional terms and conditions apply to replacement wetland(s) approved as part of this permit.

1. The replacement wetland approved as part of this permit must be constructed concurrent with or prior to any wetland fill or draining activity; or the District has received and accepted an irrevocable bank letter of credit, a performance bond, or other security acceptable to the District in an amount sufficient to guarantee the successful completion of the wetland replacement as provided under Minn. Rules 8420.0530 (B)(2), as amended.
2. The Notice of Use Restrictions and Maintenance Responsibilities specified in Minn. Rules 8420.0530(D)(6), as amended, must be recorded and proof of recording provided to the District within 30 days of completing construction of the replacement wetland (completion of construction as determined by the District).
3. The permittee each year for five years following completion of the replacement wetland must submit to the District a Monitoring Report on the replacement wetland, which Report includes the information specified in Minn. Rules 8420.0620, as amended. The Report must be submitted to the District no later than October 1 of each year.

THIS CERTIFICATION ONLY APPLIES TO THE WCA OF 1991, AS AMENDED. Permits from local, state, and federal agencies may be required. Check with the appropriate authorities before commencing work in or near wetlands. The Combined Project Notification form can be used for this purpose.

**REFUNDING OF ESCROWS:** Upon completion of the project the applicant shall notify the District that:

1. The project is complete
2. The site is stabilized
3. The project is ready for final inspection
4. All stipulations listed on this permit have been fulfilled
5. If applicable, the applicant would like return of its escrow

Upon receipt of such notification the District will inspect the project for conformance with the permit conditions and requirements, permitted plans and water resources associated with the implementation of those plans resulting from construction. If the District determines the project is not complete and/or not stabilized the District will inform the applicant in writing. If the District determines the site is complete and stabilized, the permit conditions and requirements have been satisfied, the District will execute the appropriate refund at its next regularly scheduled meeting where the Board pays bills (typically the second Monday of each month).

Escrow refunds will be calculated as follows and shown on the refund check

1. Amount of escrow balance paid in cash;
2. Minus any permit review and/or inspection fees
3. Minus any other project-related expenses incurred by the District.

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

July 7<sup>th</sup>, 2025

RFC Engineering  
13635 Johnson Street NE  
Ham Lake, MN 55304

To whom it may concern:

As a licensed site evaluator who conducted the soil borings at the Elwell Farm, for JNS Properties, I found the following: Each boring has at least 12" of natural, undisturbed soil with no redox features (mottled soil). In order to design and install a standard soil treatment system according to MN Chapter 7080 Code, at least 12" of natural soil with no signs of redox (mottling) is required. Therefore, each of the proposed lots will support 2 "standard" septic systems within the 7,500 square feet septic area as shown on the Grading Plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Tradewell', written in a cursive style.

Mark Tradewell  
MPCA #307



STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF ECOLOGICAL AND WATER RESOURCES  
500 LAFAYETTE ROAD, BOX 25  
ST. PAUL, MN 55155

SPECIAL PERMIT NO. 36543  
(Taking of endangered and/or threatened species)  
April 8, 2025

**TO WHOM IT MAY CONCERN:**

Under the authority of Minnesota Statutes, section 84.0895 and Minnesota Rules, parts 6212.1800-2100, and informed by the accompanying Findings of Fact and Decision Rationale, permission is hereby granted to:

Jesse Neumann  
Designing Earth Contracting, Inc.  
1282 187th Ln. NE  
East Bethel, MN 55011

and their agents, employees, and contractors (Permittee), to take state threatened blunt-lobed grapefern (*Sceptridium oneidense*) incidental to construction of the 333-acre Elwell Farms residential development project (Project) located in Section 36, Township 32 North, Range 23 West, Ham Lake, Anoka County, Minnesota, as described in the permit application dated February 13, 2025, the Wetland Replacement Plan dated March 12, 2025, and supplementary material submitted on March 28, 2025, subject to the following conditions:

1. **Limited take:** Permitted take of the specified state-protected species during construction of the project is limited to activities described in the application and the area shown in Figure 1. Any additional taking of endangered or threatened species is beyond the authority of this permit and may only be conducted under the authority of a separate permit.
2. **Plant Salvage:** The Permittee shall cooperate with the DNR and the Anoka Conservation District to allow access to the Project area to salvage the blunt-lobed grapefern plants within the Project area prior to grading. At least two weeks prior to construction, the Permittee must coordinate access for the plant salvage with the Rare Rescue Program of the Anoka Conservation District ([carrie.taylor@anokaswcd.org](mailto:carrie.taylor@anokaswcd.org) and [minera@umn.edu](mailto:minera@umn.edu)). If soils are too frozen or compacted for hand-digging at the time designated for salvage, the Permittee must provide an equipment operator and excavation equipment to excavate the soils section(s) containing blunt-lobed grapeferns.
3. **Plant avoidance:** No work (including tree removal, grading, or silt fence installation) will occur within 50 feet of the five locations where other protected plant species occur on the Project Site (**Figure 1**). For 4 of the 5 locations, work will not occur within 110 feet.
4. **Blanding's Turtle Avoidance:** the Permittee must implement the following Blanding's turtle avoidance measures identified in MCE-2024-00414, throughout duration of the Project:
  - a. Avoid impacts to wetland and aquatic overwintering habitat, between September 15 and April 15.
  - b. To prevent turtles from nesting within the project area, install silt fencing or similar turtle-proof barriers around all soil stockpiles, gravel pads, and other areas of exposed soil/sand/sediment to **prevent turtle access from May 15 to July 15.**



- c. Roads should be ditched, not curbed or below grade. If curbs must be used, install wildlife friendly curbs to allow turtles to leave the road. Gutters and stormwater inlets should be designed to prevent turtles from entering the storm sewer. For an example, reference "Curb Design and Small Animals" (Chapter 1, Page 24) in *Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001*.
  - d. Limit erosion and sediment control to wildlife friendly erosion control to avoid the inadvertent take of Blanding's turtles.
  - e. If installing riprap, riprap must have voids filled with gravel, soil, or other material between large stones to avoid entrapping turtles and to maintain connectivity between aquatic and upland habitat.
  - f. Avoid hydro-mulch products that contain any materials with synthetic (plastic) fiber additives, as the fibers can re-suspend and flow into waterbodies.
  - g. The Blanding's turtle flyer (attached) must be given to all contractors working in the area.
  - h. Check bare ground within construction areas for turtles before the use of heavy equipment or any ground disturbance.
  - i. Report any sightings using the Quick Species Observation Form.
  - j. If turtles are in imminent danger, move them by hand out of harm's way; otherwise, they are to be left undisturbed. Directions on how to move turtles safely can be found at Helping Turtles Across the Road.
5. **Reporting:** The Permittee will submit a report to the Endangered Species Consultant ([EndangeredSpeciesPermits.dnr@state.mn.us](mailto:EndangeredSpeciesPermits.dnr@state.mn.us)) by January 31 following completion of the Project. The report will provide photo documentation of the avoidance measures and erosion controls methods used and describe any deviations from the work anticipated in the application.
6. **Mitigation:** Compensatory mitigation for this take totals fifteen-thousand dollars (\$15,000), which will be provided to the Minnesota Department of Natural Resources, pursuant to Minnesota Statutes, section 84.0895 subdivision 1, for the purpose of activities contributing to the conservation of blunt-lobed grapefern in Minnesota, and so create a net benefit to the species in Minnesota.
7. **Invasive Species Prevention:** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during permitted work. The Permittee shall prevent invasive species from entering into or spreading within a Project site by cleaning equipment prior to arriving at the Project site. All mulches, topsoils, and seed mixes will be weed-free to prevent spread of invasive species.
- If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Permittee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Permittee shall legally dispose of material cleaned from equipment and clothing offsite. Material shall be secured prior to transport (sealed container, covered truck, or wrap with tarp).
8. **Applicable Federal, State, or Local Regulations:** The Permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Fish and Wildlife Service, watershed districts, county, city and township zoning. It is the Permittee's responsibility to acquire any additional permits or permissions that may be required.



9. **No Changes:** The Permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the timing or location of any items of work authorized hereunder.
10. **Site Access:** The Permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.
11. **Termination:** DNR may immediately terminate any takings permit upon determination that cancellation is necessary for the conservation of natural resources, for the welfare of particular specimens, or is in the public interest. See Minnesota Rules, part 6212.1800, subpart 8.
12. **Violation:** Violation of any of the permit terms or applicable laws may result in immediate revocation of the permit and may subject the Permittee to other penalties established by law.
13. **Written Consent:** In all cases where the Permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the Permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.
14. **Permissive Only/No Liability:** This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the Permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the Permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the Permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.
15. **Contractor Responsibility:** The Permittee shall ensure any contractors or agents acting under this permit have received and thoroughly understands all conditions of this permit.
16. **Effective Dates:** This permit is effective upon DNR's signature of this permit, which will occur after the DNR has received the mitigation payment. This permit will expire on December 31, 2028.

Signed by:



666A3882678F4BF...

5/8/2025

Katie Smith  
Director, Division of Ecological and Water Resources

Date

*I hereby certify that I have read, understand, and accept the provision of this permit and understand that this permit is not valid unless it is signed by me.*

DocuSigned by:



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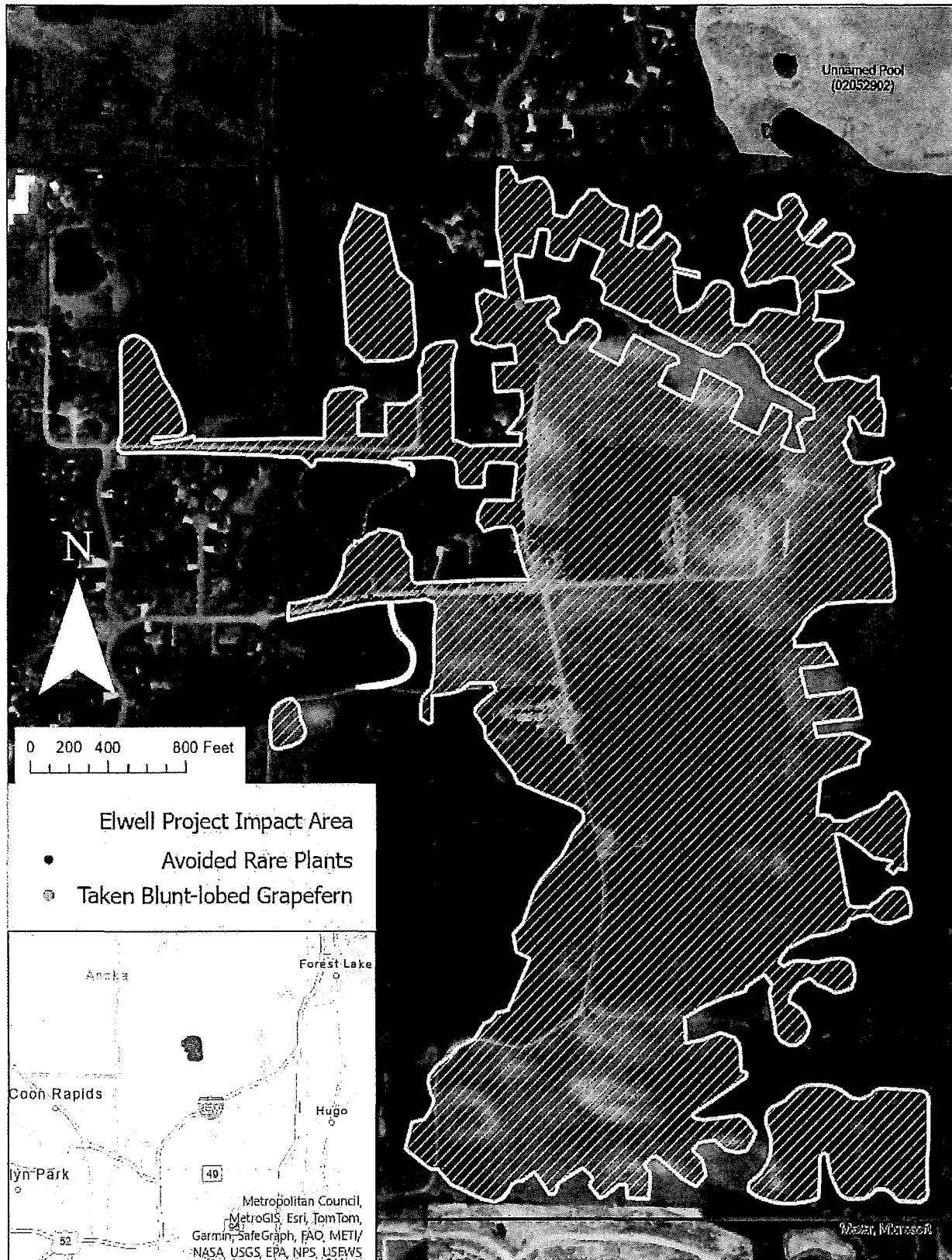
4/22/2025

Permittee

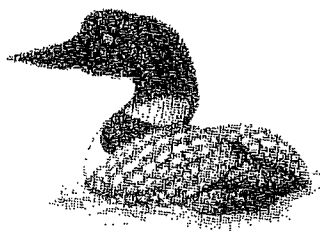
Date

C: Dan Lais, Regional Manager, Division of Ecological and Water Resources  
Jason R. Peterson, Regional Manager, Division of Enforcement  
Amanda Weise, Regional Plant Ecologist, Division of Ecological and Water Resources  
Holly Bernardo, MBS Plant Survey Supervisor, Division of Ecological and Water Resources  
Welby Smith, MBS Botanist, Division of Ecological and Water Resources  
Lacy Levine, CMRR Supervisor, Division of Ecological and Water Resources  
Bridget Henning-Randa, Endangered Species Consultant, Division of Ecological and Water Resources  
Lindsey Kemp, Listed Species Program Coordinator, Division of Ecological and Water Resources  
Carrie Taylor, Rare Plant Rescue Program, Anoka Conservation District  
Angie Miner, Rare Plant Rescue Program, Anoka Conservation District

**Figure 1.** Map of the Project site in Ham Lake, Minnesota, showing the limits of the impact area (fencing), the location of the blunt-lobed grape fern to be taken, and locations of rare plants that will be avoided.



Meeting Date: September 2, 2025



## **CITY OF HAM LAKE**

### *Staff Report*

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

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

**Subject:** Preliminary 2026 budget and 2025 levy for payable 2026

### **GENERAL FUND**

#### **Introduction**

The City Council and Department Heads met in June to discuss budget goals and expectations. The City Council was at a consensus to do a balanced budget if the levy did not go over 6.02 percent. Finance Director Murff then met with the Finance Committee in July and received an authorization to go to 6.50 percent since the initial increase of 6.02 percent was not enough to cover the expenditures.

The 2026 Budget has had some complexities with the biggest hurdles being having to bridge the gap of \$186,732 from the 2025 budget deficit, continued rising costs for general operations, and decreased revenue streams. As you will see in the explanations for expenditures, budget cuts have been made in 2026 Budget with the most significant being to the Fire Department. In 2025, there were overestimates in the actual cost to operate a new Fire Station. However, these controllable cuts are not enough to offset the increased costs from vendors with stagnant revenue streams.

In August, the City Council was given 5 options with an analysis of the impact on the City's property taxes, fund reserves, and the fund balance ratio. It was the consensus of the City Council to increase the General Fund Levy 7.00 percent to help mitigate any potential unknown impacts on the 2026 Budget between September and December with the potential of lowering the levy for the final approval in December.

#### **Expenditures**

Overall, General Fund Expenditures without transfers increased \$97,777 or 1.66 percent to \$5,971,303. Transfers to the Capital Funds increased \$110,000 or 6.08 percent to \$1,918,000. Transfer increases were due to an increase in the transfer to the Revolving Street Fund from \$1,200,000 to \$1,300,000 and to the Fire Equipment Fund of \$10,000.



***Below are other notable changes:***

- The Finance Budget increased to reflect the Finance Director Pay Grade increase.
- Animal Control budget increased \$2,000 to help with quarantine costs that are uncollectible.
- The Anoka County Sheriff's Contract was approved for a 0.5 Full-Time Equivalent Investigator for \$1,682,278 with \$25,000 of cost being funded from the Lawful Gambling Fund.
- 2026 is an election year increasing the budget \$40,932 to cover the wages of Election Judges and Elections Assistants, supplies, and administration costs.
- Employee COLA for 2026 was increased to 4.5 percent after a consensus from Council during the June Budget meeting.
- Starting in 2026, the State of Minnesota will be implementing Minnesota Paid Leave for employees. There is an estimated premium of 0.88 percent that will be added to the payroll. The City will split the premium 50/50 with employees.
- Estimated Health Insurance rates are expected to increase 15.00 percent and Dental Insurance rates are expected to increase 3.00 percent for 2026. This estimate would increase single coverage \$111.60 per enrolled employee to \$897.24 per enrolled employees. Employees on Family Medical would continue to receive \$1,255 per month towards their premium and there would be no impact on the budget.
- The boot allowance for 2026 was increased from \$150 to \$250 due to the increase cost in steel toed boots and insoles. The overall increase would be \$900 to the 2026 Budget.
- Metro-Net increased their user fees for the City by \$10,937 for 2026.
- The overall Fire Department budget was decreased by \$102,050 after realigning estimated costs for staffing, insurance, supplies, and building services and utilities to actual for Fire Station #3, reducing the Fire Inspectors hours from a full year to a partial year, and reducing the expected expenditures for controlled assets.
- The overall Public Works Department decreased by \$65,523 after realigning some line items to actual.
- The overall Park Department decreased by \$18,688 after realigning some line items to actual.
- The Building Department budget increased \$26,162 due to reallocating the Administrative Assistant wages to actual activities performed and the need to purchase new computers for the Building Official and Building Inspector.
- The Fire Relief State Aid contribution was increased to \$42,000 based on the average percentage increase year over year. This is offset in the budget by the revenue since the money comes in from the State and is paid directly to the Ham Lake Fire Relief.

**Revenues**

The General Fund budget is funded primarily by the property tax levy. The City sets a preliminary levy amount in September, and once the preliminary is set, the final levy amount set in December can either stay the same or go down but cannot be increased.

***Property Tax Levy***

For 2026, the General Fund will be funded mostly by property taxes. The Preliminary General Fund Tax Levy is set to increase 7.00 percent or \$452,371. This would bring the General Fund Levy to \$6,914,816. Currently, this levy would result an additional \$12,448 being put into the reserves for the year.

### ***Revenues Other than Taxes***

Overall, other General Fund Revenues without transfers decreased \$43,164 or 4.24 percent. Below are notable increases/decreases as follows:

- Charges for services decreased \$29,364 or 13.46 percent. This decrease was largely due to 2 Sublessors pulling leases from our Tower Lease Contracts with SBA on Tower 4 and Crown Castle on Tower 1 resulting in a \$31,863.72 decrease in revenue for the 2026 Tower Revenue projections. The total loss was offset by an increase in Water Sales and Ballfield Fees.
- Licenses and permits decreased \$40,300 or 8.40 percent. This large decrease was mainly due to the decrease in new construction permits causing a decrease of a total of \$25,000 to building permits and plan checks. Right-of Way permit revenue decreased by \$15,000 due to low activity as well.
- Intergovernmental revenue increased \$37,000 or 17.09 percent after aligning Fire Aid to actual.
- Fines and Forfeitures increased \$9,500 or 30.16 percent to align Anoka County Fines to actual.
- Investment earnings decreased \$20,000 or 40.00 percent to stay conservative on the estimate.

### ***General Fund Reserves and Reserve Ratio***

Reserves or fund balance are terms used interchangeably and are usually a rainy day fund the City keeps to cover unexpected expenses due to extraordinary events such as not receiving anticipated funding and catastrophic events that cause considerable expenditures. Reserve amounts fluctuate with the financial outcome each year and are not a set amount; however, it is City policy and State statute that the City keeps at least 35.00 percent of the following year's expenditures in reserves.

Historically, the City has tried to maintain an average General Fund Reserve Ratio of around 57.00 percent. In years the City ended its fiscal years with higher reserve ratio, reserve funds were transferred to the Revolving Street Fund to help fund road projects. The City also would on occasion budget in a deficit to help alleviate increases in property taxes.

Currently, the City has a General Fund Reserve Ratio of 58.55 percent when dividing the 2025 expenditures by the 2024 fund balance. There is an anticipated \$186,731 of reserves being used with the 2025 budget deficit for operating costs. In 2026, there is anticipated \$12,448 that will be added back to reserves. Below is a graph showing the history of the reserve ratio, the effect of 2026 preliminary budget on the ratio, and projections using a 5 percent increase in expenditures in 2027 and 2028 as well as the balanced budget method:



## OTHER FUNDS

**Cable Fund:** The Cable Fund is funded by franchise fees from North Metro Cable. The fund ended 2024 with a fund balance of \$100,386. For 2026, there is a planned \$15,450 transfer to the Ham Laker Fund.

**Ham Laker Fund:** The Ham Laker Fund is primarily funded by advertising fees, donations from the Ham Lake Chamber of Commerce, and transfers from the Cable Fund. The fund ended 2024 with a negative \$2,727 fund balance. For 2025, it is anticipated in expenditures will be \$7,450 more than revenues creating a fund balance deficit of \$10,177. The 2026 budgeted expenditures increased 8.40 percent and will add another \$10,550 to this deficit if revenues stay the same.

**Future Drainage Fund:** At the end of 2024, the Future Drainage Fund had a Fund Balance of \$140,663. For 2025, it is projected there will be no change in this fund balance since there will be no addition or use of funds. For 2026, the expenditures increased by \$5,300 for an upgrade to the GIS system. There are several larger projects that are coming in the following years after 2026 that will need to be addressed. The City Engineer and Finance Director have been working on a Capital Improvement Plan to present to Council on the projects, plans, and potential funding needs.

**Sunrise WMO Fund:** In 2024, the City Council asked the Finance Director to create a fund specifically for the Sunrise Watershed Management Organization in order to levy a tax on only the parcels within the jurisdiction of the watershed to cover its expenditures. This fund and levy were created in the 2025 budgeting process. A projected levy of \$8,615 is needed to cover the dues, representative, engineering, and attorney fees for 2026. This is a decrease of \$2,915 or 25.28 percent from the previous year.

**Upper Rum River WMO Fund:** In 2024, the City Council asked the Finance Director to create a fund specifically for the Upper Rum River Watershed Management Organization in order to levy a tax on only the parcels within the jurisdiction of the watershed to cover its expenditures. This fund and levy were created in the 2025 budgeting process. A projected levy of \$4,125 is needed to cover the dues, representative, and engineering fees. This is an increase of \$395 or 10.6 percent from the previous year.

**2010 CIP Bond Debt Service Fund:** There is no G.O. levy for this bond in 2026, however the last principal payment of \$190,000 and the last interest payment of \$3,325 is budgeted for 2026.

## **TAXABLE MARKET VALUES, TAX CAPACITY AND TAX CAPACITY RATE**

### ***Estimated Market Values vs Taxable Market Value***

Each year the City Assessor goes through the various properties in the City and determines the estimated market value based on comparable sales, construction cost, if income can be generated on the property and other relevant information. Depending on the property type, a portion of the estimated market value may be excluded from being fully taxed. When this exclusion is taken from the estimated market value the results will equate to the taxable market value. One great example is a homestead, which is usually a primary, residential property under \$517,200. These properties have an exclusion based on value.

Preliminary taxable market values, including new construction, increased in 2025 for the City by \$170,486,299 or 5.5 percent to \$3,053,689,010. Of this increase, \$27,164,700 came from newly constructed residential properties and \$8,347,000 in new commercial/industrial properties. Below is a breakdown of the different property types and the changes from 2024 to 2025, data provided by Anoka County:

	<b>2025 Pay 2026</b>	<b>2024 Pay 2025</b>	<b>% of change</b>
<b>Agricultural</b>	\$ 47,220,755.00	\$ 45,328,004.00	4.176%
<b>Residential</b>	\$ 2,820,022,911.00	\$ 2,671,782,181.00	5.548%
<b>Apartments</b>	\$ 29,550,643.00	\$ 28,378,325.00	4.131%
<b>Commercial/Industrial</b>	\$ 303,942,900.00	\$ 288,027,100.00	5.526%
<b>Personal Property &amp; Utilities</b>	\$ 23,438,100.00	\$ 20,173,400.00	16.183%
<b>Totals</b>	<b>\$ 3,224,175,309.00</b>	<b>\$ 3,053,689,010.00</b>	<b>5.583%</b>

### ***Tax Capacity Values***

Tax capacity values are determined by multiplying the property's taxable market value by the property class rate. Class rates are set by statute and vary based on property type.

The tax capacity values usually increase when taxable market values increase or decrease when taxable market values decrease. The overall City's preliminary tax capacity increased \$2,063,143 or 6.015 percent from 2024. The highest increase in tax capacity was in the residential category, which increased \$1,641,516 or 5.878 percent from 2024. Below is a breakdown of the different property types and the changes from 2024 to 2025, data provided by Anoka County:

	2024 Pay 2025	2025 Pay 2026	\$ of change	% of change
<b>Personal Property</b>	358,593	450,664	92,071	25.676%
<b>Agricultural</b>	383,786	405,734	21,948	5.719%
<b>Residential</b>	27,925,592	29,567,108	1,641,516	5.878%
<b>Commercial/Industrial</b>	5,546,435	5,845,492	299,057	5.392%
<b>Utility</b>	43,708	49,108	5,400	12.355%
<b>Seasonal Recreation</b>	42,758	45,909	3,151	7.369%
<b>Total</b>	<b>34,300,872</b>	<b>36,364,015</b>	<b>2,063,143</b>	<b>6.015%</b>

#### ***Property Tax Levy and Tax Capacity Rate***

The City relies mostly on property tax revenue to support its operational costs; therefore, money not available from other revenue sources will need to be raised through the property tax. When the City creates its budget a listing of all the anticipated non-property tax revenues, which includes state aids, charges for services, licensing and permits, and other items, is subtracted from the total anticipated expenditures for the year. This amount is usually a substantial amount, which the city uses to estimate its property tax levy for the year.

The City currently levies operation costs through the General Fund for almost all the parcels in the City. It also has two separate levies to cover expenditures for Sunrise Watershed Organization and Upper Rum River Watershed Organization. Only parcels within the jurisdictions of these Watersheds are affected by these levies.

Once the amount needed for the levies is determined, the City then has the task of figuring out how these levies will affect the tax capacity rate for the residents. The formula for tax capacity rate is as follows:

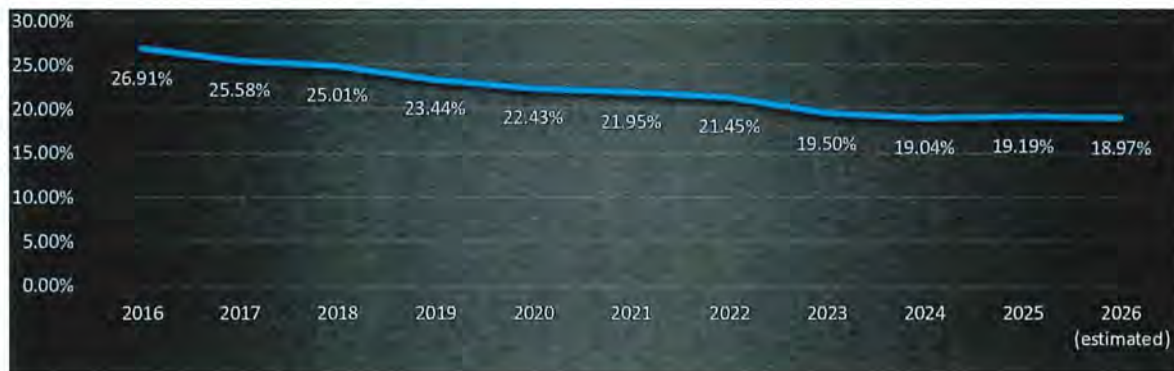
$$\frac{\text{Total Current Year Levy less Fiscal Disparity Distribution}}{\text{Total Tax Capacity less Fiscal Disparity Contributions}}$$



To keep it all the same, the projected 2026 tax capacity rate is calculated only using the General Fund Levy due to not all parcels being for the levied watershed expenditures and due to no longer having to levy for the 2010 GO Capital Improvement Bond. The 2026 tax capacity rate is expected to decrease by .219 percent to 18.966 percent. This decrease is due to higher tax capacity values.

#### CITY OF HAM LAKE TAX RATE CALCULATION

	Payable 2023	Payable 2024	Payable 2025	Payable 2026
Tax Capacity	30,624,945	33,207,596	34,300,872	36,364,015
FD Contribution	(1,367,034)	(1,682,328)	(2,100,886)	(2,360,476)
<b>Net Tax Capacity</b>	<b>29,257,911</b>	<b>31,525,268</b>	<b>32,199,986</b>	<b>34,003,539</b>
Certified Levy	6,219,957	6,482,249	6,668,928	6,927,556
FD Distribution	(513,971)	(481,053)	(491,416)	(478,445)
<b>Local Levy</b>	<b>4,664,610</b>	<b>6,001,196</b>	<b>6,177,512</b>	<b>6,449,111</b>
	<b>2023</b>	<b>2024</b>	<b>2024</b>	<b>2025</b>
City Tax Rate	21.952%	19.036%	19.185%	18.966%



#### CAPITAL PROJECT FUNDS AND REVOLVING STREET FUND

The City has a total of 10 Capital Funds. These funds are used to purchase capital items such as equipment, vehicles, building updates, infrastructure updates, and street improvements and it is funded primarily by budgeted transfers from the General Fund. A five-year Capital Improvement Plan is used to help plan for these purchases and is evaluated each year by the City Council and Department Heads. Actual purchases for each year need to go to City Council for approval, regardless of what is on the Capital Improvement Plan. The draft Capital Improvement Plan is attached.

# **General Fund Summary**

**CITY OF HAM LAKE, MINNESOTA**  
**STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES - SUMMARY**  
**GENERAL FUND**  
**ACTUAL FOR THE YEAR ENDED DECEMBER 31, 2023-2024, PERIOD TO DATE JULY 31, 2025 AND**  
**BUDGET FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2026**

	Actual	Actual	YTD	Budget	Budget	Percent	Dollar
	2023	2024	7/31/2025	2025	2026	Change	Change
<b>REVENUES</b>							
Taxes	\$ 6,015,725	\$ 6,259,389	\$ 3,425,135	\$ 6,474,695	\$ 6,924,816	6.95%	450,121
Licenses and permits	463,755	436,579	258,539	480,000	439,700	-8.40%	(40,300)
Intergovernmental	1,612,414	336,775	117,240	216,500	253,500	17.09%	37,000
Charges for services	186,782	256,389	131,896	218,099	188,735	-13.46%	(29,364)
Fines and forfeitures	40,830	45,214	25,901	31,500	41,000	30.16%	9,500
Investment earnings	216,382	169,808	74,334	50,000	30,000	-40.00%	(20,000)
Miscellaneous	32,618	183,317	12,959	22,000	22,000	0.00%	-
<b>TOTAL REVENUES</b>	<b>8,569,186</b>	<b>7,687,471</b>	<b>4,046,003</b>	<b>7,492,794</b>	<b>7,899,751</b>	<b>5.43%</b>	<b>406,957</b>
<b>EXPENDITURES</b>							
Council	92,149	115,884	46,813	107,694	111,745	3.76%	4,051
Ordinances	21,468	28,866	4,519	23,100	23,600	2.16%	500
Administration	176,668	204,887	134,712	187,402	195,305	4.22%	7,903
Clerk	123,905	145,591	70,265	172,857	179,820	4.03%	6,963
Elections	1,589	63,678	318	805	40,916	4980.83%	40,111
Finance	264,004	260,815	170,685	277,574	308,195	11.03%	30,621
Auditing	25,680	34,505	27,100	32,775	35,325	7.78%	2,550
Assessing	83,058	83,218	41,609	86,000	86,000	0.00%	-
Prosecutions	80,340	82,750	41,451	85,160	90,270	6.00%	5,110
Planning & zoning	93,101	109,060	58,861	124,777	129,127	3.49%	4,350
General government	1,448,322	154,093	56,761	95,099	89,749	-5.63%	(5,350)
General govt buildings	43,624	34,860	19,618	50,200	45,300	-9.76%	(4,900)
City sign	3,710	3,638	2,072	3,974	3,961	-0.32%	(13)
Information Technology	64,624	41,381	27,238	47,660	54,410	14.16%	6,750
Police protection	1,350,650	1,368,838	1,192,303	1,543,272	1,658,485	7.47%	115,213
Fire department	523,689	588,865	358,653	736,679	629,568	-14.54%	(107,111)
Fire stations	24,788	38,108	20,992	50,900	55,961	9.94%	5,061
Sirens	8,915	9,758	8,383	9,244	9,139	-1.14%	(105)
Building inspection	391,822	367,529	209,001	389,501	415,663	6.72%	26,162
Animal control	3,508	1,766	1,501	3,000	5,000	66.67%	2,000
Public works	901,282	877,887	440,549	1,072,470	1,006,947	-6.11%	(65,523)
Public works building	36,050	34,938	18,114	46,230	48,550	5.02%	2,320
Snow & ice removal	102,182	100,932	58,333	66,870	67,600	1.09%	730
Stormwater drainage	5,477	3,864	5,276	13,200	11,800	-10.61%	(1,400)
Stormwater-WMOs	29,983	17,665	-	-	-	0.00%	-
Signs & signals	17,096	16,954	7,012	23,100	22,400	-3.03%	(700)
Utility/ROW	57,138	43,800	13,506	60,200	60,200	0.00%	-
Parks	184,725	259,164	139,865	384,009	368,321	-4.09%	(15,688)
Park Buildings	14,725	12,916	8,704	18,450	15,450	-16.26%	(3,000)
Senior Center	1,859	6,169	1,543	4,434	4,806	8.40%	372
Senior Center Building	13,113	11,980	11,048	15,690	14,490	-7.65%	(1,200)
Misc/unallocated	144,243	159,242	1,314	141,200	183,200	29.75%	42,000
<b>TOTAL EXPENDITURES</b>	<b>6,333,485</b>	<b>5,283,601</b>	<b>3,198,121</b>	<b>5,873,526</b>	<b>5,971,303</b>	<b>1.66%</b>	<b>97,777</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>2,235,701</b>	<b>2,403,870</b>	<b>847,882</b>	<b>1,619,268</b>	<b>1,928,448</b>	<b>19.09%</b>	
<b>OTHER FINANCING SOURCES (USES)</b>							
Transfers in	2,000	2,000	-	2,000	2,000	0.00%	
Transfers out	(1,656,500)	(2,548,500)	(1,054,667)	(1,808,000)	(1,918,000)	6.08%	110,000
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,654,500)</b>	<b>(2,546,500)</b>	<b>(1,054,667)</b>	<b>(1,806,000)</b>	<b>(1,916,000)</b>	<b>6.09%</b>	
<b>EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>							
	<b>\$ 581,201</b>	<b>\$ (142,630)</b>	<b>\$ (206,784)</b>	<b>\$ (186,732)</b>	<b>\$ 12,448</b>		

# **General Fund Revenues**

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>GENERAL FUND</b>							
<b>GENERAL FUND</b>							
<b>Revenues</b>							
<b>General Property Taxes</b>							
100-31001	Current property taxes	(5,371,846.16)	(5,994,305.51)	(6,230,708.00)	(3,385,865.60)	(6,462,445.00)	(6,914,816.00)
100-31002	Delinquent property taxes	(5,298.07)	(21,428.02)	(18,831.00)	(34,268.47)	(10,000.00)	(10,000.00)
100-31003	PILOT	-	-	(8,615.00)	(4,219.66)	-	-
100-31901	Penalties & interest	781.08	8.13	(1,235.00)	(781.75)	(2,250.00)	-
<b>Total</b>		<b>(5,376,363.15)</b>	<b>(6,015,725.40)</b>	<b>(6,259,389.00)</b>	<b>(3,425,135.48)</b>	<b>(6,474,695.00)</b>	<b>(6,924,816.00)</b>
<b>Licenses and permits</b>							
100-32101	Animal license	-	-	-	-	-	-
100-32102	Beer & liquor license	(26,120.00)	(26,345.00)	(26,290.00)	(26,305.00)	(27,000.00)	(26,000.00)
100-32103	Business license	(3,185.00)	(3,105.00)	(3,295.00)	(200.00)	(3,500.00)	(3,200.00)
100-32104	Conditional use permits	(700.00)	(800.00)	(600.00)	(400.00)	(1,000.00)	(700.00)
100-32105	Contractor's license	(2,100.00)	(2,100.00)	(2,150.00)	(400.00)	(1,500.00)	(1,500.00)
100-32106	Fireworks sales permits	(100.00)	(100.00)	(100.00)	(100.00)	(100.00)	(100.00)
100-32107	Hotel/motel license	(500.00)	(500.00)	(250.00)	-	(500.00)	(250.00)
100-32108	Motor vehicle sales lot license	(1,900.00)	(3,100.00)	(2,900.00)	(3,000.00)	(2,500.00)	(2,500.00)
100-32109	Transient sales license	(450.00)	(1,110.00)	(1,140.00)	(690.00)	(200.00)	(500.00)
100-32110	Private kennel & dang. dog license	(175.00)	(175.00)	(245.00)	(105.00)	(200.00)	(200.00)
100-32201	Building permits	(240,748.14)	(193,354.58)	(184,649.00)	(106,643.50)	(200,000.00)	(190,000.00)
100-32202	Other construction permits	(110,012.75)	(88,033.75)	(77,898.00)	(46,851.50)	(85,000.00)	(82,000.00)
100-32203	Burning/party/large assembly permits	(1,000.00)	(970.00)	(1,200.00)	(730.00)	(1,000.00)	(1,000.00)
100-32204	Deviation permits	(2,100.00)	(900.00)	(600.00)	(1,200.00)	(1,500.00)	(750.00)
100-32205	Electrical permits	-	-	-	-	-	-
100-32206	Move-in permits	-	-	-	-	-	-
100-32207	Sign permits	(948.00)	(976.50)	(1,525.00)	(100.00)	(1,000.00)	(1,000.00)
100-32208	Utility R-O-W permits	(76,929.81)	(67,932.00)	(56,124.00)	(22,633.46)	(75,000.00)	(60,000.00)
100-32209	Additional electrical fees	-	-	-	-	-	-
100-32210	Plan checks	(103,598.16)	(74,253.13)	(77,313.00)	(49,180.28)	(80,000.00)	(70,000.00)
100-32211	Excavation/misc permits	-	-	-	-	-	-
100-32212	Fire Inspections	-	-	(300.00)	-	-	-
<b>Total</b>		<b>(570,566.86)</b>	<b>(463,754.96)</b>	<b>(436,579.00)</b>	<b>(258,538.74)</b>	<b>(480,000.00)</b>	<b>(439,700.00)</b>
<b>Intergovernmental</b>							
100-33102	Federal fire/emerg preparedness grants	-	(27,496.00)	(698.00)	-	-	-
100-33103	ARPA Grant	(383,555.09)	(1,373,189.61)	(77,339.00)	-	-	-
100-33401	MSA maintenance	(45,165.00)	(46,005.00)	(47,415.00)	(93,030.00)	(50,000.00)	(45,000.00)
100-33403	Fire relief state aid	(122,940.83)	(135,618.83)	(151,292.00)	(483.00)	(140,000.00)	(182,000.00)
100-33404	MVHC	(5,051.32)	(3,248.70)	(4,079.00)	-	(3,500.00)	(3,500.00)
100-33405	PERA aid	-	-	-	-	-	-
100-33407	State fire grants	(16,091.25)	(17,760.16)	(27,224.00)	(14,387.00)	(16,000.00)	(16,000.00)
100-33409	Tax forfeit settlements	-	(350.24)	-	-	-	-
100-33410	Election Grant	-	-	(10,267.00)	-	-	-
100-33501	Other county grants and aid	-	-	-	-	-	-
100-33601	Other local grants and aids	(5,944.74)	(8,745.89)	(18,461.00)	(9,340.00)	(7,000.00)	(7,000.00)
<b>Total</b>		<b>(578,748.23)</b>	<b>(1,612,414.43)</b>	<b>(336,775.00)</b>	<b>(117,240.00)</b>	<b>(216,500.00)</b>	<b>(253,500.00)</b>
<b>Charges for services</b>							
100-34102	Assessment search	(2,715.00)	(2,280.00)	(1,635.00)	(1,050.00)	(2,500.00)	(2,000.00)
100-34103	Copies	-	(29.25)	-	-	(10.00)	(10.00)
100-34104	Election filing fees	(125.00)	-	(75.00)	-	-	-
100-34105	Sale of taxable items	(21.20)	(175.69)	(531.00)	(294.80)	(50.00)	(50.00)
100-34106	Staff review	(1,800.00)	(2,220.00)	(1,500.00)	(1,600.00)	(1,800.00)	(1,800.00)
100-34107	Surcharge Retention	(1,148.60)	(599.87)	(514.00)	-	(500.00)	(500.00)
100-34109	Other charges for service	(239.00)	(425.00)	(50,200.00)	(925.00)	(350.00)	(350.00)
100-34201	Misc Public Safety	-	-	-	(1,611.00)	-	-
100-34304	Water sales	(16.65)	(5.00)	-	-	(25.00)	(25.00)
100-34701	Ballfield Fees	-	-	(7,500.00)	(5,500.00)	(3,500.00)	(5,000.00)
100-34702	Park/pavilion rentals	(3,725.00)	(3,840.02)	(5,325.00)	(4,575.00)	(3,500.00)	(5,000.00)
100-37301	Tower lease	(147,981.49)	(177,207.23)	(189,109.00)	(116,340.27)	(205,863.72)	(174,000.00)
<b>Total</b>		<b>(9,790.45)</b>	<b>(9,574.83)</b>	<b>(256,389.00)</b>	<b>(131,896.07)</b>	<b>(218,098.72)</b>	<b>(188,735.00)</b>
<b>Fines and forfeitures</b>							
100-35001	Court fines & fees	(30,306.42)	(40,079.75)	(44,214.00)	(25,900.85)	(30,000.00)	(40,000.00)
100-35002	Tobacco & Liquor Fines	(1,750.00)	(750.00)	(1,000.00)	-	(1,500.00)	(1,000.00)
<b>Total</b>		<b>(32,056.42)</b>	<b>(40,829.75)</b>	<b>(45,214.00)</b>	<b>(25,900.85)</b>	<b>(31,500.00)</b>	<b>(41,000.00)</b>
<b>Miscellaneous</b>							
100-37101	Interest on investments	(29,664.20)	(216,381.52)	(169,808.00)	(74,333.50)	(50,000.00)	(30,000.00)
100-37102	Interest on Leases	(65,736.00)	-	-	-	-	-
100-37302	Building lease	-	-	-	-	-	-
100-37501	General donations	(14,000.00)	(16,500.00)	(15,700.00)	(12,000.00)	(10,000.00)	(10,000.00)
100-37502	Fire department donations	-	-	(5,200.00)	-	(2,000.00)	(2,000.00)
100-37601	Refunds & reimbursements	(36,697.76)	(16,118.25)	(162,417.00)	(958.79)	(10,000.00)	(10,000.00)
<b>Total</b>		<b>(294,079.45)</b>	<b>(426,207.00)</b>	<b>(353,125.00)</b>	<b>(87,292.29)</b>	<b>(72,000.00)</b>	<b>(52,000.00)</b>



CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>Other Financing Sources</b>							
100-39101	Sale of assets	(185.25)	-	-	-	-	-
100-39201	Insurance reimbursements	-	(680.00)	-	-	-	-
100-39302	Transfer from lawful gambling fund	-	-	-	-	-	-
100-39303	Transfer from lodging tax fund	(1,200.00)	(2,000.00)	(2,000.00)	-	(2,000.00)	(2,000.00)
<b>Total</b>		<b>(1,385.25)</b>	<b>(2,680.00)</b>	<b>(2,000.00)</b>	<b>-</b>	<b>(2,000.00)</b>	<b>(2,000.00)</b>
	<b>Grand Total Revenues</b>	<b>(6,862,989.81)</b>	<b>(8,571,186.37)</b>	<b>(7,689,471.00)</b>	<b>(4,046,003.43)</b>	<b>(7,494,793.72)</b>	<b>(7,901,751.00)</b>

# **General Fund Expenditures**

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>General Fund</b>							
<b>Expenditures</b>							
<b>Mayor and Council</b>							
100-41101-1140	Wages & salaries-Council	23,966.52	25,599.84	25,600.00	14,933.24	25,600.00	25,600.00
100-41101-1210	PERA/FICA/MC	-	-	-	-	-	-
100-41101-1211	PERA	285.88	490.08	490.00	142.94	490.00	250.00
100-41101-1212	FICA/MC	1,454.37	1,350.59	1,351.00	965.23	1,960.00	1,960.00
100-41101-1213	PFML	-	-	-	-	-	120.00
100-41101-1510	Worker's comp insurance	74.50	64.75	58.00	68.75	124.74	70.00
100-41101-1610	Advisory/representative	-	-	-	-	240.00	240.00
100-41101-3105	Dues & subscriptions	1,693.64	1,814.08	1,938.00	2,040.10	2,000.00	2,200.00
100-41101-3110	Attorney	11,992.50	16,094.08	25,608.00	7,104.74	25,000.00	25,000.00
100-41101-3135	Engineering	20,435.07	27,744.74	38,461.00	2,810.02	30,000.00	33,000.00
100-41101-3136	Engineering-comprehensive plan	41.57	-	2,192.00	-	-	-
100-41101-3150	Personnel testing & recruitment	-	36.71	32.00	36.71	-	-
100-41101-3190	Other professional services	-	100.00	-	-	-	-
100-41101-3510	Training/conferences/schools	-	-	-	26.00	1,000.00	1,000.00
100-41101-3920	Dues & subscriptions	16,155.66	16,649.01	17,164.00	17,829.00	18,200.00	19,100.00
100-41101-3940	Insurance	328.87	612.14	703.00	406.26	759.61	585.00
100-41101-3950	Legal notices/publications/bids	1,668.96	1,409.36	2,195.00	450.30	2,000.00	2,300.00
100-41101-3960	Mileage	-	-	-	-	20.00	20.00
100-41101-3980	Filing fees	184.00	184.00	92.00	-	300.00	300.00
<b>Total</b>		<b>78,281.54</b>	<b>92,149.38</b>	<b>115,884.00</b>	<b>46,813.29</b>	<b>107,694.35</b>	<b>111,745.00</b>
<b>Ordinances</b>							
100-41102-3110	Attorney	3,053.00	4,591.76	6,026.00	2,121.74	5,000.00	5,000.00
100-41102-3135	Engineering	10,639.98	15,814.80	21,348.00	1,305.62	17,000.00	17,000.00
100-41102-3950	Legal notices/publications/bids	378.72	1,061.76	1,492.00	1,091.78	1,100.00	1,600.00
<b>Total</b>		<b>14,071.70</b>	<b>21,468.32</b>	<b>28,866.00</b>	<b>4,519.14</b>	<b>23,100.00</b>	<b>23,600.00</b>
<b>Administration</b>							
100-41201-1110	Wages & salaries-FT	129,349.85	137,465.92	158,347.00	103,624.27	147,120.00	153,730.00
100-41201-1120	Wages & salaries-PT	-	-	-	-	-	-
100-41201-1210	PERA/FICA/MC	-	-	-	-	-	-
100-41201-1211	PERA	9,703.55	10,332.63	12,276.00	7,975.01	11,040.00	11,530.00
100-41201-1212	FICA/MC	10,727.30	11,691.43	13,674.00	8,806.54	11,260.00	11,760.00
100-41201-1213	PFML	-	-	-	-	-	680.00
100-41201-1310	Flex plan contribution	10,800.00	15,060.00	15,060.00	8,785.00	15,060.00	15,060.00
100-41201-1320	Life/disability/other insurance	39.19	49.89	3,796.00	4,255.32	50.00	50.00
100-41201-1510	Worker's comp insurance	547.14	532.52	497.00	399.30	1,072.96	431.00
100-41201-2110	Office supplies	34.40	225.18	34.00	-	250.00	250.00
100-41201-2510	Software licenses & upgrades	319.68	472.32	485.00	258.30	450.00	500.00
100-41201-3120	Computer & software support	-	-	-	-	-	-
100-41201-3440	Equipment repair & maintenance service	-	-	-	-	-	-
100-41201-3510	Training/conferences/schools	-	-	-	13.00	200.00	200.00
100-41201-3910	Advertising for employment	-	-	-	-	-	-
100-41201-3920	Dues & subscriptions	205.56	397.08	216.00	133.84	350.00	350.00
100-41201-3940	Insurance	332.43	390.23	416.00	461.32	448.95	664.00
100-41201-3960	Mileage	-	50.30	86.00	-	100.00	100.00
<b>Total</b>		<b>162,059.10</b>	<b>176,667.50</b>	<b>204,887.00</b>	<b>134,711.90</b>	<b>187,401.90</b>	<b>195,305.00</b>
<b>City Clerk</b>							
100-41301-1110	Wages & salaries-FT	86,815.43	90,160.09	107,024.00	51,272.70	128,700.00	134,500.00
100-41301-1210	PERA/FICA/MC	-	-	-	-	-	-
100-41301-1211	PERA	6,596.12	6,756.56	8,592.00	3,869.01	7,140.00	7,460.00
100-41301-1212	FICA/MC	6,679.53	7,309.34	9,189.00	4,050.47	9,850.00	10,290.00
100-41301-1213	PFML	-	-	-	-	-	600.00
100-41301-1310	Flex plan contribution	10,800.00	15,060.00	15,060.00	8,785.00	15,060.00	15,060.00
100-41301-1320	Life/disability/other insurance	59.67	38.41	3,037.00	22.40	7,590.00	7,590.00
100-41301-1510	Worker's comp insurance	383.12	378.99	332.00	326.10	717.66	352.00
100-41301-2110	Office supplies	572.47	159.46	23.00	-	350.00	350.00
100-41301-2510	Software licenses & upgrades	319.68	381.12	386.00	445.41	770.00	862.00
100-41301-3120	Computer & software support	-	-	-	-	-	-
100-41301-3220	Internet & website	2,985.26	3,082.65	-	-	-	-
100-41301-3510	Training/conferences/schools	40.00	-	1,174.00	716.00	1,500.00	1,500.00
100-41301-3520	Professional licenses & certifications	-	-	-	-	70.00	70.00
100-41301-3920	Dues & subscriptions	440.23	217.50	315.00	338.75	500.00	500.00
100-41301-3940	Insurance	304.84	360.91	379.00	337.72	408.84	486.00
100-41301-3960	Mileage	-	-	80.00	101.50	200.00	200.00
<b>Total</b>		<b>115,996.35</b>	<b>123,905.03</b>	<b>145,591.00</b>	<b>70,265.06</b>	<b>172,856.50</b>	<b>179,820.00</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
			ACTUAL		YTD	BUDGET	
			2022	2023	2024	Jul-25	2025 2026
<b>Elections</b>							
100-41302-1110	Wages & salaries-FT		12,261.79	761.25	19,553.00	64.62	-
100-41302-1120	Wages & salaries-PT		22,690.25	-	39,283.00	-	35,800.00
100-41302-1210	PERA/FICA/MC		-	-	-	-	-
100-41302-1211	PERA		836.39	-	445.00	6.28	-
100-41302-1212	FICA/MC		1,154.06	-	1,278.00	6.40	2,740.00
100-41302-1213	PFML		-	-	-	-	160.00
100-41302-1320	Life/disability/other insurance		-	-	932.00	12.93	-
100-41302-1510	Worker's comp insurance		159.31	53.10	165.00	69.92	76.00
100-41302-2110	Office supplies		317.56	570.26	927.00	-	700.00
100-41302-2120	Postage		120.76	177.87	161.00	-	200.00
100-41302-3110	Attorney		120.76	177.87	-	101.84	-
100-41302-3135	Engineering		-	21.00	368.00	28.68	400.00
100-41302-3940	Insurance		15.43	5.13	28.00	27.50	40.00
100-41302-3950	Legal notices/publications/bids		440.64	-	277.00	-	500.00
100-41302-3960	Mileage		52.06	-	261.00	-	300.00
<b>Total</b>			<b>38,048.25</b>	<b>1,588.61</b>	<b>63,678.00</b>	<b>318.17</b>	<b>40,916.00</b>
<b>Finance</b>							
100-41401-1110	Wages & salaries-FT		164,463.86	154,801.45	175,390.00	100,603.97	204,680.00
100-41401-1210	PERA/FICA/MC		-	-	-	-	-
100-41401-1211	PERA		12,334.70	11,236.66	13,109.00	7,541.95	15,350.00
100-41401-1212	FICA/MC		12,862.46	12,611.81	14,228.00	8,114.08	15,660.00
100-41401-1213	PFML		-	-	-	-	910.00
100-41401-1310	Flex plan contribution		10,800.00	15,060.00	15,060.00	8,785.00	15,060.00
100-41401-1320	Life/disability/other insurance		12,736.80	10,847.70	11,413.00	8,829.80	15,140.00
100-41401-1410	Unemployment		-	-	651.00	-	-
100-41401-1510	Worker's comp insurance		692.82	679.90	652.00	492.38	532.00
100-41401-2110	Office supplies		981.45	681.54	744.00	157.44	1,000.00
100-41401-2510	Software licenses & upgrades		639.24	671.16	671.00	445.41	862.00
100-41401-2820	Codes & standards		-	-	-	250.00	250.00
100-41401-3110	Attorney		-	-	832.00	305.53	500.00
100-41401-3135	Engineering		-	-	-	5,623.89	6,000.00
100-41401-3120	Computer & software support		23,229.53	24,994.67	26,410.00	27,692.53	28,000.00
100-41401-3190	Other professional services		-	31,307.31	-	460.00	510.00
100-41401-3510	Training/conferences/schools		721.42	-	541.00	640.00	2,000.00
100-41401-3920	Dues & subscriptions		285.00	285.00	260.00	335.00	500.00
100-41401-3940	Insurance		608.26	734.83	773.00	618.97	891.00
100-41401-3960	Mileage		244.12	92.37	81.00	39.20	350.00
<b>Total</b>			<b>240,599.66</b>	<b>264,004.40</b>	<b>260,815.00</b>	<b>170,685.15</b>	<b>308,195.00</b>
<b>Auditing</b>							
100-41402-3115	Audit & actuarial services		23,550.00	25,680.00	34,505.00	27,100.00	35,325.00
<b>Total</b>			<b>23,550.00</b>	<b>25,680.00</b>	<b>34,505.00</b>	<b>27,100.00</b>	<b>35,325.00</b>
<b>Assessing</b>							
100-41403-3105	Assessing/property tax administration		80,543.20	83,058.16	83,218.00	41,609.08	86,000.00
<b>Total</b>			<b>80,543.20</b>	<b>83,058.16</b>	<b>83,218.00</b>	<b>41,609.08</b>	<b>86,000.00</b>
<b>Prosecutions</b>							
100-41501-3110	Attorney		78,000.00	80,340.00	82,750.00	41,451.10	90,270.00
<b>Total</b>			<b>78,000.00</b>	<b>80,340.00</b>	<b>82,750.00</b>	<b>41,451.10</b>	<b>90,270.00</b>
<b>Planning and Zoning</b>							
100-41601-1110	Wages & salaries-FT		54,788.50	59,236.29	70,301.00	42,769.66	82,540.00
100-41601-1150	Wages & salaries-commissioners		2,410.00	2,890.00	1,770.00	1,570.00	2,970.00
100-41601-1210	PERA/FICA/MC		-	-	-	-	-
100-41601-1211	PERA		4,315.09	4,698.26	5,317.00	3,211.22	6,190.00
100-41601-1212	FICA/MC		4,573.60	5,037.65	5,569.00	3,409.15	6,550.00
100-41601-1213	PFML		-	-	-	-	380.00
100-41601-1310	Flex plan contribution		-	-	-	-	-
100-41601-1320	Life/disability/other insurance		38.86	446.92	1,382.00	823.77	40.00
100-41601-1510	Worker's comp insurance		282.99	268.33	275.00	197.37	213.00
100-41601-2110	Office supplies		32.48	160.39	180.00	-	350.00
100-41601-2120	Postage		69.68	100.29	71.00	79.35	200.00
100-41601-2510	Software licenses & upgrades		319.68	289.92	286.00	187.11	362.00
100-41601-3110	Attorney		1,380.10	3,259.16	3,369.00	1,239.09	3,600.00
100-41601-3120	Computer & software support		-	-	-	-	-
100-41601-3135	Engineering		14,819.42	16,349.15	20,104.00	4,917.78	23,000.00
100-41601-3440	Equipment repair & maintenance services		-	-	-	-	-
100-41601-3510	Training/conferences/schools		-	-	-	-	2,000.00
100-41601-3920	Dues & subscriptions		120.00	-	50.00	50.00	46.00
100-41601-3940	Insurance		303.48	364.14	386.00	406.82	586.00
100-41601-3960	Mileage		-	-	-	-	100.00
<b>Total</b>			<b>83,453.88</b>	<b>93,100.50</b>	<b>109,060.00</b>	<b>58,861.32</b>	<b>129,127.00</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>General Government</b>							
100-41701-2110	Office supplies	1,841.31	2,322.89	2,414.00	1,076.60	2,500.00	2,500.00
100-41701-2120	Postage	703.32	1,656.71	931.00	641.74	1,800.00	1,800.00
100-41701-2290	Operating supplies	2,409.16	2,237.40	3,091.00	1,179.26	3,000.00	3,000.00
100-41701-2510	Software licenses & upgrades	2,921.42	4,238.71	-	-	-	-
100-41701-2520	Computer supplies & small equipment	86.44	7.26	-	-	-	-
100-41701-3120	Computer & software support	-	-	-	-	-	-
100-41701-3110	Attorney	-	-	-	-	-	-
100-41701-3145	Monitoring	-	-	-	-	-	-
100-41701-3160	Safety program	1,289.00	1,405.00	1,447.00	1,490.40	1,500.00	1,600.00
100-41701-3190	Other professional services	3,276.30	4,505.44	4,911.00	4,096.61	5,000.00	5,600.00
100-41701-3210	Phones/radios/pagers	2,723.93	2,007.79	1,304.00	1,133.93	1,970.00	2,200.00
100-41701-3320	Equipment rentals	8,213.08	7,756.86	8,214.00	4,231.14	8,500.00	8,500.00
100-41701-3440	Equipment repair & maintenance service	157.57	75.00	-	-	500.00	500.00
100-41701-3920	Dues & subscriptions	-	279.00	179.00	129.00	501.00	501.00
100-41701-3940	Insurance	29,964.04	31,241.33	32,248.00	23,991.53	34,827.74	34,548.00
100-41701-4115	Community celebrations	11,000.00	13,000.00	14,375.00	13,000.00	14,000.00	14,000.00
100-41701-4130	Credit card & bank fees	354.00	299.96	126.00	25.00	1,000.00	500.00
100-41701-4140	Property Taxes	-	-	-	35.42	-	-
100-41701-4153	COVID 19	383,555.09	1,373,189.61	77,339.00	-	-	-
100-41701-5110	Capital assets	-	-	-	-	10,000.00	10,000.00
100-41701-5120	Controllable assets	-	4,098.91	7,514.00	5,730.36	10,000.00	4,500.00
100-41701-7125	General government equip fund transfer	9,500.00	9,500.00	9,500.00	5,250.00	9,000.00	9,000.00
<b>Total</b>		<b>457,994.66</b>	<b>1,457,821.87</b>	<b>163,593.00</b>	<b>62,010.99</b>	<b>104,098.74</b>	<b>98,749.00</b>
<b>General Building</b>							
100-41702-2310	Building repair & maintenance supplies	1,004.57	1,425.05	1,364.00	1,273.86	1,500.00	2,000.00
100-41702-3145	Monitoring	519.40	527.40	527.00	307.65	600.00	600.00
100-41702-3420	Building repair & maintenance services	14,883.30	15,308.60	8,922.00	3,987.09	16,000.00	15,000.00
100-41702-3430	Cleaning service	7,800.00	8,490.00	9,180.00	5,355.00	11,900.00	9,500.00
100-41702-3610	Electricity	12,540.81	12,666.05	11,085.00	5,169.11	14,000.00	12,500.00
100-41702-3620	Natural gas	5,450.58	5,024.78	3,600.00	3,343.72	6,000.00	5,500.00
100-41702-3630	Waste management & recycling	181.72	181.72	182.00	181.72	200.00	200.00
100-41702-5120	Controllable assets	3,344.95	-	-	-	-	-
100-41702-7105	Building fund transfer	10,000.00	10,000.00	10,000.00	5,833.31	10,000.00	10,000.00
<b>Total</b>		<b>55,725.33</b>	<b>53,623.60</b>	<b>44,860.00</b>	<b>25,451.46</b>	<b>60,200.00</b>	<b>55,300.00</b>
<b>City Sign</b>							
100-41703-2320	Equipment parts & supplies	-	-	-	-	-	-
100-41703-2510	Software licenses & upgrades	-	-	-	-	-	-
100-41703-3440	Equipment repair & maintenance services	-	-	-	-	-	-
100-41703-3610	Electricity	1,529.37	3,067.35	2,968.00	1,578.38	3,250.00	3,250.00
100-41703-3940	Insurance	766.46	642.25	670.00	493.58	723.78	711.00
<b>Total</b>		<b>2,295.83</b>	<b>3,709.60</b>	<b>3,638.00</b>	<b>2,071.96</b>	<b>3,973.78</b>	<b>3,961.00</b>
<b>Information Technology</b>							
100-41707-2520	Computer supplies/small equipment	-	184.23	195.00	42.06	500.00	500.00
100-41707-3120	Computer & software support	52,785.00	64,440.00	34,452.00	24,051.59	40,860.00	46,110.00
100-41707-3220	Internet & website	-	-	6,734.00	3,144.53	6,300.00	7,800.00
<b>Total</b>		<b>52,785.00</b>	<b>64,624.23</b>	<b>41,381.00</b>	<b>27,238.18</b>	<b>47,660.00</b>	<b>54,410.00</b>



CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
			ACTUAL		YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>Police Protection</b>							
100-42101-3155	Police protection	1,216,275.00	1,349,755.00	1,367,774.00	1,191,464.75	1,542,123.00	1,657,278.00
100-42101-3940	Insurance	834.68	894.94	1,064.00	838.08	1,149.35	1,207.00
<b>Total</b>		<b>1,217,109.68</b>	<b>1,350,649.94</b>	<b>1,368,838.00</b>	<b>1,192,302.83</b>	<b>1,543,272.35</b>	<b>1,658,485.00</b>
<b>Fire Department</b>							
100-42201-1110	Wages & salaries-FT	142,279.21	109,879.85	117,595.00	66,234.11	137,890.00	144,650.00
100-42201-1120	Wages & salaries-PT	24,542.77	17,413.50	17,153.00	7,829.28	32,270.00	19,460.00
100-42201-1130	Wages & salaries-firefighters	112,813.63	101,606.51	128,351.00	62,741.02	174,740.00	129,880.00
100-42201-1210	PERA/FICA/MC	-	-	-	-	-	-
100-42201-1211	PERA	20,347.80	17,202.86	20,431.00	11,478.58	24,620.00	24,700.00
100-42201-1220	Fire Retirement Contribution	15,934.99	13,323.00	13,723.00	14,135.00	14,135.00	14,771.00
100-42201-1212	FICA/MC	14,735.79	11,909.85	13,261.00	6,312.27	19,180.00	14,580.00
100-42201-1213	PFML	-	-	-	-	-	1,280.00
100-42201-1310	Flex plan contribution	-	-	-	-	-	-
100-42201-1320	Life/disability/other insurance	19,763.68	14,372.50	10,084.00	5,878.71	20,800.00	21,590.00
100-42201-1510	Worker's comp insurance	39,689.33	37,568.09	27,759.00	27,728.53	59,959.70	29,947.00
100-42201-2110	Office supplies	709.37	426.52	410.00	45.77	800.00	800.00
100-42201-2120	Postage	351.23	80.92	120.00	-	150.00	150.00
100-42201-2210	Clothing & personal protective equipment	32,375.63	31,818.90	12,006.00	9,125.42	20,000.00	20,000.00
100-42201-2220	Emergency food & beverage	235.40	-	-	693.30	500.00	500.00
100-42201-2230	Fuel	7,605.92	5,586.45	5,611.00	2,728.59	8,000.00	6,000.00
100-42201-2290	Operating supplies	4,782.92	4,234.22	7,721.00	2,827.43	4,500.00	5,000.00
100-42201-2320	Equipment parts & supplies	2,318.46	3,270.93	1,531.00	1,088.21	1,500.00	2,500.00
100-42201-2340	Vehicle parts & supplies	1,334.53	2,381.92	679.00	2,355.76	10,000.00	4,000.00
100-42201-2410	Small tools	-	2,669.13	1,934.00	571.83	700.00	2,000.00
100-42201-2510	Software licenses & upgrades	1,327.85	671.16	671.00	337.21	570.00	637.00
100-42201-2810	Fire prevention-supplies	1,370.24	930.19	626.00	-	1,500.00	1,000.00
100-42201-2820	Codes & standards	-	-	-	-	500.00	500.00
100-42201-3110	Attorney	822.10	906.40	781.00	1,018.44	1,000.00	1,000.00
100-42201-3120	Computer & software support	700.68	779.47	15,783.00	14,247.45	19,150.00	20,951.00
100-42201-3135	Engineering	-	420.34	447.00	2,035.72	500.00	500.00
100-42201-3140	Medical directorship	-	-	-	-	-	-
100-42201-3150	Personnel testing & recruitment	13,643.44	22,183.98	9,662.00	9,080.00	23,000.00	15,000.00
100-42201-3160	Safety program	-	-	-	-	510.00	510.00
100-42201-3190	Other professional services	-	128.84	-	-	-	-
100-42201-3210	Phones/radios/pagers	1,878.11	2,690.86	6,416.00	1,595.35	1,970.00	2,275.00
100-42201-3220	Internet	-	-	3,537.00	3,098.00	5,940.00	6,240.00
100-42201-3290	Other communication	12,708.00	12,495.00	15,237.00	9,848.00	9,200.00	10,600.00
100-42201-3320	Equipment rentals	-	-	-	-	-	-
100-42201-3390	Rentals-other	1,642.84	1,622.57	1,736.00	67.92	1,600.00	1,600.00
100-42201-3440	Equipment repair & maintenance services	9,694.42	7,804.75	7,505.00	2,972.45	5,000.00	8,000.00
100-42201-3450	Fire apparatus repair & maintenance services	29,665.39	22,050.19	29,987.00	32,730.42	37,000.00	37,000.00
100-42201-3460	Inspections	-	-	-	-	-	-
100-42201-3510	Training/conferences/schools	16,831.86	6,604.62	9,585.00	7,328.89	15,000.00	10,000.00
100-42201-3520	Professional licenses & certifications	500.00	672.50	394.00	-	1,000.00	700.00
100-42201-3530	Training supplies	1,186.54	120.38	-	100.72	1,000.00	500.00
100-42201-3910	Advertising for employment	-	320.60	-	-	500.00	500.00
100-42201-3920	Dues & subscriptions	1,550.00	1,476.00	1,822.00	1,045.90	2,500.00	2,000.00
100-42201-3930	Grant expenditures	736.00	46,456.16	27,444.00	18,383.64	6,000.00	6,000.00
100-42201-3940	Insurance	16,995.87	18,648.02	24,254.00	18,713.03	26,194.22	26,947.00
100-42201-3960	Mileage	12.50	205.94	-	-	300.00	300.00
100-42201-5110	Capital assets	22,587.17	-	48,205.00	7,432.91	20,000.00	20,000.00
100-42201-5120	Controllable assets	-	2,756.26	6,404.00	6,843.17	27,000.00	15,000.00
100-42201-7120	Fire equipment fund transfer	230,000.00	285,000.00	1,125,000.00	166,250.00	285,000.00	295,000.00
<b>Total</b>		<b>803,673.67</b>	<b>808,689.38</b>	<b>1,713,865.00</b>	<b>524,903.03</b>	<b>1,021,678.92</b>	<b>924,568.00</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>Fire Stations</b>							
100-42202-2310	Building repair & maintenance supplies	859.37	42.39	856.00	167.79	5,000.00	10,000.00
100-42202-3420	Building repair & maintenance services	10,006.04	5,322.05	12,010.00	3,027.75	12,700.00	15,000.00
100-42202-3430	Cleaning service	3,168.00	3,456.00	6,066.00	4,893.00	8,700.00	8,961.00
100-42202-3610	Electricity	8,263.05	7,542.80	11,537.00	6,565.24	13,500.00	12,500.00
100-42202-3620	Natural gas	8,523.68	8,087.71	7,302.00	5,931.85	10,500.00	9,000.00
100-42202-3630	Waste management & recycling	337.26	337.26	337.00	406.40	500.00	500.00
	<b>Total</b>	<b>31,157.40</b>	<b>24,788.21</b>	<b>38,108.00</b>	<b>20,992.03</b>	<b>50,900.00</b>	<b>55,961.00</b>
<b>EOC</b>							
100-42301-2110	Office supplies	-	-	-	-	-	-
100-42301-7115	EOC equipment fund transfer	-	2,000.00	2,000.00	1,166.69	2,000.00	2,000.00
	<b>Total</b>	<b>-</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>1,166.69</b>	<b>2,000.00</b>	<b>2,000.00</b>
<b>Sirens</b>							
100-42302-3440	Equipment repair & maintenance services	7,195.50	7,720.84	8,620.00	7,795.32	8,000.00	8,000.00
100-42302-3610	Electricity	780.00	819.00	819.00	421.20	900.00	900.00
100-42302-3940	Insurance	229.81	375.19	319.00	166.03	344.02	239.00
	<b>Total</b>	<b>8,205.31</b>	<b>8,915.03</b>	<b>9,758.00</b>	<b>8,382.55</b>	<b>9,244.02</b>	<b>9,139.00</b>
<b>Building Inspection</b>							
100-42401-1110	Wages & salaries-FT	294,166.18	275,281.37	260,358.00	145,623.54	260,650.00	273,550.00
100-42401-1120	Wages & salaries-PT	-	-	-	-	-	-
100-42401-1210	PERA/FICA/MC	-	-	-	-	-	-
100-42401-1211	PERA	22,244.65	20,582.29	19,458.00	10,975.99	19,550.00	20,520.00
100-42401-1212	FICA/MC	21,024.33	20,964.46	19,838.00	11,190.33	19,940.00	20,930.00
100-42401-1213	PFML	-	-	-	-	-	1,210.00
100-42401-1310	Flex plan contribution	-	-	-	-	-	-
100-42401-1320	Life/disability/other insurance	38,814.92	32,477.39	28,740.00	17,112.91	31,240.00	32,420.00
100-42401-1510	Worker's comp insurance	2,533.79	1,883.08	1,342.00	1,061.15	2,899.28	1,146.00
100-42401-2110	Office supplies	1,411.20	1,099.76	1,111.00	81.65	1,400.00	1,400.00
100-42401-2120	Postage	506.31	638.39	742.00	842.04	800.00	900.00
100-42401-2210	Clothing & personal protective equipment	-	300.00	-	131.74	600.00	800.00
100-42401-2230	Fuel	4,109.69	2,774.26	2,184.00	1,296.22	4,500.00	3,500.00
100-42401-2290	Operating supplies	54.01	18.98	270.00	29.44	100.00	100.00
100-42401-2340	Vehicle parts & supplies	50.80	-	85.00	33.10	1,000.00	1,000.00
100-42401-2410	Small tools	-	316.02	-	-	300.00	300.00
100-42401-2510	Software licenses & upgrades	709.32	1,143.60	1,157.00	703.71	1,210.00	1,362.00
100-42401-2820	Codes & standards	360.24	-	-	-	1,000.00	1,000.00
100-42401-3110	Attorney	615.50	4,124.12	3,174.00	1,408.85	6,000.00	6,000.00
100-42401-3120	Computer & software support	3,585.00	10,785.00	13,329.00	8,994.53	16,980.00	18,170.00
100-42401-3130	Electrical inspections	-	-	-	-	-	-
100-42401-3135	Engineering	11,754.63	6,676.81	7,895.00	2,430.46	7,500.00	7,500.00
100-42401-3150	Personnel testing & recruitment	-	401.46	-	-	-	-
100-42401-3210	Phones/radios/pagers	3,410.15	2,692.00	2,388.00	1,331.96	2,450.00	2,485.00
100-42401-3320	Equipment rentals	4,571.20	3,267.24	3,063.00	1,651.84	3,000.00	3,000.00
100-42401-3440	Equipment repair & maintenance services	-	-	-	-	-	-
100-42401-3470	Vehicle repair & maintenance services	-	-	-	-	1,000.00	1,000.00
100-42401-3510	Training/conferences/schools	2,108.79	4,150.00	-	2,290.00	4,500.00	4,500.00
100-42401-3520	Professional licenses & certifications	65.00	150.00	-	-	200.00	200.00
100-42401-3910	Advertising for employment	-	-	-	-	-	-
100-42401-3920	Dues & subscriptions	145.00	160.00	170.00	120.00	200.00	200.00
100-42401-3940	Insurance	1,685.84	1,936.03	2,020.00	1,507.06	2,181.45	2,170.00
100-42401-3960	Mileage	134.55	-	-	184.80	300.00	300.00
100-42401-5120	Controllable assets	-	-	205.00	-	-	10,000.00
100-42401-7170	Building inspection equipment fund transfer	7,000.00	10,000.00	10,000.00	5,833.31	10,000.00	10,000.00
	<b>Total</b>	<b>421,061.10</b>	<b>401,822.26</b>	<b>377,529.00</b>	<b>214,834.63</b>	<b>399,500.73</b>	<b>425,663.00</b>
<b>Animal Control</b>							
100-42501-2290	Operating supplies	-	-	-	-	-	-
100-42501-3190	Other professional services	4,386.00	3,508.00	1,766.00	1,501.00	3,000.00	5,000.00
	<b>Total</b>	<b>4,386.00</b>	<b>3,508.00</b>	<b>1,766.00</b>	<b>1,501.00</b>	<b>3,000.00</b>	<b>5,000.00</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>Public Works</b>							
100-43101-1110	Wages & salaries-FT	359,585.38	423,483.73	431,437.00	234,719.65	420,690.00	439,390.00
100-43101-1120	Wages & salaries-PT	7,154.00	2,320.00	8,442.00	2,980.00	17,000.00	16,000.00
100-43101-1210	PERA/FICA/MC	-	-	-	-	-	-
100-43101-1211	PERA	25,802.95	32,141.54	32,745.00	17,668.98	31,560.00	32,960.00
100-43101-1212	FICA/MC	28,108.80	32,924.03	34,190.00	18,450.97	33,490.00	34,840.00
100-43101-1213	PFML	-	-	-	-	-	2,010.00
100-43101-1310	Flex plan contribution	12,600.00	15,060.00	15,060.00	8,785.00	15,060.00	15,060.00
100-43101-1320	Life/disability/other insurance	37,490.97	46,504.40	45,080.00	26,606.57	46,380.00	47,560.00
100-43101-1410	Unemployment	15,531.81	-	-	-	-	-
100-43101-1510	Worker's comp insurance	29,671.00	19,581.25	22,091.00	18,057.75	47,716.56	19,502.00
100-43101-2110	Office Supplies	425.55	184.86	176.00	40.99	250.00	250.00
100-43101-2120	Postage	-	-	-	-	-	-
100-43101-2210	Clothing & personal protective equipment	6,268.81	5,966.86	6,308.00	4,194.28	6,500.00	7,500.00
100-43101-2230	Fuel	44,967.02	42,868.33	25,927.00	14,568.44	47,000.00	40,000.00
100-43101-2240	Safety supplies	939.22	3,443.13	1,973.00	352.91	2,500.00	2,500.00
100-43101-2290	Operating supplies	16,749.92	11,243.42	37,335.00	6,099.08	20,000.00	25,000.00
100-43101-2320	Equipment parts & supplies	3,169.36	10,291.38	17,535.00	2,606.43	9,000.00	14,000.00
100-43101-2330	Street repair & maintenance supplies	5,059.05	11,774.40	9,554.00	951.61	30,000.00	15,000.00
100-43101-2340	Vehicle parts & supplies	9,136.56	17,629.41	23,328.00	11,436.69	20,000.00	25,000.00
100-43101-2410	Small tools	2,360.95	2,995.59	912.00	324.70	3,000.00	3,500.00
100-43101-2510	Software licenses & upgrades	820.08	2,508.72	1,768.00	809.94	320.00	2,000.00
100-43101-2520	Computer supplies & small equipment	-	344.17	-	-	-	-
100-43101-2610	Street sweeping	8,963.00	19,200.00	16,750.00	21,980.00	35,500.00	23,500.00
100-43101-3110	Attorney	-	247.20	-	203.69	500.00	500.00
100-43101-3120	Computer & software support	-	-	9,622.00	7,226.87	9,280.00	17,470.00
100-43101-3135	Engineering	11,574.24	7,742.55	16,650.00	687.83	12,000.00	13,000.00
100-43101-3150	Personnel testing & recruitment	296.70	553.59	1,374.00	243.13	750.00	1,000.00
100-43101-3160	Safety program	1,498.26	1,632.59	1,683.00	1,733.08	1,800.00	1,800.00
100-43101-3210	Phones/radios/pagers	3,967.43	3,957.57	4,397.00	2,287.24	4,030.00	4,060.00
100-43101-3320	Equipment rentals	-	513.13	193.00	-	3,000.00	3,000.00
100-43101-3410	Blacktop maintenance	115,335.06	142,143.25	62,197.00	1,348.00	165,000.00	100,000.00
100-43101-3415	Gravel Maintenance	644.00	688.44	-	6,318.58	8,000.00	10,000.00
100-43101-3440	Equipment repair & maintenance services	5,514.74	7,192.05	5,123.00	4,293.74	7,700.00	7,700.00
100-43101-3460	Inspections	540.00	706.00	1,744.00	-	3,000.00	2,000.00
100-43101-3470	Vehicle repair & maintenance services	14,408.81	9,865.80	19,634.00	3,164.49	20,000.00	20,000.00
100-43101-3510	Training/conferences/schools	1,456.68	1,998.59	789.00	645.00	2,500.00	2,500.00
100-43101-3520	Professional licenses & certifications	100.00	110.00	89.00	-	250.00	200.00
100-43101-3910	Advertising for employment	791.20	-	-	-	300.00	300.00
100-43101-3920	Dues & subscriptions	-	-	-	289.00	450.00	450.00
100-43101-3940	Insurance	18,525.44	22,100.66	21,105.00	16,836.95	22,793.90	24,245.00
100-43101-3960	Mileage	214.70	25.00	-	-	150.00	150.00
100-43101-5110	Capital assets	-	-	-	2,496.50	23,000.00	23,000.00
100-43101-5120	Controllable assets	4,956.94	1,339.99	2,676.00	2,141.00	2,000.00	10,000.00
100-43101-7145	Pavement management transfer	900,000.00	1,100,000.00	1,100,000.00	700,000.00	1,200,000.00	1,300,000.00
100-43101-7150	Public works equipment fund transfer	150,000.00	200,000.00	250,000.00	145,833.31	250,000.00	250,000.00
<b>Total</b>		<b>1,844,628.63</b>	<b>2,201,281.63</b>	<b>2,227,887.00</b>	<b>1,286,382.40</b>	<b>2,522,470.46</b>	<b>2,556,947.00</b>
<b>Snow &amp; Ice Removal</b>							
100-43102-1110	Wages & salaries-FT	46,038.93	46,580.29	29,163.00	16,081.92	-	-
100-43102-1120	Wages & salaries-PT	6,861.97	5,420.80	2,259.00	4,998.21	6,010.00	6,190.00
100-43102-1210	PERA/FICA/MC	-	-	-	-	-	-
100-43102-1211	PERA	3,345.57	3,083.55	2,150.00	1,184.99	-	-
100-43102-1212	FICA/MC	3,875.61	3,559.35	2,343.00	1,592.08	460.00	480.00
100-43102-1213	PFML	-	-	-	-	-	30.00
100-43102-1320	Life/disability/other insurance	5,415.05	6,138.60	3,163.00	2,024.69	-	-
100-43102-2290	Operating supplies	7,042.76	2,681.54	4,533.00	1,407.28	9,000.00	5,000.00
100-43102-2710	Salt & sand	42,873.38	33,929.47	56,445.00	30,569.41	50,000.00	55,000.00
100-43102-3135	Engineering	331.04	788.67	876.00	474.90	700.00	900.00
100-43102-3910	Advertising for employment	-	-	-	-	700.00	-
<b>Total</b>		<b>115,784.31</b>	<b>102,182.27</b>	<b>100,932.00</b>	<b>58,333.48</b>	<b>66,870.00</b>	<b>67,600.00</b>
<b>Storm Water Drainage</b>							
100-43103-1110	Wages & salaries-FT	1,375.14	1,290.90	-	161.55	-	-
100-43103-1120	Wages & salaries-PT	-	-	-	-	-	-
100-43103-1210	PERA/FICA/MC	-	-	-	-	-	-
100-43103-1211	PERA	102.48	96.81	-	12.11	-	-
100-43103-1212	FICA/MC	101.70	84.70	-	12.34	-	-
100-43103-1213	PFML	-	-	-	-	-	-
100-43103-1320	Life/disability/other insurance	137.85	296.08	-	24.97	-	-
100-43103-2290	Operating supplies	3,341.11	26.59	189.00	-	3,000.00	3,000.00
100-43103-2510	Software licenses & upgrades	-	-	-	-	-	-
100-43103-3120	Computer & software support	-	-	-	-	-	-
100-43103-3110	Attorney	-	-	-	-	-	200.00
100-43103-3135	Engineering	902.06	2,581.46	3,675.00	3,539.87	9,000.00	7,000.00
100-43103-3320	Equipment rentals	1,100.00	1,100.00	-	-	-	-
100-43103-3920	Dues & subscriptions	-	-	-	1,525.00	1,200.00	1,600.00
<b>Total</b>		<b>7,060.34</b>	<b>5,476.54</b>	<b>3,864.00</b>	<b>5,275.84</b>	<b>13,200.00</b>	<b>11,800.00</b>

CITY OF HAM LAKE								
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED								
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026								
			ACTUAL			YTD	BUDGET	
			2022	2023	2024	Jul-25	2025	2026
PW Building								
	100-43104-2310	Building repair & maintenance supplies	2,937.82	2,947.78	1,515.00	432.18	5,000.00	7,000.00
	100-43104-3145	Monitoring	635.40	635.40	635.00	370.65	650.00	650.00
	100-43104-3420	Building repair & maintenance services	9,927.15	10,278.65	14,203.00	1,047.00	12,000.00	12,000.00
	100-43104-3430	Cleaning service	1,500.00	1,638.00	1,776.00	1,036.00	1,900.00	1,900.00
	100-43104-3460	Inspections	535.00	-	10.00	575.00	600.00	650.00
	100-43104-3610	Electricity	10,638.95	9,449.40	9,466.00	5,391.10	13,000.00	13,000.00
	100-43104-3620	Natural gas	11,659.69	11,023.32	7,060.00	8,989.94	13,000.00	13,000.00
	100-43104-3630	Waste management & recycling	1,175.55	77.77	273.00	272.58	80.00	350.00
	Total		39,009.56	36,050.32	34,938.00	18,114.45	46,230.00	48,550.00
Storm water WMOs								
	100-43201-1610	Advisory/representative	180.00	360.00	150.00	-	-	-
	100-43201-3110	Attorney	70.00	6,454.67	255.00	-	-	-
	100-43201-3135	Engineering	19,275.06	12,044.42	8,992.00	-	-	-
	100-43201-3710	Sunrise WMO	6,158.22	7,868.86	4,828.00	-	-	-
	100-43201-3720	Upper Rum River WMO	2,346.93	2,434.69	2,370.00	-	-	-
	100-43201-3920	Dues & subscriptions	750.00	820.00	1,070.00	-	-	-
	Total		28,780.21	29,982.64	17,665.00	-	-	-
Signs & Signals								
	100-43401-2250	Street signs	4,624.37	5,063.61	3,135.00	1,287.07	6,000.00	6,000.00
	100-43401-2320	Equipment parts & supplies	-	22.47	-	-	3,000.00	3,000.00
	100-43401-3120	Computer & software support	225.00	474.00	520.00	-	600.00	600.00
	100-43401-3440	Equipment repair & maintenance services	1,864.42	494.72	2,336.00	-	1,500.00	1,600.00
	100-43401-3610	Electricity	11,195.77	11,041.19	10,963.00	5,724.47	12,000.00	11,200.00
	100-43401-5120	Controllable assets	-	-	-	-	-	-
	Total		17,909.56	17,095.99	16,954.00	7,011.54	23,100.00	22,400.00
Utility Row								
	100-43501-3135	Engineering	56,732.31	57,137.88	43,800.00	13,506.17	60,200.00	60,200.00
	Total		56,732.31	57,137.88	43,800.00	13,506.17	60,200.00	60,200.00

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
			ACTUAL		YTD	BUDGET	
			2022	2023	2024	Jul-25	2025 2026
<b>Parks</b>							
100-44101-1110	Wages & salaries-FT		58,348.05	76,173.07	121,163.00	51,145.19	194,480.00 202,310.00
100-44101-1120	Wages & salaries-PT		17,473.00	6,671.00	14,519.00	13,907.00	25,500.00 8,000.00
100-44101-1150	Wages & salaries-commissioners		-	-	-	-	- -
100-44101-1210	PERA/FICA/MC		-	-	-	-	- -
100-44101-1211	PERA		4,356.84	5,724.46	8,989.00	3,869.06	14,590.00 15,180.00
100-44101-1212	FICA/MC		5,647.60	6,270.11	10,159.00	4,950.42	16,830.00 16,090.00
100-44101-1213	PFML		-	-	-	-	- 930.00
100-44101-1310	Flex plan contribution		-	-	-	-	- -
100-44101-1320	Life/disability/other insurance		8,755.25	10,009.63	14,720.00	7,715.85	31,240.00 32,420.00
100-44101-1510	Worker's comp insurance		10,641.00	10,425.00	9,067.00	11,281.25	19,584.72 12,184.00
100-44101-2210	Clothing & personal protective equipment		1,972.85	3,378.45	3,473.00	1,602.70	2,000.00 4,000.00
100-44101-2230	Fuel		5,835.22	5,334.36	3,554.00	2,951.89	7,500.00 5,000.00
100-44101-2240	Safety supplies		-	-	-	52.41	500.00 500.00
100-44101-2290	Operating supplies		11,698.98	11,171.44	14,635.00	7,893.82	12,500.00 12,500.00
100-44101-2320	Equipment parts & supplies		2,585.84	4,231.27	6,137.00	6,102.48	5,000.00 7,000.00
100-44101-2330	Street repair & maintenance supplies		-	-	-	-	1,000.00 -
100-44101-2340	Vehicle parts & supplies		167.56	-	299.00	25.63	500.00 500.00
100-44101-2410	Small tools		50.98	425.91	-	66.74	750.00 750.00
100-44101-3120	Computer & software support		-	-	-	1,803.06	3,100.00 3,490.00
100-44101-3110	Attorney		-	626.24	-	-	1.00 -
100-44101-3135	Engineering		25.38	39.20	4,454.00	253.60	500.00 500.00
100-44101-3150	Personnel testing & recruitment		222.60	294.42	464.00	403.00	300.00 500.00
100-44101-3160	Safety program		686.00	748.00	770.00	793.10	750.00 820.00
100-44101-3210	Phones/radios/pagers		1,175.88	1,554.60	1,599.00	642.53	1,820.00 1,830.00
100-44101-3320	Equipment rentals		-	116.70	-	-	1,000.00 1,000.00
100-44101-3390	Rentals-other		5,460.86	5,784.62	5,845.00	2,245.98	6,500.00 6,000.00
100-44101-3410	Blacktop maintenance		-	-	-	-	2,000.00 2,000.00
100-44101-3440	Equipment repair & maintenance services		136.94	2,183.17	3,037.00	1,204.98	2,000.00 2,000.00
100-44101-3470	Vehicle repair & maintenance services		-	-	-	-	500.00 500.00
100-44101-3490	Other repair & maintenance services		-	3,075.00	2,575.00	-	501.00 500.00
100-44101-3510	Training/conferences/schools		200.00	120.00	-	-	1,000.00 1,000.00
100-44101-3520	Professional licenses & certifications		144.50	-	-	-	200.00 200.00
100-44101-3610	Electricity		4,209.93	4,472.66	3,354.00	2,097.00	5,000.00 4,200.00
100-44101-3910	Advertising for employment		-	-	-	-	450.00 450.00
100-44101-3920	Dues & subscriptions		143.30	-	400.00	-	300.00 300.00
100-44101-3940	Insurance		22,103.13	21,905.25	24,178.00	17,824.12	26,112.47 25,667.00
100-44101-3960	Mileage		-	-	-	-	- -
100-44101-3990	Other services & charges		1,276.38	-	-	-	- -
100-44101-5110	Capital assets		-	-	5,270.00	-	- -
100-44101-5120	Controllable assets		12,210.00	3,990.00	503.00	1,032.76	- -
100-44101-7140	Parks equipment fund transfer		40,000.00	40,000.00	42,000.00	24,500.00	42,000.00 42,000.00
<b>Total</b>			<b>215,527.69</b>	<b>224,724.56</b>	<b>301,164.00</b>	<b>164,364.57</b>	<b>426,009.19 410,321.00</b>
<b>Parks Building</b>							
100-44102-2310	Building repair & maintenance supplies		786.50	920.65	1,187.00	158.07	1,500.00 1,000.00
100-44102-3420	Building repair & maintenance services		1,730.55	3,432.10	1,985.00	986.50	3,500.00 2,500.00
100-44102-3610	Electricity		5,370.39	4,708.45	4,932.00	2,565.54	6,500.00 5,000.00
100-44102-3620	Natural gas		6,050.90	5,463.45	4,417.00	4,599.36	6,500.00 6,500.00
100-44102-3630	Waste management & recycling		200.15	200.15	395.00	394.96	450.00 450.00
<b>Total</b>			<b>14,138.49</b>	<b>14,724.80</b>	<b>12,916.00</b>	<b>8,704.43</b>	<b>18,450.00 15,450.00</b>
<b>Senior Center</b>							
100-44201-2290	Operating supplies		943.05	794.62	291.00	635.15	1,000.00 900.00
100-44201-2340	Vehicle parts & supplies		27.18	-	21.00	13.55	500.00 500.00
100-44201-3210	Phones/radios/pagers		843.05	492.00	291.00	264.53	570.00 625.00
100-44201-3440	Equipment repair & maintenance services		25.55	-	450.00	-	600.00 600.00
100-44201-3460	Inspections		478.00	270.00	1,179.00	364.80	900.00 1,300.00
100-44201-3470	Vehicle repair & maintenance services		-	-	-	-	- -
100-44201-3940	Insurance		620.17	302.16	337.00	264.53	363.58 381.00
100-44201-5110	Capital assets		-	-	-	-	500.00 500.00
100-44201-5120	Controllable assets		-	-	3,600.00	-	- -
100-44201-7125	General government equipment fund transfer		-	-	-	-	- -
<b>Total</b>			<b>2,937.00</b>	<b>1,858.78</b>	<b>6,169.00</b>	<b>1,542.56</b>	<b>4,433.58 4,806.00</b>
<b>Senior center BLDG</b>							
100-44202-2310	Building repair & maintenance supplies		14.43	234.99	205.00	837.22	250.00 250.00
100-44202-3420	Building repair & maintenance services		120.00	250.00	300.00	3,512.67	750.00 750.00
100-44202-3430	Cleaning service		3,048.00	3,324.00	3,600.00	2,100.00	3,800.00 3,800.00
100-44202-3610	Electricity		6,439.65	6,416.10	5,755.00	2,671.00	7,200.00 6,500.00
100-44202-3620	Natural gas		2,934.92	2,706.04	1,938.00	1,745.79	3,500.00 3,000.00
100-44202-3630	Waste management & recycling		181.72	181.72	182.00	181.72	190.00 190.00
<b>Total</b>			<b>12,738.72</b>	<b>13,112.85</b>	<b>11,980.00</b>	<b>11,048.40</b>	<b>15,690.00 14,490.00</b>



CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
Misc/Unallocated							
100-48101-4135	Fire relief state aid	122,940.83	135,618.83	151,292.00	-	140,000.00	182,000.00
100-48101-4145	Refunds & reimbursements	-	1,056.44	-	-	-	-
100-48101-4150	Reimbursable expense	6,150.00	7,567.62	7,950.00	1,314.17	1,000.00	1,000.00
100-48101-4160	Uncollectible accounts	-	-	-	-	200.00	200.00
100-49101-7190	Other transfers	-	-	-	-	-	-
Total		129,090.83	144,242.89	159,242.00	1,314.17	141,200.00	183,200.00
	Grand Total Expenditures	6,453,335.31	7,989,985.17	7,832,101.00	4,252,787.57	7,681,525.64	7,889,303.00

# **Special Revenue Funds**

**Fund 210 Cable TV**

This fund receives franchise fees from the North Metro Telecommunications Commission. Spending from this fund has been committed to cable television-related expenditures. A recent change allows spending to include communication-related expenditures.

**Fund 211 Ham Laker Fund**

The budget provides for monthly publication of the Ham Laker. The cost per issue is approximately \$2,792 for 2021. Advertising rates are \$75/issue. The fund balance will be monitored throughout 2022, and a transfer from the Cable TV Fund has been budgeted for 2023.

**Fund 212 Lawful Gambling Contributions**

This fund was created in 2009 when the City passed an ordinance requiring mandatory 10% contributions from gambling sites within the City. Under MN Statutes 349.12 Subd. 25 (10) and 349.213 Subd. 1, the City is allowed to use the contributions for police, fire, and other emergency or public safety-related services, equipment, and training, excluding pension obligations.

**Fund 230 Future Drainage**

This fund records future drainage fees for developed lots within the City. Expenditures include drainage-related repairs and improvements as needed, as well as costs related to the NPDES program and street sweeping.

**Fund 231 Recycling**

This fund is funded by SCORE grants from Anoka County. Ham Lake Haulers provides waste collection and recycling throughout the City. Property owners pay for waste collection, and the City pays for the city-wide recycling program. This fund also funds several recycling events each year.

**Fund 232 Street Light Fund**

This fund pays for electricity used to operate street lights in developments. Billing from customers is the street light fee charged to property owners by the City. The street light fee is \$3.75 per month and has not increased since the 4th quarter of 2010. Street light fees are billed to property owners by Ham Lake Haulers.

**Fund 233 Sunrise Watershed Management Organization**

This fund levies a tax for those parcels in the Sunrise Watershed area to cover costs relating specifically to the Sunrise Watershed Management Organization such as annual contributions, engineering fees, and attorney fees.

**Fund 234 Upper Rum River Watershed Organization**

This fund levies a tax for those parcels in the Upper Rum Watershed area to cover costs relating specifically to the Upper Rum Watershed Management Organization such as annual contributions, engineering fees, and attorney fees.

**Fund 250 Oakwilt Fund**

The cash in this fund came from DNR grants and is restricted for treating and preventing oakwilt. City Council approved a loan program for removal of diseased oak trees in 2014.

**Fund 260 CDBG-Community Development Block Grant**

No grant requests are anticipated for 2023.

**Fund 261 Economic Development**

This fund receives donations from the Ham Lake Chamber of Commerce and makes loans to businesses who locate in the City.

**Fund 262 Ham Lake EDA**

The EDA purchased property at 15659 and 15633 Highway 65 in 2012. The property included two buildings. The buildings were demolished in 2017, and the land is for sale.

**Fund 263 Lodging Tax**

The City collects lodging tax from the AmericInn and send 95 percent of receipts to Twin Cities Gateway, a convention and visitors bureau whose purpose is to encourage tourism in the member communities. The remaining 5 percent of receipts is retained by the City and transferred to the general fund at the end of each year. Twin Cities Gateway has made grants to the Ham Lake Area Chamber of Commerce to reimburse the cost of advertising for City Events.

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		2022	ACTUAL 2023	2024	YTD Jul-25	BUDGET 2025	2026
<b>CABLE TV FUND</b>							
<b>Revenues</b>							
210-31402	Franchise Fees	(27,950.14)	(21,234.26)	(14,350.00)	-	(20,000.00)	(10,000.00)
210-37101	Interest on investments	1,150.15	(4,673.86)	(4,459.00)	(2,289.53)	(2,500.00)	(1,500.00)
<b>Total</b>		<b>(26,799.99)</b>	<b>(25,908.12)</b>	<b>(18,809.00)</b>	<b>(2,289.53)</b>	<b>(22,500.00)</b>	<b>(11,500.00)</b>
<b>Expenditures</b>							
210-41705-1120	Wages & salaries-PT	-	-	-	-	-	-
210-41705-1210	PERA/FICA/MC	-	-	-	-	-	-
210-41705-1211	PERA	-	-	-	-	-	-
210-41705-1212	FICA/MC	-	-	-	-	-	-
210-41705-1510	Worker's comp insurance	-	-	-	-	-	-
210-41705-2320	Equipment parts & supplies	-	-	-	-	-	-
210-41705-3190	Recording Services	-	-	-	-	-	-
210-41705-3440	Equipment repair & maintenance services	-	-	-	-	500.00	500.00
210-41705-5110	Capital assets	186,815.78	100,000.00	19,446.00	12,935.00	-	-
210-41705-5120	Controllable assets	-	-	-	-	13,000.00	-
210-41705-7130	Ham Laker transfer	89,000.00	-	15,450.00	15,450.00	15,450.00	15,450.00
<b>Total</b>		<b>275,815.78</b>	<b>100,000.00</b>	<b>34,896.00</b>	<b>28,385.00</b>	<b>28,950.00</b>	<b>15,950.00</b>
<b>HAM LAKER FUND</b>							
<b>Revenues</b>							
211-34101	Advertising & subscriptions	(2,700.00)	(4,125.00)	(4,275.00)	(1,875.00)	(3,000.00)	(3,000.00)
211-37101	Interest on investments	(60.57)	(473.72)	3.00	(0.41)	-	-
211-37501	General donations	(15,000.00)	(11,500.00)	(16,000.00)	(8,000.00)	(11,000.00)	(11,000.00)
211-39309	Transfer from other funds	(89,000.00)	-	(15,450.00)	(15,450.00)	(15,450.00)	(15,450.00)
<b>Total</b>		<b>(106,760.57)</b>	<b>(16,098.72)</b>	<b>(35,722.00)</b>	<b>(25,325.41)</b>	<b>(29,450.00)</b>	<b>(29,450.00)</b>
<b>Expenditures</b>							
211-41704-2120	Postage	11,800.79	13,248.85	15,777.00	10,977.79	15,500.00	16,000.00
211-41704-3125	Editing	9,918.90	9,887.40	10,177.00	6,895.80	10,000.00	10,500.00
211-41704-3970	Printing	7,460.02	7,328.99	8,748.00	4,224.25	7,600.00	9,000.00
211-41704-3990	Other services and charges	1,892.87	2,471.99	4,349.00	3,064.70	3,800.00	4,500.00
<b>Total</b>		<b>31,072.58</b>	<b>32,937.23</b>	<b>39,051.00</b>	<b>25,162.54</b>	<b>36,900.00</b>	<b>40,000.00</b>
<b>LAWFUL GAMBLING CONSTRUCTION FUND</b>							
<b>Revenues</b>							
212-37101	Interest on investments	(552.12)	(5,014.11)	(7,646.00)	(4,898.91)	-	-
212-37503	Lawful gambling contributions	(51,845.09)	(57,182.62)	(42,759.00)	(12,360.49)	(25,000.00)	(25,000.00)
<b>Total</b>		<b>(52,397.21)</b>	<b>(62,196.73)</b>	<b>(50,405.00)</b>	<b>(17,259.40)</b>	<b>(25,000.00)</b>	<b>(25,000.00)</b>
<b>Expenditures</b>							
212-41706-3155	Police protection	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	45,000.00
212-41706-7190	Transfer to General Fund	-	-	-	-	-	-
212-41706-7191	Transfer to Ham Laker Fund	-	-	-	-	-	-
<b>Total</b>		<b>25,000.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>25,000.00</b>	<b>45,000.00</b>
<b>FUTURE DRAINAGE FUND</b>							
<b>Revenues</b>							
230-34401	Future drainage fees	(9,428.00)	(11,747.20)	(12,098.00)	(3,215.65)	(10,000.00)	(10,000.00)
230-37101	Interest on investments	(3.68)	(4,670.03)	(5,839.00)	(3,303.59)	(500.00)	(500.00)
<b>Total</b>		<b>(9,431.68)</b>	<b>(16,417.23)</b>	<b>(17,937.00)</b>	<b>(6,519.24)</b>	<b>(10,500.00)</b>	<b>(10,500.00)</b>
<b>Expenditures</b>							
230-43201-2390	Other repair & maintenance supplies	-	-	-	-	6,000.00	6,000.00
230-43201-2510	Software licenses & upgrades	4,260.00	6,260.00	-	-	27,583.22	32,824.03
230-43201-3110	Attorney	-	-	-	-	500.00	500.00
230-43201-3135	Engineering	5,040.44	4,997.90	15,485.00	3,798.65	10,000.00	10,000.00
230-43201-3190	Other professional services	-	-	-	-	-	-
230-43201-3320	Equipment rentals	-	-	-	-	-	-
230-43201-3490	Other repair & maintenance services	-	-	-	-	10,000.00	10,000.00
230-43201-3950	Legal notices/publications/bids	-	58.46	73.00	-	-	-
230-43201-3980	Filing fees	-	-	-	-	-	-
230-43201-5110	Capital assets	-	-	-	-	-	-
230-43201-5130	ROW acquisitions	-	-	-	-	-	-
<b>Total</b>		<b>9,300.44</b>	<b>11,316.36</b>	<b>15,558.00</b>	<b>3,798.65</b>	<b>54,083.22</b>	<b>59,324.03</b>



CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>RECYCLING FUND</b>							
<b>Revenues</b>							
231-33406	SCORE grants	(86,174.00)	(85,026.00)	(85,236.00)	-	(85,000.00)	(85,000.00)
231-34302	Recycling receipts	(2,064.12)	(2,480.85)	(1,197.00)	(978.40)	(1,000.00)	(1,000.00)
231-37101	Interest on investments	309.13	(1,700.41)	(2,691.00)	(1,444.18)	(50.00)	(50.00)
<b>Total</b>		<b>(87,928.99)</b>	<b>(89,207.26)</b>	<b>(89,124.00)</b>	<b>(2,422.58)</b>	<b>(86,050.00)</b>	<b>(86,050.00)</b>
<b>Expenditures</b>							
231-43601-1110	Wages & Salaries	-	6,016.03	3,272.00	4,215.26	-	-
231-43601-1211	PEAR	-	-	24.00	(47.04)	-	-
231-43601-1212	FICA	-	-	24.00	(47.98)	-	-
231-43601-2120	Postage	2,183.64	2,484.23	2,493.00	485.11	2,500.00	2,500.00
231-43601-2290	Operating supplies	-	-	-	-	500.00	500.00
231-43601-3630	Waste management & recycling	75,496.15	73,156.11	80,277.00	25,335.41	87,000.00	82,000.00
231-43601-3930	Grant expenditures	-	-	-	-	-	-
231-43601-3960	Mileage	-	-	-	-	50.00	50.00
231-43601-3970	Printing	4,083.16	4,314.37	4,645.00	691.67	4,500.00	5,000.00
<b>Total</b>		<b>81,762.95</b>	<b>85,970.74</b>	<b>90,735.00</b>	<b>30,632.43</b>	<b>94,550.00</b>	<b>90,050.00</b>
<b>STREET LIGHT FUND</b>							
<b>Revenues</b>							
232-34303	Street light fees	(85,613.95)	(70,647.25)	(74,235.00)	(3,751.00)	(66,000.00)	(70,000.00)
232-34306	Developer electrical service	(5,100.48)	(2,016.00)	(3,519.00)	-	-	-
232-36101	Current assessments	-	-	-	(38,476.80)	-	-
232-36102	Delinquent assessments	-	(155.15)	(129.00)	(81.53)	-	-
232-36104	Penalties & interest	(84.52)	(55.35)	(78.00)	(12.84)	-	-
232-37101	Interest on investments	(277.50)	(7,367.33)	(9,959.00)	(6,281.16)	(100.00)	(100.00)
232-37601	Refunds & reimbursements	-	(992.13)	(995.00)	-	-	-
<b>Total</b>		<b>(91,076.45)</b>	<b>(81,233.21)</b>	<b>(88,915.00)</b>	<b>(48,603.33)</b>	<b>(66,100.00)</b>	<b>(70,100.00)</b>
<b>Expenditures</b>							
232-43701-2120	Postage	-	435.26	-	-	-	-
232-43701-3105	Assessing/property tax administration	-	1,614.00	1,686.00	1,951.28	-	2,000.00
232-43701-3190	Other professional services	503.07	516.10	2,031.00	-	3,000.00	3,000.00
232-43701-3610	Electricity	55,164.91	54,189.62	54,528.00	28,718.92	60,000.00	60,000.00
232-43701-4145	Refunds & reimbursements	-	-	570.00	-	-	570.00
232-43701-4160	Uncollectible accounts	-	-	-	-	-	-
232-43701-5120	Controllable assets	-	-	-	-	-	-
<b>Total</b>		<b>55,667.98</b>	<b>56,754.98</b>	<b>58,815.00</b>	<b>30,670.20</b>	<b>63,000.00</b>	<b>65,570.00</b>
<b>Sunrise WMO</b>							
<b>Revenues</b>							
233-31001	Current property taxes	-	-	-	(5,782.35)	(11,530.00)	(8,615.00)
233-37101	Interest on investments	-	-	-	-	-	-
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>(5,782.35)</b>	<b>(11,530.00)</b>	<b>(8,615.00)</b>
<b>Expenditures</b>							
233-43201-1610	Representative	-	-	-	-	330.00	330.00
233-43201-3110	Attorney	-	-	-	67.90	500.00	350.00
233-43201-3135	Engineering	-	-	-	26.92	5,000.00	2,500.00
233-43201-3710	Sunrise WMO	-	-	-	5,771.84	5,700.00	5,435.00
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>5,866.66</b>	<b>11,530.00</b>	<b>8,615.00</b>
<b>URRWMO</b>							
<b>Revenues</b>							
234-31001	Current property taxes	-	-	-	(2,125.91)	(3,730.00)	(4,125.00)
234-37101	Interest on investments	-	-	-	-	-	-
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>(2,125.91)</b>	<b>(3,730.00)</b>	<b>(4,125.00)</b>
<b>Expenditures</b>							
234-43201-1610	Representative	-	-	-	-	330.00	330.00
234-43201-3110	Attorney	-	-	-	-	-	-
234-43201-3135	Engineering	-	-	-	13.46	800.00	800.00
234-43201-3720	Upper Rum River WMO	-	-	-	2,683.85	2,600.00	2,995.00
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>2,697.31</b>	<b>3,730.00</b>	<b>4,125.00</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>OAKWILT FUND</b>							
<b>Revenues</b>							
250-37101	Interest on investments	3.13	(420.30)	(536.00)	(309.88)	(50.00)	(50.00)
<b>Total</b>		<b>3.13</b>	<b>(420.30)</b>	<b>(536.00)</b>	<b>(309.88)</b>	<b>(50.00)</b>	<b>(50.00)</b>
<b>Expenditures</b>							
250-45101-2120	Postage	87.78	107.10	-	-	150.00	-
250-45101-2290	Operating supplies	53.42	33.94	-	-	100.00	-
250-45101-3320	Equipment rentals	-	-	-	-	-	-
250-45101-3440	Equipment repair & maintenance services	-	-	-	-	-	-
250-45101-3810	Contractors	-	-	-	-	-	-
<b>Total</b>		<b>141.20</b>	<b>141.04</b>	<b>-</b>	<b>-</b>	<b>250.00</b>	<b>-</b>
<b>ECONOMIC DEVELOPMENT FUND</b>							
<b>Revenues</b>							
261-37101	Interest on investments	(1.98)	(63.46)	(82.00)	(46.99)	(650.00)	(50.00)
261-37102	Interest - Loans	-	-	-	-	-	-
<b>Total</b>		<b>(1.98)</b>	<b>(63.46)</b>	<b>(82.00)</b>	<b>(46.99)</b>	<b>(650.00)</b>	<b>(50.00)</b>
<b>Expenditures</b>							
261-46101-4105	Beautification grants	-	-	-	-	-	-
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>HAM LAKE EDA FUND</b>							
<b>Revenues</b>							
262-37101	Interest on investments	617.79	(178.37)	(1,041.00)	(3,655.40)	(50.00)	(50.00)
262-37302	Building lease	-	-	-	-	-	-
262-37601	Refunds & reimbursements	-	-	(509,634.00)	-	-	-
<b>Total</b>		<b>617.79</b>	<b>(178.37)</b>	<b>(510,675.00)</b>	<b>(3,655.40)</b>	<b>(50.00)</b>	<b>(50.00)</b>
<b>Expenditures</b>							
262-46101-2310	Building repair & maintenance supplies	-	-	-	-	-	-
262-46101-3110	Attorney	1,817.50	6,443.68	742.00	767.90	6,000.00	6,000.00
262-46101-3135	Engineering	-	-	-	5,542.08	-	-
262-46101-3190	Other professional services	5,000.00	400.00	36,046.00	18,000.00	400.00	36,046.00
262-46101-3420	Building repair & maintenance services	-	-	-	-	-	-
262-46101-3630	Waste management	-	-	-	-	-	-
262-46101-3940	Insurance	-	-	-	-	-	-
262-46101-3950	Legal notices/publications/bids	-	-	-	186.44	1.00	201.36
262-46101-5110	Capital assets	-	281,277.66	68,934.00	1,808.64	-	70,000.00
<b>Total</b>		<b>6,817.50</b>	<b>288,121.34</b>	<b>105,722.00</b>	<b>26,305.06</b>	<b>6,400.00</b>	<b>112,247.36</b>
<b>LODGING TAX FUND</b>							
<b>Revenues</b>							
263-31401	Lodging tax	(29,743.38)	(27,460.86)	(23,821.00)	-	(31,000.00)	(31,000.00)
263-37101	Interest on investments	0.85	(235.40)	(309.00)	(53.43)	-	-
<b>Total</b>		<b>(29,742.53)</b>	<b>(27,696.26)</b>	<b>(24,130.00)</b>	<b>(53.43)</b>	<b>(31,000.00)</b>	<b>(31,000.00)</b>
<b>Expenditures</b>							
263-46101-4120	Convention bureau	28,256.20	26,993.46	23,647.00	-	29,000.00	29,000.00
263-46101-7135	Lodging tax transfer	1,200.00	2,000.00	2,000.00	-	2,000.00	2,000.00
<b>Total</b>		<b>29,456.20</b>	<b>28,993.46</b>	<b>25,647.00</b>	<b>-</b>	<b>31,000.00</b>	<b>31,000.00</b>

# Debt Service Funds

**Fund 370 2010 CIP Bond Debt Service**

The City sold bonds on July 19, 2010 for the purpose of expanding and refurbishing the Public Works Building and Fire Station One. The first general obligation levy was levied in 2010 and payable in 2011. The first interest payment was due August 1, 2011, and the first principal payment was due on February 1, 2012. The bonds mature in February 2026. Unspent bond proceeds were transferred from the construction fund to the debt service fund at the end of 2012.

**Fund 371 GO Capital Note Debt Service Fund-NMTC**

This fund was created in 2016. The City of Circle Pines issued General Obligation Capital Notes to finance the acquisition of capital equipment by the North Metro Telecommunications Commission. Member cities will receive franchise fees from NMTC, from which they will pay their share of the debt service payments to the City of Circle Pines. Member cities will not be required to levy property taxes to pay the debt service. Ham Lake's portion of the note is \$249,186. The final payment is scheduled to be made in 2024.

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>2010 CIP BOND DEBT SERVICE FUND</b>							
<b>Revenues</b>							
370-31001	Current property taxes	(209,416.00)	(208,924.00)	(208,031.00)	(103,241.50)	(206,483.00)	-
370-31002	Delinquent property taxes	-	-	-	-	(1,500.00)	-
370-37101	Interest on investments	(1,300.40)	(6,263.37)	(6,851.00)	(3,254.60)	(500.00)	-
<b>Total</b>		<b>(210,716.40)</b>	<b>(215,187.37)</b>	<b>(214,882.00)</b>	<b>(106,496.10)</b>	<b>(208,483.00)</b>	<b>-</b>
<b>Expenditures</b>							
370-47101-6110	Principal	170,000.00	175,000.00	180,000.00	185,000.00	180,000.00	190,000.00
370-47101-6120	Interest	26,993.76	21,709.38	16,050.00	9,887.50	16,100.00	3,325.00
370-47101-6130	Agent fees	325.00	4,125.00	325.00	-	6,500.00	4,000.00
<b>Total</b>		<b>197,318.76</b>	<b>200,834.38</b>	<b>196,375.00</b>	<b>194,887.50</b>	<b>202,600.00</b>	<b>197,325.00</b>
<b>2016 GO CAPITAL NOTE DEBT SERVICE FUND</b>							
<b>Revenues</b>							
371-31402	Franchise fees	(31,895.81)	(32,027.73)	(32,145.00)	-	-	-
371-37101	Interest on investments	-	-	-	-	-	-
<b>Total</b>		<b>(31,895.81)</b>	<b>(32,027.73)</b>	<b>(32,145.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditures</b>							
371-47101-6110	Principal	28,600.00	29,316.00	30,028.00	-	-	-
371-47101-6120	Interest	1,760.00	1,186.60	600.00	-	-	-
371-47101-6130	Agent fees & misc	1,535.81	1,525.13	1,517.00	-	-	-
<b>Total</b>		<b>31,895.81</b>	<b>32,027.73</b>	<b>32,145.00</b>	<b>-</b>	<b>-</b>	<b>-</b>

# Capital Funds



CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>GENERAL GOVERNMENT EQUIPMENT FUND</b>							
<b>Revenues</b>							
410-37101	Interest on investments	(22.99)	(2,657.82)	(3,561.00)	(2,077.76)	(400.00)	(400.00)
410-39301	Transfer from general fund	(5,500.00)	(5,500.00)	(5,500.00)	(2,916.69)	(5,000.00)	(5,000.00)
<b>Total</b>		<b>(5,522.99)</b>	<b>(8,157.82)</b>	<b>(9,061.00)</b>	<b>(4,994.45)</b>	<b>(5,400.00)</b>	<b>(5,400.00)</b>
<b>Expenditures</b>							
410-41701-5110	Capital assets	-	-	-	-	1,000.00	1,000.00
410-41701-7110	Election equipment fund transfer	-	-	-	-	-	-
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000.00</b>	<b>1,000.00</b>
<b>ELECTION EQUIPMENT FUND</b>							
<b>Revenues</b>							
411-37101	Interest on investments	(19.37)	(174.67)	(304.00)	(186.53)	(100.00)	(100.00)
411-39309	Transfer from other funds	(4,000.00)	(4,000.00)	(4,000.00)	(2,333.31)	(4,000.00)	(4,000.00)
<b>Total</b>		<b>(4,019.37)</b>	<b>(4,174.67)</b>	<b>(4,304.00)</b>	<b>(2,519.84)</b>	<b>(4,100.00)</b>	<b>(4,100.00)</b>
<b>Expenditures</b>							
411-41302-5110	Capital assets	3,727.32	3,622.56	1,753.00	-	2,000.00	4,000.00
<b>Total</b>		<b>3,727.32</b>	<b>3,622.56</b>	<b>1,753.00</b>	<b>-</b>	<b>2,000.00</b>	<b>4,000.00</b>
<b>BUILDING FUND</b>							
<b>Revenues</b>							
412-37101	Interest on investments	(24.74)	(9,514.96)	(12,339.00)	(7,518.85)	(1,000.00)	(1,000.00)
412-37302	Building lease	-	-	-	-	-	-
412-39301	Transfer from general fund	(10,000.00)	(10,000.00)	(10,000.00)	(5,833.31)	(10,000.00)	(10,000.00)
<b>Total</b>		<b>(10,024.74)</b>	<b>(19,514.96)</b>	<b>(22,339.00)</b>	<b>(13,352.16)</b>	<b>(11,000.00)</b>	<b>(11,000.00)</b>
<b>Expenditures</b>							
412-41702-3420	Building repair & maintenance services	6,120.00	-	-	-	10,000.00	10,000.00
412-41702-5110	Capital assets	2,367.29	-	-	-	35,000.00	-
<b>Total</b>		<b>8,487.29</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>45,000.00</b>	<b>10,000.00</b>
<b>FIRE DEPARTMENT EQUIPMENT FUND</b>							
<b>Revenues</b>							
420-33102	Fire/emergency preparedness grants	-	-	-	-	-	-
420-33407	State Fire Grants	-	(721,564.00)	-	-	-	-
420-37101	Interest on investments	(358.39)	(41,254.87)	(2,053.00)	(22,195.15)	(1,000.00)	(1,000.00)
420-37502	Fire department donations	-	-	-	-	-	-
420-37601	Refunds & reimbursements	-	-	(2,477.00)	-	-	-
420-39101	Sale of assets	-	(2,000.00)	(101.00)	-	-	-
420-39301	Transfer from general fund	(230,000.00)	(285,000.00)	(1,125,000.00)	(166,250.00)	(285,000.00)	(295,000.00)
<b>Total</b>		<b>(230,358.39)</b>	<b>(1,049,818.87)</b>	<b>(1,129,631.00)</b>	<b>(188,445.15)</b>	<b>(286,000.00)</b>	<b>(296,000.00)</b>
<b>Expenditures</b>							
420-42201-5110	Capital assets	65,190.89	2,469,814.99	682,282.00	13,580.00	970,000.00	1,030,000.00
420-42201-7190	Other transfers	-	-	-	-	-	-
<b>Total</b>		<b>65,190.89</b>	<b>2,469,814.99</b>	<b>682,282.00</b>	<b>13,580.00</b>	<b>970,000.00</b>	<b>1,030,000.00</b>
<b>EMERGENCY OPERATIONS CENTER FUND</b>							
<b>Revenues</b>							
421-37101	Interest on investments	(495.90)	(2,254.08)	(1,721.00)	(1,143.05)	(250.00)	(250.00)
421-39301	Transfer from general fund	-	(2,000.00)	(2,000.00)	-	(2,000.00)	(2,000.00)
<b>Total</b>		<b>(495.90)</b>	<b>(4,254.08)</b>	<b>(3,721.00)</b>	<b>(1,143.05)</b>	<b>(2,250.00)</b>	<b>(2,250.00)</b>
<b>Expenditures</b>							
421-42301-3420	Building repair & maintenance services	-	-	-	-	-	-
421-42301-5110	Capital assets	-	-	-	-	1,000.00	1,000.00
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000.00</b>	<b>1,000.00</b>
<b>SIREN REPLACEMENT FUND</b>							
<b>Revenues</b>							
422-37101	Interest on investments	3.55	(1,364.41)	(1,783.00)	(1,060.52)	(50.00)	(50.00)
422-39301	Transfer from general fund	-	-	-	(1,166.69)	-	-
<b>Total</b>		<b>3.55</b>	<b>(1,364.41)</b>	<b>(1,783.00)</b>	<b>(2,227.21)</b>	<b>(50.00)</b>	<b>(50.00)</b>
<b>Expenditures</b>							
422-42302-3440	Equipment repair & maintenance services	-	-	-	-	-	-
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
<b>BUILDING INSPECTION EQUIPMENT FUND</b>							
<b>Revenues</b>							
428-37101	Interest on investments	(84.01)	(369.81)	(790.00)	(584.36)	(1,000.00)	(1,000.00)
428-39101	Sale of Assets	-	-	-	-	-	-
428-39301	Transfer from general fund	-	(10,000.00)	-	(5,833.31)	(10,000.00)	(10,000.00)
428-39309	Transfer from other funds	(7,000.00)	-	(10,000.00)	-	-	-
<b>Total</b>		<b>(7,084.01)</b>	<b>(10,369.81)</b>	<b>(10,790.00)</b>	<b>(6,417.67)</b>	<b>(11,000.00)</b>	<b>(11,000.00)</b>
<b>Expenditures</b>							
428-42401-5110	Capital assets	-	7,400.00	-	-	-	-
<b>Total</b>		<b>-</b>	<b>7,400.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>PUBLIC WORKS EQUIPMENT FUND</b>							
<b>Revenues</b>							
430-37101	Interest on investments	(291.07)	(18,382.53)	(31,952.00)	(23,405.33)	(1,000.00)	(1,000.00)
430-39101	Sale of assets	-	-	(4,000.00)	-	(45,000.00)	(10,000.00)
430-39301	Transfer from general fund	(150,000.00)	(200,000.00)	(250,000.00)	(145,833.31)	(250,000.00)	(250,000.00)
<b>Total</b>		<b>(150,291.07)</b>	<b>(218,382.53)</b>	<b>(285,952.00)</b>	<b>(169,238.64)</b>	<b>(296,000.00)</b>	<b>(261,000.00)</b>
<b>Expenditures</b>							
430-43101-5110	Capital assets	-	1,600.00	-	212,289.48	1,042,900.00	370,000.00
<b>Total</b>		<b>-</b>	<b>1,600.00</b>	<b>-</b>	<b>212,289.48</b>	<b>1,042,900.00</b>	<b>370,000.00</b>
<b>REVOLVING STREET FUND</b>							
<b>Revenues</b>							
431-31002	Delinquent property taxes	-	-	-	-	-	-
431-33401	MSA maintenance	(1,160,709.00)	(231,067.00)	(254,962.00)	(237,776.00)	(257,901.00)	(260,000.00)
431-33402	MSA construction	-	(459,835.00)	(38,992.00)	-	(2,040,000.00)	(920,000.00)
431-33403	Large City Assistance Aid	-	-	(8,703.00)	-	(61,734.00)	(42,000.00)
431-33408	State bridge & highway grants	-	-	-	(2,293.00)	-	-
431-33501	Other county grants & aids	-	-	-	-	-	-
431-34301	Developer contributions	-	-	-	-	-	-
431-34307	Future paving fees	-	-	-	-	-	-
431-36101	Current assessments	(56,011.67)	(51,652.22)	(50,805.00)	(26,359.12)	(35,000.00)	(34,000.00)
431-36102	Delinquent assessments	-	-	(440.00)	498.06	-	-
431-36103	Prepaid assessments	(16,076.13)	(10,237.71)	(4,542.00)	-	-	-
431-36104	Penalties & interest	(151.76)	(26.15)	(131.00)	-	-	-
431-37101	Interest on investments	(5,367.83)	(121,859.32)	(115,339.00)	(40,474.39)	(1,000.00)	(1,000.00)
431-37601	Refunds & reimbursements	(4,015.38)	-	-	-	(25,000.00)	-
431-39301	Transfer from general fund	(900,000.00)	(2,153,576.29)	(1,100,000.00)	(700,000.00)	(1,200,000.00)	(1,300,000.00)
<b>Total</b>		<b>(2,142,331.77)</b>	<b>(3,028,253.69)</b>	<b>(1,573,914.00)</b>	<b>(1,006,404.45)</b>	<b>(3,620,635.00)</b>	<b>(2,557,000.00)</b>
<b>Expenditures</b>							
431-43301-2120	Postage	-	-	-	-	-	-
431-43301-2330	Street supplies	3,053.28	20,190.06	-	-	-	-
431-43301-3105	Assessing/property tax administration	229.26	212.79	165.00	-	200.00	200.00
431-43301-3110	Attorney	2,198.50	9,107.95	6,422.00	67.90	2,000.00	2,000.00
431-43301-3135	Engineering	230,384.80	384,905.55	273,526.00	113,109.15	360,000.00	360,000.00
431-43301-3190	Other professional services	-	89,345.37	27,391.00	12,000.00	40,000.00	40,000.00
431-43301-3320	Equipment rentals	405.39	4,985.75	-	-	-	-
431-43301-3810	Contractors	1,051,844.03	2,145,631.60	2,530,279.00	22,431.12	2,946,816.00	3,266,027.00
431-43301-3950	Legal notices/publications/bids	388.80	214.88	485.00	180.12	500.00	-
431-43301-3980	Filing fees	230.00	230.00	-	-	300.00	-
431-43301-5130	ROW Acquisition	44,538.00	13,500.00	2,200.00	-	50,000.00	-
<b>Total</b>		<b>2,936,699.00</b>	<b>2,668,323.95</b>	<b>2,840,468.00</b>	<b>147,788.29</b>	<b>3,399,816.00</b>	<b>3,668,227.00</b>
<b>PARK AND BEACH LAND FUND</b>							
<b>Revenues</b>							
440-33601	Other local government grants & aids	-	-	-	-	-	-
440-37101	Interest on investments	79.14	(36,995.64)	(33,658.00)	(15,810.81)	(1,000.00)	(1,000.00)
440-37102	Interest - Loans	(1,216.57)	(1,216.72)	(641.00)	(951.59)	(2,000.00)	(1,000.00)
440-37501	General donations	-	-	-	-	-	-
440-37504	Parkland dedication	(45,635.64)	(62,895.12)	(20,751.00)	(27,209.74)	(20,000.00)	(20,000.00)
440-39101	Sale of assets	-	-	-	-	-	-
<b>Total</b>		<b>(46,773.07)</b>	<b>(101,107.48)</b>	<b>(55,050.00)</b>	<b>(43,972.14)</b>	<b>(23,000.00)</b>	<b>(22,000.00)</b>
<b>Expenditures</b>							
440-44103-2390	Other repair & maintenance supplies	-	-	5,002.00	-	-	-
440-44103-3135	Engineering	-	13,429.72	22,381.00	14,624.05	-	-
440-44103-3490	Other repair & maintenance services	-	-	-	-	-	-
440-44103-4150	Reimbursable expense	-	-	-	-	-	-
440-44103-5110	Capital assets	16,249.61	289,005.82	239,489.00	32,129.41	50,000.00	50,000.00
440-44103-5120	Controllable assets	-	8,934.47	9,667.00	-	-	-
<b>Total</b>		<b>16,249.61</b>	<b>311,370.01</b>	<b>276,539.00</b>	<b>46,753.46</b>	<b>50,000.00</b>	<b>50,000.00</b>

CITY OF HAM LAKE							
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - DETAILED							
BUDGET DETAIL - ACTUAL 2022-2024, YTD JULY 2025, BUDGET FINAL 2025, PROPOSED 2026							
		ACTUAL			YTD	BUDGET	
		2022	2023	2024	Jul-25	2025	2026
PARKS EQUIPMENT FUND							
Revenues							
441-37101	Interest on investments	(225.89)	(5,455.73)	(8,593.00)	(5,957.15)	(1,000.00)	(1,000.00)
441-39101	Sale of assets	-	-	-	-	(13,000.00)	(10,000.00)
441-39301	Transfer from general fund	(40,000.00)	(40,000.00)	(42,000.00)	(24,500.00)	(42,000.00)	(42,000.00)
Total		(40,225.89)	(45,455.73)	(50,593.00)	(30,457.15)	(56,000.00)	(53,000.00)
Expenditures							
441-44101-5110	Capital assets	-	-	-	-	150,000.00	150,000.00
441-44101-7170	Building inspection equipment transfer	-	-	-	-	-	-
Total		-	-	-	-	150,000.00	150,000.00

**CITY OF HAM LAKE**

**CAPITAL IMPROVEMENT**

**AND**

**EQUIPMENT REPLACEMENT PLAN**

**2026 - 2030**

15544 Central Avenue NE, Ham Lake, MN 55304  
763-434-9555  
[www.ci.ham-lake.mn.us](http://www.ci.ham-lake.mn.us)

**City of Ham Lake**  
**Capital Improvement & Equipment Replacement Plan**  
**Summary**

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**Fire Equipment**

E-2 Replacement	\$ 970,000
U-2 Replacement	\$ 60,000

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**Public Works Equipment**

Replace #54 2006 Sterling L8500	\$ 350,000
SIGN SOFTWARE AND EQUIPMENT	\$ 20,000

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**Park and Beach Land Fund**

Miscellaneous park improvements	\$ 30,000
Future park and trail development	\$ 20,000

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**Park Equipment**

Replace #53 2013 John Deer X950R Mower with 14-Bushel Dump	\$ 45,000
Replace #62 2018 John Deer 1580 Mower - 72" Deck & Canopy	\$ 45,000
Replace #47 2017 Bobcat 5600-T4 Toolcat	\$ 60,000

**City of Ham Lake  
Capital Improvement & Equipment Replacement Plan  
2026 thru 2029**

**Sources and Uses of Funds - Equipment Funds**

	2026	2027	2028	2029	2030
<b>410 General Government Equipment</b>					
Beginning Balance	90,514	94,914	99,314	103,714	108,114
Revenues and other fund sources					
Interest	400	400	400	400	400
Transfer from general fund	5,000	5,000	5,000	5,000	5,000
Total revenue and other fund sources	5,400	5,400	5,400	5,400	5,400
Expenditures and uses					
Miscellaneous as needed	1,000	1,000	1,000	1,000	1,000
Total expenditures and uses	1,000	1,000	1,000	1,000	1,000
Ending Balance	94,914	99,314	103,714	108,114	112,514
<b>411 Election Equipment</b>					
Beginning Balance	10,175	10,275	10,375	10,475	10,575
Revenues and other fund sources					
Interest	100	100	100	100	100
Transfer from general fund	4,000	4,000	4,000	4,000	4,000
Total revenue and other fund sources	4,100	4,100	4,100	4,100	4,100
Expenditures and uses					
2024 Expenditures					
City's share of Anoka County's cost for election equipment	4,000	4,000	4,000	4,000	4,000
Total expenditures and uses	4,000	4,000	4,000	4,000	4,000
Ending Balance	10,275	10,375	10,475	10,575	10,675
<b>412 Building Fund</b>					
Beginning Balance	260,116	261,116	262,116	263,116	264,116
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Transfer from general fund	10,000	10,000	10,000	10,000	10,000
Total revenue and other fund sources	11,000	11,000	11,000	11,000	11,000
Expenditures and uses					
2024 Expenditures					
Miscellaneous as needed	10,000	10,000	10,000	10,000	10,000
Replace roof on Fire Station 2	-	-	-	-	-
Overlay of City Hall and Senior Center Parking Lot					
Total expenditures and uses	10,000	10,000	10,000	10,000	10,000
Ending Balance	261,116	262,116	263,116	264,116	265,116
<b>420 Fire Equipment</b>					
Beginning Balance	977,743	243,743	539,743	680,743	906,743
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Sale of assets-Utility Two (2006 Ford F250 crew cab)	-	-	-	-	-
Sale of C-1 '21 Dodge Durango	-	-	-	-	-
Sale of G-1 '20 Ford F350	-	-	-	-	-
Public Safety State Aid					
Transfer from general fund - fund balance (no increase in the levy)	295,000	295,000	295,000	295,000	295,000
Transfer from general fund	296,000	296,000	296,000	296,000	296,000
Total revenue and other fund sources	296,000	296,000	296,000	296,000	296,000
Expenditures and uses					
2024 Expenditures					
E-2 Replacement	970,000				
U-2 Replacement	60,000	-			
C-1 '21 DODGE DURANGO	-		55,000		
G-2 '20 FORD F350	-	-	100,000	-	-
Wash and Dryer for Station #3	-				
Bathrooms #1			-	70,000	-
Total expenditures and uses	1,030,000	-	155,000	70,000	-
Ending Balance	243,743	539,743	680,743	906,743	1,202,743



**City of Ham Lake**  
**Capital Improvement & Equipment Replacement Plan**  
**2026 thru 2029**

**Sources and Uses of Funds - Equipment Funds**

	2026	2027	2028	2029	2030
<b>421 Emergency Operations Center</b>					
Beginning Balance	45,163	46,413	47,663	48,913	50,163
Revenues and other fund sources					
Interest	250	250	250	250	250
Transfer from general fund	2,000	2,000	2,000	2,000	2,000
Total revenue and other fund sources	2,250	2,250	2,250	2,250	2,250
Expenditures and uses					
Miscellaneous as needed	1,000	1,000	1,000	1,000	1,000
Total expenditures and uses	1,000	1,000	1,000	1,000	1,000
Ending Balance	46,413	47,663	48,913	50,163	51,413
<b>422 Siren Replacement</b>					
Beginning Balance	42,279	42,329	42,379	42,429	42,479
Revenues and other fund sources					
Interest	50	50	50	50	50
Total revenue and other fund sources	50	50	50	50	50
Expenditures and uses					
Siren repairs and upgrades	-	-	-	-	-
Siren Transmitter Upgrade - 7K/Siren	-	-	-	-	-
Total expenditures and uses	-	-	-	-	-
Ending Balance	42,329	42,379	42,429	42,479	42,529
<b>428 Building Inspection Equipment</b>					
Beginning Balance	30,105	41,105	52,105	63,105	74,105
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Future sale of assets	-	-	-	-	-
Transfer from general fund	10,000	10,000	10,000	10,000	10,000
Total revenue and other fund sources	11,000	11,000	11,000	11,000	11,000
Expenditures and uses					
Future purchase of Trucks	-	-	-	-	-
Total expenditures and uses	-	-	-	-	-
Ending Balance	41,105	52,105	63,105	74,105	85,105
<b>430 Public Works Equipment</b>					
Beginning Balance	290,878	181,878	235,178	(21,822)	(125,822)
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Sale of Assets	10,000	2,000	2,000	-	-
Transfer from general fund	250,000	265,000	280,000	295,000	295,000
Total revenue and other fund sources	261,000	268,000	283,000	296,000	296,000
Expenditures and uses					
#26-01 Volvo Snow Plow	350,000	-	-	-	-
#68 2001 ELGIN STREET SWEEPER	-	-	150,000	-	-
#83 1998 CHEV 1/2-TON PICKUP	-	-	40,000	-	-
#97 1989 FORD L8000 W/PLOW (order in 2026 for 2029)	-	-	350,000	-	-
WAYNE IX FUEL DISPENSERS & CONTROL SYSTEM	-	70,000	-	-	-
#60 '05 ROLLER	-	-	-	-	15,000
#74 2009 FORD F450	-	94,700	-	-	-
#70 2011 FORD F350	-	50,000	-	-	50,000
#90 2000 FREIGHTLINER FL70 PATCH TRUCK	-	-	-	400,000	-
SIGN SOFTWARE AND EQUIPMENT	20,000	-	-	-	-
Total expenditures and uses	370,000	214,700	540,000	400,000	65,000
Ending Balance	181,878	235,178	(21,822)	(125,822)	105,178

**City of Ham Lake**  
**Capital Improvement & Equipment Replacement Plan**  
**2026 thru 2029**

**Sources and Uses of Funds - Equipment Funds**

	2026	2027	2028	2029	2030
<b>431 Revolving Street Fund</b>					
Beginning Balance	604,830	(548,397)	(136,038)	479,131	1,006,965
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
MSA Maintenance Grant	260,000	260,000	260,000	260,000	260,000
MSA Construction Grant (Carry Over)					
MSA Construction Grant (Allotment)	920,000	930,000	940,000	950,000	950,000
Large City Assistance					
State bridge & highway grants					
Coon Creek Watershed					
Local Partnership Program					
County grants					
Current assessments	34,000	34,000	33,000	32,000	32,000
Pavement management transfer from general fund	1,300,000	1,400,000	1,500,000	1,600,000	1,600,000
Total revenue and other fund sources	2,515,000	2,625,000	2,734,000	2,843,000	2,843,000
Expenditures and uses					
2024 Expenditures					
Prior Year Projects not yet completed					
Misc Fees					
Overlay-non MSA streets	908,369	1,297,794	953,946	1,303,979	1,339,094
Overlay-MSA streets	459,858	-	420,700	34,092	265,957
Reconstruction-non MSA streets	-		-	-	-
Reconstruction-MSA streets	2,300,000			732,086	-
New construction-non MSA streets			-	-	-
New construction MSA streets		540,347			
Participation in county projects	-	374,500	744,185	245,009	-
Total expenditures and uses	3,668,227	2,212,641	2,118,831	2,315,166	1,605,051
Ending Balance	(548,397)	(136,038)	479,131	1,006,965	2,244,914
<b>432 Stormwater Drainage</b>					
Beginning Balance	-	-	25,000	1,500	3,000
Revenues and other fund sources					
Interest	-	-	1,500	1,500	1,500
Transfer from general fund	-	25,000	25,000	20,000	20,000
Total revenue and other fund sources	-	25,000	26,500	21,500	21,500
Expenditures and uses					
Future CCWD Projects	-	-	50,000	20,000	-
Total expenditures and uses	-	-	50,000	20,000	-
Ending Balance	-	25,000	1,500	3,000	24,500
<b>440 Park and Beach Land Fund</b>					
Beginning Balance	550,324	503,324	571,733	524,733	477,733
Revenues and other fund sources					
Interest	3,000	3,000	3,000	3,000	3,000
Metropolitan Council grant-trail-Bunker Lake Blvd west of Jefferson					
Parkland dedications	unknown	unknown	unknown	unknown	unknown
Total revenue and other fund sources	3,000	3,000	3,000	3,000	3,000
Expenditures and uses					
Miscellaneous park improvements	30,000	30,000	30,000	30,000	30,000
Future park and trail development	20,000	20,000	20,000	20,000	20,000
Total expenditures and uses	50,000	50,000	50,000	50,000	50,000
Ending Balance	503,324	456,324	524,733	477,733	430,733

**City of Ham Lake  
Capital Improvement & Equipment Replacement Plan  
2026 thru 2029**

**Sources and Uses of Funds - Equipment Funds**

	2026	2027	2028	2029	2030
<b>441 Park Equipment</b>					
Beginning Balance	272,909	175,909	200,909	235,909	280,909
Revenues and other fund sources					
Interest	1,000	1,000	1,000	1,000	1,000
Sale of 2013 John Deer X950R Mower with 14-Bushel Dump (#53)	-	-	-	-	-
Sale of 2018 John Deer 1580 Mower - 72" Deck & Canopy (#62)	5,000	-	-	-	-
Sale of 2017 Bobcat 5600-T4 Toolcat (#47)	5,000	-	-	-	-
Sale of 2005 John Deer Pro Gator 2020 (#51)	-	1,000	-	-	-
Sale of Smith Co. Ballfield Groomer (#66)	-	1,000	-	-	-
Sale of Toro 36" Floating Deck Mower (#46)	-	-	500	-	-
Sale of 1994 Top - Utility Trailer (#107)	-	-	500	-	-
Transfer from general fund	42,000	44,000	44,000	44,000	44,000
Total revenue and other fund sources	53,000	47,000	46,000	45,000	45,000
Expenditures and uses					
Replace 2013 John Deer X950R Mower with 14-Bushel Dump (#53)	45,000	-	-	-	-
Replace 2018 John Deer 1580 Mower - 72" Deck & Canopy (#62)	45,000	-	-	-	-
Replace 2017 Bobcat 5600-T4 Toolcat (#47)	60,000	-	-	-	-
Replace 2005 John Deer Pro Gator 2020 (#51)	-	12,000	-	-	-
Replace Smith Co. Ballfield Groomer (#66)	-	10,000	-	-	-
Replace Toro 36" Floating Deck Mower (#46)	-	-	6,000	-	-
Replace 1994 Top - Utility Trailer (#107)	-	-	5,000	-	-
Total expenditures and uses	150,000	22,000	11,000	-	-
Ending Balance	175,909	200,909	235,909	280,909	325,909

**City of Ham Lake  
Capital Improvement & Equipment Replacement Plan  
2026 thru 2029**

**General Fund Capital Outlay by Department**

	2026	2027	2028	2029	2030	Total
41701 General Government & Elections	9,000	9,000	9,000	9,000	9,000	45,000
41702 General Building	10,000	10,000	10,000	10,000	10,000	50,000
42201 Fire Department	295,000	295,000	295,000	295,000	295,000	1,475,000
42301 EOC	2,000	2,000	2,000	2,000	2,000	10,000
42401 Building Department Equipment	10,000	10,000	10,000	10,000	10,000	50,000
43101 Public Works Equipment	250,000	265,000	280,000	295,000	295,000	1,385,000
43101 Revolving Street Fund	1,300,000	1,400,000	1,500,000	1,600,000	1,700,000	7,500,000
44101 Parks Equipment	42,000	44,000	44,000	44,000	44,000	218,000
TOTAL	1,918,000	2,035,000	2,150,000	2,265,000	2,365,000	10,733,000

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

**City of Ham Lake  
Street Overlays  
2026 thru 2030**

**2026**

Residential/Commercial/Industrial Streets and Bridges	Year of Last Project	Last Project Type	Amount	Year Total
Polk St.: Constance Blvd. to 833 feet N	2004	Overlay	35,153	
Amberwood	2004	Overlay	37,771	
Rosewood Addn.	2004	Overlay	41,736	
Wisen's 14th Addn.	2005	Overlay	62,329	
North Pines 1st Addn.	2005	Overlay	105,671	
W. Frontage Rd. S. of Crosstown Blvd. (174th Ave./Central Ave./Johnson St.)	2004	Overlay	109,424	
Landborg Industrial Park	2003	Overlay	144,081	
West Coon Lake Shores Estates/179th Ave.	2004	Overlay	180,067	
Ambershire	2004	Overlay	192,137	908,369
MSA : Hastings St.: 149th Ave. to 153rd Ave.	2003	Overlay	111,070	
MSA: Buchanan St.: Constance Blvd. to 165th Ave.	2004	Overlay	62,038	
MSA: 149th Ave.: Naples St. to Lexington Ave.	2012	Overlay	286,750	459,858

**2027**

	2005	Overlay	54,456	
Naples Estates 2nd Addn.	2002	Overlay	67,731	
Prairie Creek	2002	Overlay	76,717	
Larson's Heritage Oaks 3rd Addn.	2002	Overlay	86,696	
Larson's Heritage Oaks 4th Addn.	2005	Overlay	88,479	
Christy's Estates	2007	Overlay	103,628	
Heritage Forest	2003	Overlay	113,427	
Cottages of Heritage Oaks	2003	Overlay	116,272	
Clayton Park Estates	2002	Overlay	134,740	
Larson's Heritage Oaks 6th Addn.	2003	Overlay	137,765	
Larson's Heritage Oaks West	2007	Overlay	151,898	
Woodland Preserve	2003	Overlay	165,986	1,297,794

**2028**

Stokes Addn.	2005	Overlay	10,436	
Deer Haven Hills 5th Addn.	2005	Overlay	10,484	
Oakview Meadows 1st Addn.	2002	Overlay	14,714	
Hamlet Estates 2nd Addn.	2005	Overlay	22,853	
Deer Haven Hills 6th Addn.	2005	Overlay	32,757	
Westlund's Creekside	2005	Overlay	36,478	
Larson's Heritage Oaks 5th Addn.	2002	Overlay	51,952	
Lacina Addn.	2005	Overlay	57,526	
Deer Haven Hills 2nd Addn.	2003	Overlay	62,036	
Serenity Meadows	2005	Overlay	78,077	
Deer Haven Hills 3rd Addn.	2003	Overlay	82,038	
White Oak Ridge	2002	Overlay	102,825	
135th Ave - 135th Ln - Johnson St.	2005	Overlay	112,510	
Oakview Meadows 2nd Addn.	2002	Overlay	134,653	
Westlund's Creekside 2nd Addn.	2005	Overlay	144,606	953,946
MSA: 147th Ave.: Hwy. 65 to Aberdeen St.	2005	Overlay	37,474	
MSA: 3rd St.: 167th Ln. to Crosstown Blvd.	2006	Overlay	165,659	
MSA: East Lake Netta Dr.: 166th Ave. to Crosstown Blvd.	2013	Overlay	217,567	420,700

**2029**

Auditor's Subdivision No. 6	2007	Overlay	28,690	
Able St.: Andover Blvd. to cds	2005	Overlay	50,387	
Larson Addn.	2005	Overlay	57,729	
Jensen Estates	2005	Overlay	64,052	
Jefferson Oaks Estates	2007	Overlay	99,276	
Deer Haven Hills 4th Addn.	2005	Overlay	115,439	
Hidden Forest West 2nd Addn.	2004	Overlay	175,924	
Hidden Forest West	2004	Overlay	184,558	
Birch View Acres	2004	Overlay	527,923	1,303,979
MSA: 181st Ave: Hwy. 65 to Baltimore St. (1/2 East Bethel)	2001	Overlay	13,045	
MSA: Aberdeen St.: 133rd Ave. to 133rd Ln.	2007	Overlay	21,047	34,092

**2030**

Auditor's Subdivision No. 62	2005	Overlay	182,736	
Tomlyn Addn.	2002	Overlay	184,212	
176th Ln., Jefferson St., 177th Ave. & 6th St.	2005	Overlay	224,109	

**ALL FUTURE STREET PROJECTS**  
2025 thru 2030

	2026	2027	2028	2029	2030	Total
Overlay-non MSA streets and roads	908,369	1,297,794	953,946	1,303,979	1,339,094	5,803,182
Overlay-MSA streets and roads	-	-	-	-	265,957	265,957
Reconstruction-MSA-Crosstown Shopping Center ( '98 rehab, '79 construct)	2,300,000					2,300,000
Overlay - MSA - 181st Ave: Hwy 65 to Baltimore St (1/2 East Bethel)	-			13,045		13,045
Overlay- MSA - Hastings St: 149th ave to 153rd Ave	111,070	-				111,070
Overlay - MSA - Buchanan St: Constance Blvd to 165th Ave	62,038	-				62,038
Overlay - MSA - 149th Ave: Naples St. to Lexington Ave	286,750	-				286,750
Overlay - MSA - 147th Ave: Hwy 65 to Aberdeen St			37,474			37,474
Participate-MSA - Lexington Ave: Bunker Lake Blvd. to 155th Ave		374,500	-			374,500
Overlay- 3rd St: 167th In to Crosstown Blvd			165,659	-		165,659
Overlay- East Lake Netta: Constance Blvd to 166th Ave			217,567	-		217,567
Participate-MSA - Bunker Lake Blvd: Naples Intersection		-	572,450			572,450
Participate-MSA - Bunker Lake Blvd.: Van Buren St. to Hwy. 65 (County project)		-	171,735			171,735
Participate-MSA - Bunker Lake Blvd: Naples St to Lexington Ave		-	-	245,009		245,009
County Shared-MSA - Bunker Lake Blvd: Jefferson St. To Hwy 65				-		-
Reconstruction- MSA Central Ave, 303 feet N of 149th Ave				732,086	-	732,086
Overlay- MSA - Aberdeen St: 133rd Ave to 133rd Ln				21,047	-	21,047
Construct-MSA-Jackson St., .16 miles north of McKay Dr. to .06 miles south of 154th Avenue		540,347	-			540,347
Total Non-MSA Projects	908,369	1,297,794	953,946	1,303,979	1,339,094	5,803,182
Total MSA Projects	2,759,858	914,847	1,164,885	1,011,187	265,957	6,116,734



RESOLUTION NO. 25-XX  
RESOLUTION APPROVING THE PRELIMINARY 2026 PROPOSED BUDGET AND  
2025 TAX LEVY, COLLECTIBLE IN 2026

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAM LAKE, ANOKA COUNTY, MINNESOTA, that the following sums of money are proposed to be levied for the current year, collectible in 2026, upon taxable property in the City of Ham Lake, for the following purposes:

General Levy	\$6,914,816.00
Other Levies:	
Sunrise Watershed Management Organization	\$ 8,615.00
Upper Rum River Watershed Management Org.	\$ 4,125.00
Total Levy	\$6,927,556.00

The 2025 tax levy, collectible in 2026, for G.O. Capital Notes, Series 2016A (NMTC) is cancelled, as alternative revenues are available to pay the principal and interest on the bonds.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAM LAKE, ANOKA COUNTY, MINNESOTA, that the attached copy of the 2026 preliminary budget is hereby adopted.

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

Adopted by the Ham Lake City Council this 2nd day of September, 2025.

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Brian Kirkham, Mayor

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Denise Webster, City Clerk