

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 MONDAY, NOVEMBER 3, 2025

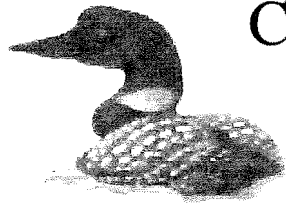
- 1.0 CALL TO ORDER - 6:00 P.M. – Pledge of Allegiance**
- 2.0 PUBLIC COMMENT**
- 3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS – None**
- 4.0 CONSENT AGENDA**

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 October 20, 2025
- 4.2 Approval of claims
- 4.3 Approval of the dates for the contract with Minnesota Pyrotechnics for the fireworks display dates being June 27, 2026, June 26, 2027, and June 24, 2028
- 4.4 Approval of the Snow Plow/Ice Control Policy for 2025-2026 season
- 4.5 Approval of an escrow payment to Coon Creek Watershed District for the Hidden Forest East Park Permit
- 4.6 Approval of a Resolution supporting the City of Blaine in their pursuit of 2025 Local Road Improvement Program (LRIP) Funding for the Highway 65 NE & Bunker Lake Boulevard NE interchange project
- 4.7 Approval of the Purchase Agreement entered into by the City of Ham Lake (seller) and C2M2, LLC (Cool Air Mechanical, Inc.) (buyer) purchasing vacate property - Pin #32-32-23-43-0026
- 4.8 Approval of recommendation to Chief Judge of the 10th Judicial District to reappoint Dwight McCullough, Bill Vokovan and Gary Kirkeide to the Ham Lake Charter Commission for a term of February 4, 2026 to February 4, 2030
- 4.9 Approval of releasing the Maintenance Security for Hidden Forest East Fourth Addition
- 4.10 Approval of a Joint Powers Agreement (JPA) with the City of Blaine for monitoring wells located within Patricia's Park

- 5.0 PLANNING COMMISSION RECOMMENDATIONS – None**
- 6.0 ECONOMIC DEVELOPMENT AUTHORITY – None**
- 7.0 APPEARANCES**
- 7.1 Finance Director Andrea Murff, 3rd Quarter Financial Report

- 8.0 CITY ATTORNEY**
- 9.0 CITY ENGINEER**
- 10.0 CITY ADMINISTRATOR**
- 11.0 COUNCIL BUSINESS**
- 11.1 Committee Reports
- 11.2 Announcements and future agenda items



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CITY OF HAM LAKE CITY COUNCIL AND ECONOMIC DEVELOPMENT AUTHORITY MINUTES MONDAY, OCTOBER 20, 2025

The Ham Lake City Council and Economic Development Authority met for its regular meeting on Monday, October 20, 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: Acting Mayor, Al Parranto and Councilmembers Jim Doyle and Mike Van Kirk

MEMBERS ABSENT: Mayor Brian Kirkham and Councilmember Andrew Hallberg

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

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

2.0 PUBLIC COMMENT

Corryn Anderson, Operations Manager, and Terry Olson, President, were present representing SBAA (Soderville Blaine Athletic Association). Ms. Anderson and Mr. Olson thanked the City Council for the recent park updates along with Superintendent Witkowski and the public works employees for their amazing work.

3.0 SPECIAL APPEARANCES/PUBLIC HEARINGS

3.1 Lt. Anthony Mendoza, Anoka County Sheriff's Office Report

Lt. Anthony Mendoza gave a summary of the Sheriff's Report for September 2025.

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 October 6, 2025 and Workshop Meeting minutes of October 6, 2025

4.2 Approval of claims in the amount of \$524,496.14

4.3 Approval of scheduling a Budget Workshop meeting on Monday, November 3, 2025 at 5:00 p.m.

- 4.4 Approval of the contract with Embedded Systems for the maintenance and monitoring of the radio equipment for the outdoor warning sirens
- 4.5 Approval of an agreement to contract with Michelle Russell for animal control services
- 4.6 Approval of hiring a full-time Streets/Park Maintenance Worker, subject to a BCA check and CDL drug test
- 4.7 Approval of Resolution No. 25-41 accepting a \$5,000 donation from the Ham Lake Chamber of Commerce
- 4.8 Approval of Resolution No. 25-42 acting on the Letter of Credit (LOC) in the amount of \$7,500 for Larson Systems, Inc. located at 13847 Aberdeen Street NE

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

5.0 PLANNING COMMISSION RECOMMENDATIONS

- 5.1 Daniel Tousignant of Allan Dorney Construction MN, Inc, on behalf of The Church of St. Paul, requesting Commercial Site Plan approval for the construction of a 60' X 80' storage building at 1740 Bunker Lake Boulevard NE

Motion by Van Kirk, seconded by Doyle, to concur with the Planning Commission and approve the request of Daniel Tousignant of Allan Dorney Construction MN, Inc, on behalf of The Church of St. Paul, for Commercial Site Plan approval to construct a 60' X 80' storage building at 1740 Bunker Lake Boulevard NE subject to the following conditions: the building is to be used for storage only, the building meets the Mechanical Code, if a floor drain is installed, it must meet the Plumbing Code, no outside storage, all surfaces that a vehicle can drive on need to be a Code approved hard surface, planting at least two conifer trees near the southwest corner of the building to provide sufficient screening between the church property and the residential property south of the building and meeting all State, County and City Codes. All present in favor, motion carried.

- 5.2 Brian Larson of Classic Construction Services, on behalf of Dercon Construction Services, Inc., requesting Commercial Site Plan approval for the construction of an office warehouse building at Lot 2, Block 1, Fox Tail Ridge - 14961 Aberdeen Street NE

Motion by Doyle, seconded by Van Kirk, to approve the request of Brian Larson of Classic Construction Services, on behalf of Dercon Construction Services, Inc., for Commercial Site Plan approval to construct an office warehouse building at Lot 2, Block 1, Fox Tail Ridge - 14961 Aberdeen Street NE, subject the building being used for office/warehouse only, trucks unloading or loading shall not block any portion of Aberdeen Street NE at any time, no on-street parking is allowed, no outside storage, all fencing is to meet City Code, all trash containers are to be screened as required by City Code, screening is to be provided in areas abutting residential property as required by Article 11-1853(A) of City Code, screening material must be approved by the Building Official, meeting the requirements of the City Engineer, obtaining a Coon Creek Watershed District (CCWD) permit and National Pollutant Discharge Elimination System (NPDES) permit before groundwork can begin, operating hours of 7:30 am to 5:30 pm Monday through Friday and meeting all State, County and City requirements. All present in favor, motion carried. The Planning Commission had discussed the need for an encroachment agreement, and it has been found to not be required or allowed by city code.

- 5.3 Nate Byom of Kwik Trip, Inc requesting Commercial Site Plan approval for the construction of convenience store (retail facility), with 10 fuel dispensers, at proposed Lot 1, Block 1, Elwell Commercial Park at the northwest corner of 143rd Avenue NE and Highway 65 NE

Motion by Doyle, seconded by Van Kirk, to concur with the Planning Commission and approve the request of Nate Byom, of Kwik Trip, Inc, for Commercial Site Plan approval for the construction of a 9,100 square foot convenience store (retail facility), with 10 fuel dispensers, at proposed Lot 1, Block 1, Elwell Commercial Park at the northwest corner of 143rd Avenue NE and Highway 65 NE subject to the recording of the plat of Elwell Commercial Park with Anoka County and Kwik Trip, Inc. providing proof of ownership of Lot 1, Block 1, before a building permit is issued, the septic design passing plan review, obtaining a Coon Creek Watershed District (CCWD) permit and National Pollutant Discharge Elimination System (NPDES) permit before groundwork begins, all exterior lighting meeting City Code requirements, meeting the requirements of the City Engineer, and meeting all State, County and City Code requirements. All present in favor, motion carried. Lisa Wadsen, Real Estate Development Manager for Kwik Trip, Inc., was present and stated that Kwik Trip engages heavily with community and she thanked Ham Lake. Ms. Wadsen stated that the proposed store will be a Generation 3 model that includes a full produce area, full seating area, 2 self-checkouts and an expanded kitchen. Ms. Wadsen stated that the store will have 25 to 40 employees, and all employees are offered profit sharing. Ms. Wadsen stated that construction will begin at the end of June 26, 2026 and the store will be open by years end. The City Council thanked Ms. Wadsen.

6.0 ECONOMIC DEVELOPMENT AUTHORITY – None

7.0 APPEARANCES – None

8.0 CITY ATTORNEY – None

9.0 CITY ENGINEER – None

10.0 CITY ADMINISTRATOR – None

11.0 COUNCIL BUSINESS

11.1 Committee Reports

Councilmember Van Kirk stated that a Road Committee Meeting was held prior to the City Council meeting.

11.2 Announcements and future agenda items – None

Acting Mayor Parranto called a recess at 6:13 p.m. to conduct a closed meeting.

CLOSED MEETING - pursuant to Minn. Stat. Sec. 13D.05, subd 3(c), to discuss the sale of city owned property PIN 32-32-23-43-0026) (during a recess of the regularly scheduled City Council meeting).

Acting Mayor Parranto called the closed meeting to order at 6:14 p.m.

Motion by Van Kirk, seconded by Doyle, to adjourn the closed meeting at 6:24 p.m. and the City Council reconvened.

Motion by Parranto, seconded by Van Kirk, to adjourn the City Council meeting at 6:25 p.m. All present in favor, motion carried.

Dawnette Shimek, Deputy City Clerk

CITY OF HAM LAKE
CLAIMS SUBMITTED TO COUNCIL
November 3, 2025

CITY OF HAM LAKE

EFTS, CHECKS, AND BANK DRAFTS		10/21/25 - 11/03/2025	
EFT	# 2406 - 2412	\$	28,982.32
REFUND CHECKS	#67605 - 67608	\$	2,650.00
CHECKS	# 67609 - 67640	\$	618,833.12
BANK DRAFTS	DFT0002977 - DFT0002980	\$	30,514.39
TOTAL EFTS, CHECKS, AND BANK DRAFTS		\$	680,979.83
PAYROLL CHECKS			
10/31/25	Direct Deposits	\$	49,049.40
TOTAL PAYROLL CHECKS		\$	49,049.40
VOID CHECKS			
CHECKS			
ZERO CHECKS	#67636, 67637	\$	-
ZERO EFT	#2413	\$	-
BANK DRAFT REVERSAL			
TOTAL VOIDS		\$	-
TOTAL OF ALL PAYMENTS		\$	730,029.23

APPROVED BY THE HAM LAKE CITY COUNCIL THIS 3RD DAY OF NOVEMBER 2025

MAYOR

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER



City of Ham Lake, MN

Refund Check Register

Packet: ARPKT01567 - 10/23/25 TRUST REFUNDS

Refund Detail

Account Number	Name	Check Date	Check Number	Amount
	** VOID **	10/23/2025	67605	0.00
00755	MARGARET KLOBE	10/23/2025	67606	150.00
	** VOID **	10/23/2025	67607	0.00
00626	EKN PROPERTIES	10/23/2025	67608	2,500.00
Total Refund Amount:				2,650.00

Revenue Totals

Revenue Code	Total Distribution
TRUST DEPOSITS - TRUST DEPOSITS	2,650.00
Revenue Totals:	2,650.00

General Ledger Distribution

Posting Date: 10/23/2025

Account Number	Account Name	Posting Amount	IFT
Fund: 890 - TRUST FUND			
890-10101	Cash-claim on pooled cash	-2,650.00	Yes
890-11501	Misc receivables	2,650.00	
890 Total:		0.00	
Fund: 999 - POOLED CASH			
999-10100	Pooled Cash	-2,650.00	
999-20702	Due to other funds	2,650.00	Yes
999 Total:		0.00	
Distribution Total:		0.00	



City of Ham Lake, MN

Council Approval List

By (None)

Payment Dates 10/21/2025 - 11/3/2025

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
2406	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-43101-2210	141.73
2406	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-44101-2210	59.08
2406	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-43101-2210	141.73
2406	CINTAS CORP	UNIFORMS	Clothing & personal protectiv	100-44101-2210	59.08
2407	CMT JANITORIAL SERVICES	SHERIFF'S OFFICE CLEANING	Cleaning service	100-41702-3430	153.00
2407	CMT JANITORIAL SERVICES	CITY HALL CLEANING	Cleaning service	100-41702-3430	612.00
2407	CMT JANITORIAL SERVICES	FIRE #3	Cleaning service	100-42202-3430	387.00
2407	CMT JANITORIAL SERVICES	FIRE #2 CLEANING	Cleaning service	100-42202-3430	151.00
2407	CMT JANITORIAL SERVICES	FIRE #1 CLEANING	Cleaning service	100-42202-3430	161.00
2407	CMT JANITORIAL SERVICES	PW CLEANING	Cleaning service	100-43104-3430	148.00
2407	CMT JANITORIAL SERVICES	SR CENTER CLEANING	Cleaning service	100-44202-3430	300.00
2408	DELTA DENTAL PLAN OF MINN	NOV COBRA - DK	COBRA receivable	100-11502	52.06
2408	DELTA DENTAL PLAN OF MINN	NOV DENTAL	Dental Insurance	100-21711	906.47
2409	FES, INC	(9) BUNKER BOOTS	Clothing & personal protectiv	100-42201-2210	2,904.99
2410	LITTLE FALLS MACHINE INC	#93 PLOW PARTS	Vehicle parts & supplies	100-43101-2340	316.80
2410	LITTLE FALLS MACHINE INC	CHAIN LIFT ASSEMBLIES	Operating supplies	100-43101-2290	259.19
2411	O'REILLY AUTOMOTIVE STORE	#79 FUEL FILTER	Vehicle parts & supplies	100-43101-2340	47.10
2411	O'REILLY AUTOMOTIVE STORE	#63 TRANSMISSION FLUID	Vehicle parts & supplies	100-43101-2340	32.99
2411	O'REILLY AUTOMOTIVE STORE	#58 HEPA FILTER	Vehicle parts & supplies	100-43101-2340	19.91
2411	O'REILLY AUTOMOTIVE STORE	#63 TRASMISSION FLUID	Vehicle parts & supplies	100-43101-2340	32.99
2411	O'REILLY AUTOMOTIVE STORE	#63 TRANSMISSION FLUID	Vehicle parts & supplies	100-43101-2340	-32.99
2411	O'REILLY AUTOMOTIVE STORE	AIR TANK	Small tools	100-43101-2410	53.99
2412	RFC ENGINEERING, INC.	TWIN BIRCH ACRES	Engineering	431-43301-3135	30.28
2412	RFC ENGINEERING, INC.	MEADOW PARK RECONSTRUC	Engineering	431-43301-3135	9.56
2412	RFC ENGINEERING, INC.	CROSTOWN BUSINESS PARK	Engineering	262-46101-3135	4,872.39
2412	RFC ENGINEERING, INC.	COUNCIL MEETINGS	Engineering	100-41101-3135	45.43
2412	RFC ENGINEERING, INC.	PLANNING/POTENTIAL DEVEL	Engineering	100-41101-3135	423.98
2412	RFC ENGINEERING, INC.	NORTH COUNTRY RV VACATIO	Engineering	100-41601-3135	408.82
2412	RFC ENGINEERING, INC.	PLANNING COMMISSION MEE	Engineering	100-41601-3135	121.14
2412	RFC ENGINEERING, INC.	L3B1 MAJESTIC VIEW PARKIN	Engineering	100-41601-3135	317.98
2412	RFC ENGINEERING, INC.	ROAD COMMITTEE MEETING	Engineering	100-43101-3135	90.85
2412	RFC ENGINEERING, INC.	WACONIA ST/COON CREEK BL	Engineering	100-43103-3135	30.28
2412	RFC ENGINEERING, INC.	HAM LAKE STORM NETWORK	Engineering	100-43103-3135	2,197.11
2412	RFC ENGINEERING, INC.	2025 REHAB	Engineering	431-43301-3135	127.49
2412	RFC ENGINEERING, INC.	COUNTY DITCH #58	Engineering	431-43301-3135	172.10
2412	RFC ENGINEERING, INC.	CSAH 116/BUNKER LAKE BOU	Engineering	431-43301-3135	196.84
2412	RFC ENGINEERING, INC.	HIDDEN FOREST EAST PARK -	Engineering	440-44103-3135	35.00
2412	RFC ENGINEERING, INC.	HIDDEN FOREST EAST PARK -	Engineering	440-44103-3135	184.87
2412	RFC ENGINEERING, INC.	HIDDEN FOREST EAST 4TH	Engineering	890-90001-3135	143.41
2412	RFC ENGINEERING, INC.	TRACTOR SUPPLY	Engineering	890-90001-3135	560.25
2412	RFC ENGINEERING, INC.	L1 B2 FOX TAIL RIDGE (DERCO	Engineering	890-90001-3135	287.69
2412	RFC ENGINEERING, INC.	ELWELL FARMS 2ND	Engineering	890-90001-3135	566.63
2412	RFC ENGINEERING, INC.	ELWELL COMMERCIAL PARK	Engineering	890-90001-3135	715.61
2412	RFC ENGINEERING, INC.	SOUTH SHORE ESTATES 2ND	Engineering	890-90001-3135	774.95
2412	RFC ENGINEERING, INC.	COOL AIR	Engineering	890-90001-3135	281.29
2412	RFC ENGINEERING, INC.	ELWELL FARMS	Engineering	890-90001-3135	937.24
2412	RFC ENGINEERING, INC.	KOHLER SKETCH	Engineering	890-90001-3135	2,874.59
2412	RFC ENGINEERING, INC.	SWEDISH CHAPEL ESTATES	Engineering	890-90001-3135	19.12
2412	RFC ENGINEERING, INC.	HARMONEY ESTATES 3RD	Engineering	890-90001-3135	3,514.50
2412	RFC ENGINEERING, INC.	15155 UNIVERSITY AVE LOT LI	Engineering	890-90001-3135	458.92
2412	RFC ENGINEERING, INC.	NORTH METRO STORAGE - RO	Engineering	890-90001-3135	121.13
2412	RFC ENGINEERING, INC.	KWIK TRIP	Engineering	890-90001-3135	30.28
2412	RFC ENGINEERING, INC.	GROUP PERMIT BILLING	Engineering	100-43501-3135	666.23
2412	RFC ENGINEERING, INC.	143RD AVENUE	Engineering	431-43301-3135	19.12

Council Approval List

Payment Dates: 10/21/2025 - 11/3/2025

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
2412	RFC ENGINEERING, INC.	W FRONT RD S OF CONSTANC	Engineering	431-43301-3135	840.12
67609	A-1 EXCAVATING LLC	CROSSTOWN BUSINESS PARK	Contractors	262-46101-3810	555,512.52
67610	ALEX AIR APPARATUS 2 LLC	FIRE #1 COMPRESSOR TESTIN	Equipment repair & maintena	100-42201-3440	869.23
67610	ALEX AIR APPARATUS 2 LLC	FIRE #2 COMPRESSOR TESTIN	Equipment repair & maintena	100-42201-3440	1,144.36
67610	ALEX AIR APPARATUS 2 LLC	FIRE #3 COMPRESSOR TESTIN	Equipment repair & maintena	100-42201-3440	869.23
67611	ALLIED BLACKTOP CO.	CRACK SEALING	Blacktop maintenance	100-43101-3410	27,167.20
67612	ANOKA COUNTY TREASURY D	OCT BROADBAND CITY HALL C	Internet & website	100-41707-3220	37.50
67612	ANOKA COUNTY TREASURY D	OCT BROADBAND FIRE #2	Internet	100-42201-3220	75.00
67613	CARGILL SALT DIVISION	47.51 ST ENHANCED DEICER	Salt & sand	100-43102-2710	6,294.60
67614	CITY OF COLUMBUS	SIGNAL LEXINGTON & BROAD	Electricity	100-43401-3610	25.56
67615	CITY OF ST PAUL	4 TN ASPHALT MIX	Street repair & maintenance s	100-43101-2330	302.68
67616	COMCAST BUSINESS	NOV FIRE #1 ADD'L CABLE BO	Rentals-other	100-42201-3390	11.32
67617	COON CREEK WATERSHED DIS	PERF ESCROW HIDDEN FORES	Performance escrows receiva	440-11503	5,935.00
67618	DEAN BITTNER	CANCELLED PERMIT #2025-01	Surcharge	100-22801	1.00
67618	DEAN BITTNER	CANCELLED PERMIT #2025-01	Other construction permits	100-32202	150.00
67619	DEARBORN LIFE INS CO	NOV VOL LIFE	Life Insurance	100-21714	204.00
67619	DEARBORN LIFE INS CO	NOV LIFE	Life Insurance	100-21714	53.28
67620	FIRE INSTRUCTION & RESCUE	CHIMNEY FIRES	Training/conferences/schools	100-42201-3510	900.00
67621	HAM LAKE HARDWARE INC	#52 GORILLA BLACK PERMAN	Vehicle parts & supplies	100-43101-2340	13.99
67622	HAM LAKE HAULERS INC	2ND QTR RECYCLING	Waste management & recycli	231-43601-3630	8,127.50
67623	JUAN CABRAL	SAFETY BOOTS	Clothing & personal protectiv	100-43101-2210	150.00
67624	LEPAGE & SONS INC	10/14 YARDWASTE	Waste management & recycli	231-43601-3630	482.00
67625	LOE'S OIL COMPANY	OIL FILTER DISPOSAL	Operating supplies	100-43101-2290	35.00
67626	MACQUEEN EQUIPMENT/MA	MSA COUPLING NUTS	Equipment parts & supplies	100-42201-2320	59.94
67626	MACQUEEN EQUIPMENT/MA	#52 GASKET, HOSES, ENDS, CL	Vehicle parts & supplies	100-43101-2340	1,020.41
67627	MCCLELLAN SALES INC	SWEATSHIRTS	Safety supplies	100-43101-2240	350.00
67628	MENARDS-BLAINE	BROOM, MAGNETS	Operating supplies	100-43101-2290	21.85
67629	MINNESOTA EQUIPMENT	#62 DRIVESHAFT, TIRE, HUB C	Equipment parts & supplies	100-44101-2320	736.69
67629	MINNESOTA EQUIPMENT	#62 ARM, WHEEL KIT, MOWE	Equipment parts & supplies	100-44101-2320	931.29
67630	NEWMAN TRAFFIC SIGNS INC	POSTS	Street signs	100-43401-2250	548.61
67631	OCCUPATIONAL HEALTH CENT	DRUG TESTING	Personnel testing & recruitme	100-43101-3150	206.00
67631	OCCUPATIONAL HEALTH CENT	DRUG TESTING	Personnel testing & recruitme	100-44101-3150	73.00
67632	SUMMIT COMPANIES	RESIDENT EXTINGUISHERS NI	Fire Extinguisher	100-20203	6.25
67632	SUMMIT COMPANIES	RESIDENT EXTINGUISHERS CH	Fire Extinguisher	100-20203	6.25
67632	SUMMIT COMPANIES	RECHARGE FIRE EXTINGUISHE	Equipment repair & maintena	100-42201-3440	79.70
67633	TASC	NOV COBRA ADMINISTRATIO	Other professional services	100-41701-3190	43.30
67633	TASC	DEC COBRA ADMINISTRATION	Other professional services	100-41701-3190	43.30
67634	TURFWERKS	#65 FILTERS, FAN	Equipment parts & supplies	100-44101-2320	1,296.59
67635	US BANK CORPORATE PAYME	IOS-calendar-NW	Office supplies	100-41201-2110	5.11
67635	US BANK CORPORATE PAYME	ZOOM-zoom-NW	Dues & subscriptions	100-41201-3920	14.69
67635	US BANK CORPORATE PAYME	AMAZON-corkboard DS-NW	Office supplies	100-41301-2110	137.99
67635	US BANK CORPORATE PAYME	HOME DEPOT-corkboard DS-N	Office supplies	100-41301-2110	187.05
67635	US BANK CORPORATE PAYME	IOS-corkboard DS-NW	Office supplies	100-41301-2110	99.22
67635	US BANK CORPORATE PAYME	IOS-calendar-NW	Office supplies	100-41301-2110	10.64
67635	US BANK CORPORATE PAYME	AMAZON-corkboard DS-NW	Office supplies	100-41301-2110	-137.99
67635	US BANK CORPORATE PAYME	AMAZON-pc camera sk-NW	Office supplies	100-41401-2110	15.99
67635	US BANK CORPORATE PAYME	IOS-tape dispenser, post-its-N	Office supplies	100-41701-2110	10.20
67635	US BANK CORPORATE PAYME	IOS-calendar, pens-NW	Office supplies	100-41701-2110	30.95
67635	US BANK CORPORATE PAYME	AMAZON-door stoppers-NW	Operating supplies	100-41701-2290	-25.44
67635	US BANK CORPORATE PAYME	AMAZON-surge protector-NW	Operating supplies	100-41701-2290	23.99
67635	US BANK CORPORATE PAYME	AMAZON-dishwasher pods-N	Operating supplies	100-41701-2290	19.94
67635	US BANK CORPORATE PAYME	AMAZON-door stoppers-NW	Operating supplies	100-41701-2290	25.44
67635	US BANK CORPORATE PAYME	PANTEON-website-NW	Internet & website	100-41707-3220	350.00
67635	US BANK CORPORATE PAYME	FIRE SAFETY USA-Structure gl	Clothing & personal protectiv	100-42201-2210	712.60
67635	US BANK CORPORATE PAYME	HOLIDAY-Propane for fire prev	Fuel	100-42201-2230	21.61
67635	US BANK CORPORATE PAYME	HOLIDAY- NONOxy Fuel -MR	Fuel	100-42201-2230	20.57
67635	US BANK CORPORATE PAYME	HOLIDAY-NON Oxy fuel E2 eq	Fuel	100-42201-2230	15.49
67635	US BANK CORPORATE PAYME	AMAZON-3.6v batteries-NW	Operating supplies	100-42201-2290	37.38
67635	US BANK CORPORATE PAYME	AMAZON-6v batteries-NW	Operating supplies	100-42201-2290	21.99
67635	US BANK CORPORATE PAYME	AED US-Battery for AED-MR	Equipment parts & supplies	100-42201-2320	446.16

Council Approval List

Payment Dates: 10/21/2025 - 11/3/2025

Payment Number	Vendor Name	Description (Item)	Account Name	Account Number	Amount
67635	US BANK CORPORATE PAYME	FIRE SAFETY USA-Glass saw bl	Equipment parts & supplies	100-42201-2320	55.02
67635	US BANK CORPORATE PAYME	MFSCB-FF licenses-MR	Professional licenses & certific	100-42201-3520	1,032.50
67635	US BANK CORPORATE PAYME	IOS-calendars-NW	Office supplies	100-42401-2110	30.27
67635	US BANK CORPORATE PAYME	IOS-folders-NW	Office supplies	100-42401-2110	51.06
67635	US BANK CORPORATE PAYME	AMAZON-phone cord detangl	Operating supplies	100-42401-2290	8.54
67635	US BANK CORPORATE PAYME	IOS-calendar-NW	Office Supplies	100-43101-2110	19.36
67635	US BANK CORPORATE PAYME	AMAZON-screen protector-N	Operating supplies	100-43101-2290	15.42
67635	US BANK CORPORATE PAYME	AMAZON-charger-NW	Operating supplies	100-43101-2290	11.99
67635	US BANK CORPORATE PAYME	AMAZON-screen protector-N	Operating supplies	100-43101-2290	-7.83
67638	VERIZON WIRELESS	AM	Phones/radios/pagers	100-41701-3210	53.25
67638	VERIZON WIRELESS	MR	Phones/radios/pagers	100-42201-3210	38.41
67638	VERIZON WIRELESS	5 FIRE SURFACE PROS	Phones/radios/pagers	100-42201-3210	100.10
67638	VERIZON WIRELESS	TD, MJ & 2 LAPTOPS	Phones/radios/pagers	100-42401-3210	156.84
67638	VERIZON WIRELESS	JK, JW, JC, CS, EH, & 2 LAPTOP	Phones/radios/pagers	100-43101-3210	275.06
67638	VERIZON WIRELESS	JS	Phones/radios/pagers	100-44101-3210	38.41
67638	VERIZON WIRELESS	DH, AC	Phones/radios/pagers	100-44101-3210	76.82
67639	VIKING ELECTRIC SUPPLY INC	BULBS	Building repair & maintenanc	100-43104-2310	989.60
67639	VIKING ELECTRIC SUPPLY INC	BULBS	Building repair & maintenanc	100-43104-2310	-989.60
67639	VIKING ELECTRIC SUPPLY INC	BULBS	Building repair & maintenanc	100-41702-2310	102.98
67639	VIKING ELECTRIC SUPPLY INC	BULBS	Building repair & maintenanc	100-41702-2310	289.88
67639	VIKING ELECTRIC SUPPLY INC	BULBS	Building repair & maintenanc	100-41702-2310	-102.98
67640	WICK COMMUNICATIONS CO-	NOV HAM LAKER	Printing	211-41704-3970	760.29
DFT0002977	IRS-Payroll Tax	Federal Withholding	Federal WH/FICA/MC	100-21701	6,259.04
DFT0002977	IRS-Payroll Tax	Medicare Payable	Federal WH/FICA/MC	100-21701	2,022.18
DFT0002977	IRS-Payroll Tax	Social Security Payable	Federal WH/FICA/MC	100-21701	8,041.42
DFT0002978	MN STATE DEPT OF REVENUE-	MN State Withholding	State W/H	100-21702	2,745.13
DFT0002979	PERA	Retirement-Coordinated	PERA	100-21703	7,451.86
DFT0002979	PERA	Retirement-Elected Officials	PERA	100-21703	40.84
DFT0002979	PERA	Retirement-Police & Fire	PERA	100-21703	1,318.92
DFT0002980	VOYA	Deferred Compensation	Deferred compensation	100-21704	2,585.00
DFT0002980	VOYA	Roth IRA	Deferred compensation	100-21704	50.00

Grand Total: **678,329.83**

Report Summary**Fund Summary**

Fund	Payment Amount
100 - GENERAL	89,739.14
211 - HAM LAKER	760.29
231 - RECYCLING	8,609.50
262 - HAM LAKE EDA	560,384.91
431 - REVOLVING STREET	1,395.51
440 - PARK & BEACH LAND	6,154.87
890 - TRUST FUND	11,285.61
Grand Total:	678,329.83

Account Summary

Account Number	Account Name	Payment Amount
100-11502	COBRA receivable	52.06
100-20203	Fire Extinguisher	12.50
100-21701	Federal WH/FICA/MC	16,322.64
100-21702	State W/H	2,745.13
100-21703	PERA	8,811.62
100-21704	Deferred compensation	2,635.00
100-21711	Dental Insurance	906.47
100-21714	Life Insurance	257.28
100-22801	Surcharge	1.00
100-32202	Other construction per	150.00
100-41101-3135	Engineering	469.41
100-41201-2110	Office supplies	5.11
100-41201-3920	Dues & subscriptions	14.69
100-41301-2110	Office supplies	296.91
100-41401-2110	Office supplies	15.99
100-41601-3135	Engineering	847.94
100-41701-2110	Office supplies	41.15
100-41701-2290	Operating supplies	43.93
100-41701-3190	Other professional servi	86.60
100-41701-3210	Phones/radios/pagers	53.25
100-41702-2310	Building repair & mainte	289.88
100-41702-3430	Cleaning service	765.00
100-41707-3220	Internet & website	387.50
100-42201-2210	Clothing & personal prot	3,617.59
100-42201-2230	Fuel	57.67
100-42201-2290	Operating supplies	59.37
100-42201-2320	Equipment parts & suppl	561.12
100-42201-3210	Phones/radios/pagers	138.51
100-42201-3220	Internet	75.00
100-42201-3390	Rentals-other	11.32
100-42201-3440	Equipment repair & mai	2,962.52
100-42201-3510	Training/conferences/sc	900.00
100-42201-3520	Professional licenses & c	1,032.50
100-42202-3430	Cleaning service	699.00
100-42401-2110	Office supplies	81.33
100-42401-2290	Operating supplies	8.54
100-42401-3210	Phones/radios/pagers	156.84
100-43101-2110	Office Supplies	19.36
100-43101-2210	Clothing & personal prot	433.46
100-43101-2240	Safety supplies	350.00
100-43101-2290	Operating supplies	335.62
100-43101-2330	Street repair & mainten	302.68
100-43101-2340	Vehicle parts & supplies	1,451.20
100-43101-2410	Small tools	53.99
100-43101-3135	Engineering	90.85
100-43101-3150	Personnel testing & recr	206.00

Account Summary

Account Number	Account Name	Payment Amount
100-43101-3210	Phones/radios/pagers	275.06
100-43101-3410	Blacktop maintenance	27,167.20
100-43102-2710	Salt & sand	6,294.60
100-43103-3135	Engineering	2,227.39
100-43104-2310	Building repair & mainte	0.00
100-43104-3430	Cleaning service	148.00
100-43401-2250	Street signs	548.61
100-43401-3610	Electricity	25.56
100-43501-3135	Engineering	666.23
100-44101-2210	Clothing & personal prot	118.16
100-44101-2320	Equipment parts & suppl	2,964.57
100-44101-3150	Personnel testing & recr	73.00
100-44101-3210	Phones/radios/pagers	115.23
100-44202-3430	Cleaning service	300.00
211-41704-3970	Printing	760.29
231-43601-3630	Waste management & r	8,609.50
262-46101-3135	Engineering	4,872.39
262-46101-3810	Contractors	555,512.52
431-43301-3135	Engineering	1,395.51
440-11503	Performance escrows re	5,935.00
440-44103-3135	Engineering	219.87
890-90001-3135	Engineering	11,285.61
	Grand Total:	678,329.83

Project Account Summary

Project Account Key	Payment Amount
None	107,720.04
201805-100	30.28
202002.083-140	555,512.52
202103-100	9.56
202111-100	4,872.39
202302.038-101	172.10
20250502.036-100	219.87
202505-100	19.12
202509-100	840.12
231001001	8,127.50
231004009	482.00
MISC-100	324.33
	Grand Total:
	678,329.83



City of Ham Lake, MN

EFT Payroll Check Register Report Summary

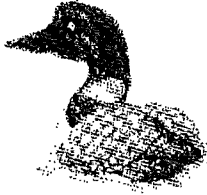
Pay Period: 10/12/2025-10/25/2025

Packet: PYPKT01815 - PPE 10/25/25 PAID 10/31/25

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	77	49,049.40
Total	77	49,049.40

Meeting Date: November 3, 2025



CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Dawnette Shimek, Deputy City Clerk

Subject: Fireworks Contract

Introduction/Discussion:

Attached is a three-year contract with Minnesota Pyrotechnics, LLC. I have confirmed with the Ham Lake Area Chamber of Commerce that the dates coincide with the annual Freedom Festival. The scheduled dates are Saturday, June 27, 2026; Saturday, June 26, 2027; and Saturday, June 24, 2028. In case of inclement weather or conditions that prevent the fireworks display on the scheduled dates, the fireworks display will take place the next day (Sunday).

The cost in the contract for each display will be \$12,000, this amount has remained the same since the year 2023 (the 2022 contract was for \$10,000). In speaking with James Baxter from Minnesota Pyrotechnics, LLC, if the cost of fireworks increase, the fireworks display would be adjusted so that costs are covered or the City could expect the cost to go up approximately 5% a year.

Recommendation:

I recommend approval of the contract with Minnesota Pyrotechnics for the fireworks display to be held at Ham Lake Lion's Park, 1220 157th Avenue NE on Saturday, June 27, 2026; Saturday, June 26, 2027; and Saturday, June 24, 2028, with the costs being taken out of the city's general fund.

Sponsor: City of Ham Lake
Location: Lions Park, Ham Lake

Date: October 20, 2025



FIREWORKS SHOW CONTRACT

This Contract entered into this 20th day of October 2025, engages the services of Minnesota Pyrotechnics, LLC to produce and perform a fireworks display under the following terms:

1. Minnesota Pyrotechnics, LLC reserves the right to make substitutions as reasonably necessary. All substitutions will be of equal or greater quality, quantity and value.
2. Minnesota Pyrotechnics, LLC shall provide qualified pyrotechnicians who will deliver, set-up, execute and take down the fireworks display. The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded or defective fireworks. The extent of such search shall be reasonably dictated by such elements as prevailing weather conditions, location of display sight, time of completion of display, etc.
3. Minnesota Pyrotechnics, LLC shall provide Liability Insurance (Including spectator and property coverage) in the amount of \$1,000,000.00 naming the Sponsor as an additional insured.
4. The cost of each display will be **\$12,000.00** at the time of signing of this contract, Sponsor will pay a **nonrefundable deposit amount of 50% (\$6,000)** The remaining balance will be paid by Sponsor prior to the displays being fired.
5. The dates of the display will be **Saturday, June 27, 2026, Saturday, June 26, 2027, Saturday, June 24, 2028** at **Dark**. In the event inclement weather forces the cancellation of the display, Sponsor will pay 10% of the contract total to cover expenses of redisplaying the display. If the display is not rescheduled, Sponsor will pay 20% of the contract total for transportation, labor and restocking charges. The decision to proceed with the display based upon inclement weather shall be made by the Sponsor. Minnesota

Pyrotechnics, LLC shall have complete authority to cancel the display if, in the reasonable opinion of Minnesota Pyrotechnics, LLC, the safety, health, and well-being of the pyrotechnicians and/or spectators or property would be jeopardized by proceeding with the display.

6. Sponsor shall procure and furnish a suitable location for the fireworks display in accordance with NFPA 1123, and shall secure all police, fire, local and state permits, and shall arrange for all security bonds as required by law for the location of the display. Sponsor shall furnish all necessary police, fire and other appropriate protection necessary for proper crowd control, automobile parking, and supervision in clearing of debris after the display.
7. Sponsor explicitly acknowledges that an early morning search of the grounds/location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found that were missed during the inspection the preceding evening, the Sponsor shall immediately notify Minnesota Pyrotechnics, LLC, and the local fire department.
8. Minnesota Pyrotechnics, LLC agrees to take all steps reasonably necessary to safeguard Sponsor's property and the property of the spectators. Should any losses occur, the Sponsor must notify Minnesota Pyrotechnics, LLC of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and shall provide as much detail as reasonably possibly in relation to the nature and extent of the loss.
9. Minnesota Pyrotechnics, LLC shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond Minnesota Pyrotechnics, LLC control.
10. This Contract shall be construed by the laws of the State of Minnesota. In the event that any court of competent jurisdiction deems any provision of this agreement unenforceable, the remaining provisions hereof shall remain in full force and effect.
11. The Sponsor shall pay to Minnesota Pyrotechnics, LLC all costs and expenses, including reasonable attorney's fees, incurred by Minnesota Pyrotechnics, LLC in enforcing the terms of this Contract.
12. Sponsor agrees to indemnify and hold harmless Minnesota Pyrotechnics, LLC for any and all costs and liabilities which Minnesota Pyrotechnics, LLC may incur as a result, or arising out of products not supplied by Minnesota

Pyrotechnics, LLC or the actions of individuals other than the pyrotechnicians and other employees of Minnesota Pyrotechnics, LLC.

13. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this Contract.

14. The party signing this document for the Sponsor warrants and represents that he/she is solely authorized to enter into this agreement on behalf of the Sponsor.

ADDITIONAL PROVISIONS:

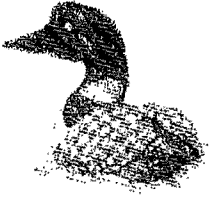
Minnesota Pyrotechnics, LLC

BY/DATE : James Baxter

SPONSOR: _____

BY/DATE: _____

Meeting Date: November 3, 2025



CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers
From: Denise Webster, City Administrator
Subject: Snow Plow/Ice Control Policy

Introduction/Discussion: There are no updates to the 2025-2026 Snow Plow/Ice Control Policy.

Recommendation: I recommend the approval of the Snow Plow/Ice Control Policy for the 2025-2026 season.



CITY OF HAM LAKE SNOW PLOWING/ICE CONTROL POLICY

I. PURPOSE AND NEED FOR POLICY

The City of Ham Lake, being a growing City, needs to annually review and adopt a policy regarding efficient and timely removal of snow and control of ice in order to best provide for safe travel for the greatest number of persons. This policy outlines the responsibility within the Public Works Department in order to accomplish this goal.

II. POLICY

Each year the Public Works Department prepares a map of the City showing the public street system. This map clearly delineates thoroughfare and local residential streets. The map is then divided into routes for purposes of snow and ice control.

Within each of the areas, the City has classified city streets based on the street function, relative traffic volume, and importance to the welfare of the community. Those streets classified as priority "A" streets will be plowed first. These are higher volume streets, which connect major sections of the city and provide access for emergency fire, police and medical services. The second priority streets (priority "B") are those streets providing access to schools and commercial businesses. The third priority streets (priority "C") are low volume residential streets. The fourth priority (priority "D") is cul-de-sacs and gravels. The fifth priority (priority "E") is City Park parking lots. (See Exhibit A).

III. PROCEDURES

The Public Works Superintendent or designated representative monitors the street conditions and notifies Public Works personnel of snow and ice conditions needing attention. Public Works personnel are notified in accordance with the Public Works Department Schedule for Emergency Calls. (See Exhibit B).

The Public Works Superintendent or designated representative monitors street conditions and is responsible for making the decision to call out personnel and equipment to begin snow and ice control operations.

IV. RESPONSIBILITY

The Public Works Superintendent or designated representative monitors the street conditions to determine the timing and amount of equipment and personnel necessary to clear the streets.

The Public Works Superintendent or designated representative has the responsibility of determining plow routes and sequencing of operations in accordance with priorities as established in Exhibit A. The superintendent shall retain the latitude to adjust sequencing or route assignments based on storm conditions, equipment availability and/or other conditions warranting changes.

It is the responsibility of each Snow Plow Operator in the Public Works Department to be aware of the department guidelines for Snow Plow Operators. (See Exhibit C). It is the Public Works Superintendents responsibility to discuss these guidelines as well as the entire Snow Plowing/Ice Control Policy with all Public Works personnel on an annual basis.

V. COMMENCEMENT OF OPERATIONS

Snow plowing and/or ice control operations shall commence under the direction of the Public Works Superintendent. In his absence a designated representative will consult and determine when and what operations will begin in accordance with provisions of Exhibit B attached.

In general, operations shall commence as follows:

- A. Snow accumulation of 2 inches, with continual snowfall, warrants commencement of plowing operations.
- B. Drifting of snow may warrant commencement of partial or full operations depending upon conditions.
- C. Icing of pavements may warrant partial or full operation depending upon extent and conditions.

VI. HOW SNOW WILL BE PLOWED

Snow shall be plowed in a manner so as to minimize traffic obstructions. The center of the roadway will be plowed first. The snow shall then be pushed from left to right with the discharge going onto the boulevard area of the right-of-way. It is the goal of Public Works to have the street system cleaned after a “typical” snowfall in approximately 12 hours. Depending on snowfall conditions and duration of the storm, cleanup operations can widely fluctuate.

VII. USE OF SAND AND SALT

The City is concerned about the effect of sand and salt on the environment and will limit its use for that reason and will not require bare pavement during winter conditions on streets other than priority “A”. Application of the sand/salt mixture is generally limited to priority “A” routes, steep grades and high-volume intersections. Application is limited on lower volume streets and cul-de-sac. The City cannot be responsible for damage to grass caused by the sand/salt mixture and therefore will not make repairs or compensate residents for salt damage to turf areas in the street right-of-way.

VIII. SUSPENSION OF OPERATIONS

Generally, operations shall continue until all roads are passable. Widening and clean up operations may continue immediately or on the following working day depending upon conditions and circumstances. Safety of the plow operators and the public is important. Therefore, snow plowing/removal operations may be terminated after 10-12 hours to allow personnel adequate time for rest. There may be instances when this is not possible depending on storm conditions and other circumstances. Factors that may delay snow and ice control operations include: severe cold, significant winds and limited visibility. Any decision to suspend operations shall be made by the Public Works Superintendent or designated representative and shall be based on the conditions of the storm. The City will still provide access for emergency fire, police and medical services during a major snow or ice storm.

IX. PROPERTY DAMAGE

Snow plowing and ice control operations can cause property damage even under the best of circumstances and care on the part of the operators. The major types of damage are to improvements in the City right-of-way, which extends approximately 15' beyond the curb location. The intent of the right-of-way is to provide room for snow storage, utilities and other City uses. However, certain private improvements such as mailboxes are required within this area. Therefore, the City will cooperate with the property owner to determine if the damage is the responsibility of the City and when it shall be the responsibility of the resident. The City accepts responsibility for mailboxes, which are allowed to be placed in the road right-of-way, if the damage is by physically being struck by a plow blade, wing, or other piece of equipment. Mailboxes should be constructed sturdily enough to withstand snow rolling off a plow or a wing. Therefore, damage resulting from snow is the responsibility of the resident. The City will repair or replace mailboxes in those instances where the City is responsible for the damage. To be properly placed, a mailbox should be installed so its bottom edge is 45” to 47” above street level; with the post 36” back from the curb or front of the box. That amount of clearance is needed to keep the plow’s wing from hitting the box. If there are any plastic newspaper tubes attached to the mailbox, they must be above 45” height requirement. Any mailbox installed or replaced

by the City shall use a swinging or swing away post system designed to minimize the risk of damage from snowplows. Sprinkler/Irrigation Systems placed in the curb right-of-way are not the responsibility of the City if damaged during snowplowing operations. Anything placed in the right-of-way will be at the owner's expense/risk.

Placement of Garbage/Recycling cans should be 2 feet behind the curb at the end of the driveway, not in the roadway.

In instances where there is a disagreement as to the source of the damage and the responsibility therefore, the Administrator and/or City Council shall determine the responsibility.

X. DRIVEWAYS AND SIDEWALKS

One of the most frequent and most irritable problems in removal of snow from public streets is the snow deposited in driveways during plowing operations. Snow being accumulated on the plow blade has no place to go but in the driveway. The driver's make every attempt to minimize the amount of snow deposited in driveways, but the amount can still be significant. City personnel does not provide driveway cleaning. All residents must be prepared to clear their own driveways. The City shovels sidewalks for government buildings and does not shovel and/or plow any other sidewalks or trails within the city.

Minnesota Highway Traffic Regulations

160.27 Sub (5) Misdemeanors:

It shall be unlawful to obstruct any highway or to deposit snow or ice thereon.

Do not plow, shovel, or blow snow onto or across any public street.

169.42 Sub (1)

No person shall throw, deposit, place, or dump upon any street or highway, any snow, ice, etc.

XI. MAIL DELIVERY

The snowplow operators make every effort to remove snow as close to the curb line as practical and to provide access to mailboxes for the Postal Department. However, it is not possible to provide perfect conditions and minimize damage to mailboxes with the size and type of equipment the City operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

A. MAILBOX DAMAGE

The responsibility to replace and repair damaged mailboxes shall be that of the homeowner unless the Public Works or Street Superintendent determines that the City was negligent. Any mailbox installed or replaced by the City shall use a swinging or swing away post system designed to minimize the risk of damage from snowplows. Any homeowner desiring a different style or design of mailbox must repair or replace the mailbox entirely at the homeowner's expense with no contribution from the City.

XII. COMPLAINTS

Complaints regarding snow and ice control or damage shall be taken during normal working hours and handled in accordance with the City's complaint procedures. Complaints involving access to property or problems requiring immediate attention shall be handled on a priority basis. Response time should not exceed twenty-four (24) hours for any complaint. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly. It is the City's intention to log all complaints and upgrade this policy as necessary in consideration of the constraints of our resources.

EXHIBIT A PLOWING/SANDING PRIORITIES

PRIORITY "A"

Streets with greatest priority, including government buildings, emergency fire, police and medical services

PRIORITY "B"

Streets providing access to schools and commercial property

PRIORITY "C"

Lower volume residential streets

PRIORITY "D"

Cul-de-sacs and gravel roads

Since there are a high number of cul-de-sacs in the city, it takes a while for the smaller equipment to completely remove snow from them. The large snowplow may clear a portion of the street first, then the cul-de-sac equipment will complete the clean-up. Main city streets are cleared first with large plows before the smaller equipment begins clearing cul-de-sacs. Reminder to keep cul-de-sacs clear of all sports equipment such as hockey nets and basketball hoops. Plow operators cannot leave the vehicle to move objects left in the road.

PRIORITY "E"

City Park parking lots are NOT required to stay open during winter months and most will not be plowed. The outdoor ice rink is cleared and maintained as quickly as possible after a snow event. Plowing streets is our priority before clearing the ice rink.

EXHIBIT B SNOW AND ICE REMOVAL

SNOW PLOWING/WIDE-SPREAD HAZARDOUS ROAD CONDITIONS - EMERGENCY NOTIFICATION OF PUBLIC WORKS

In the event of snowfall in excess of 2" or widespread hazardous road conditions where plowing or sanding throughout the community is necessary, the Public Works Superintendent shall call public works personnel as follows:

- A. For snowfall accumulation exceeding 2", by 3:00 A.M. for a 4:00 A.M. commencement of snow plowing operation.
- B. By 5:00 A.M. for a 6:00 A.M. commencement of citywide sanding operations.

This will allow the Public Works Department to prepare the streets for morning rush hour traffic.

Public Works will attempt every day to leave the streets in good winter driving condition when they go out of service at 4:30 P.M.

Public Works personnel are also on-call 24 hours a day to respond to salt/sand because of ice or snowfalls of 2 inches or less as directed by the Public Works Superintendent or designated representative.

EXHIBIT C
GUIDELINES FOR SNOW PLOW OPERATORS

1. Operators will be required to be on stand-by and able to report to work within one and one-half hours' notice from November 15th to March 15th unless arrangements are made with the Public Works Superintendent or designated representative.
2. Operators will be responsible for the vehicle they are assigned to. This includes completing a daily maintenance and equipment check before and after each shift and reporting all deficiencies to the Public Works Superintendent. During snowplowing operations any and all downtime or breakdowns will be reported to the Public Works Superintendent or designated representative.
3. No snow removal vehicles shall be parked with less than three-quarters tank of fuel.
4. Operators shall not assist stranded vehicles by pushing, pulling or jump-starting. Operators may assist by calling for help, offering sand, or offering a helping hand.
5. To minimize damage, no equipment will exceed twenty miles per hour in residential areas.
6. The City recognizes that snowplow operators are exempt from traffic regulations set forth in Minnesota Statutes, Chapter 169 while actually engaged in work on streets and highways, except for regulations related to driving while impaired and the safety of school children. Pursuant to this authority, snowplow operators engaged in snow removal or ice control on streets or highways have discretion to disregard traffic laws set forth in Chapter 169, except for laws relating to impaired driving and school children safety, when in their judgment, it is safe to disregard such laws. The privileges granted herein to snow removal and ice control vehicles shall apply only if the vehicle is equipped with one lighted lamp displaying a flashing, oscillating or rotating amber or blue light placed in such a position on the vehicle as to be visible throughout an arc of 360 degrees. The foregoing provisions do not relieve the driver of an authorized snow removal or ice control vehicle from the duty to drive with due regard for the safety of all persons.
7. Operators will report all damage to the Public Works Superintendent or designated representative at the end of each shift.
8. When plowing and sanding is complete after each storm, salt/sand should be emptied from all trucks and all equipment should be cleaned and washed.
9. If the operator has completed assigned route, the operator will contact the Public Works Superintendent and will be assigned to assist with other routes.
10. Before the employee leaves at the end of their shift, they must wait until all employees have returned and are dismissed by the Public Works Superintendent or designated supervisor.
11. No plowing of private property or towing of vehicles will be permitted unless it directly affects traffic. Any questions should be directed to the Public Works Superintendent.
12. Every effort will be made not to damage mailboxes and trash containers or other structures in the right-of-way.

Adopted by the City Council November 19, 1990

Revised December 8, 1992

Revised November 1, 1993

Revised November 1, 1994

Revised November 1, 1995 (truck numbers and assignments)

Revised October 20, 1997

Revised October 13, 1998 (truck numbers and assignments)
Revised October 20, 1999 (truck numbers and assignments)
Revised November 3, 2000 (truck numbers and assignments)
Revised October 25, 2001 (truck numbers assignments and mailbox requirements)
Revised Fall 2002, 2003, 2004, 2005, 2006
Revised Fall 2007 (guidelines for snow plow operators: Exhibit C 6.)
Revised Fall 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019
Revised Winter 2023-2024
Revised Winter 2024-2025
Revised Winter 2025-2026 – No changes

Meeting Date: November 3, 2025

CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Andrea Murff, Finance/HR Director

Subject: Performance Escrow to Coon Creek Watershed District for Hidden Forest East Park's Muck Replacement

Introduction/Discussion:

At the October 27, 2025 Board of Managers of the Coon Creek Watershed District there was a conditional approval to grade and replace muck at the parking lot site at Hidden Forest East Pak. The actual permit to do the work has not yet been issued by Coon Creek Watershed District and prior to a permit issuance, the following conditions must be fulfilled:

1. Submittal of a performance escrow in the amount of \$5,935.00.
2. Update the soils and erosion control plan to include the following:
 - A. A note to stabilize soils and soil stockpiles within 24 hours of inactivity.
 - B. Provide a stabilized construction entrance.
 - C. A note to sweep streets at the end of each workday.

After issuance, the permit will include the following stipulations that will need to be fulfilled before permit closeout:

1. Submittal of grading as-builts for the project to confirm adequate floodplain compensatory storage has been provided.
2. The applicant must apply for coverage under the Minnesota Pollution Control Agency's (MPCA's) Construction Stormwater Permit (Permit No: MNR100001)

Due to the classification of the Park and Beach Fund, City Staff needs City Council to authorize a payment of \$5,935.00 to Coon Creek Watershed District for the performance escrow for Hidden Forest East Park muck replacement. These funds should be returned once the conditions and stipulations of the permit are in compliance with Coon Creek Watershed District.

Recommendation:

I am recommending approving the use of Park and Beach Funds to pay the \$5,935.00 performance escrow to Coon Creek Watershed District.

RESOLUTION NO. 25-XX

A RESOLUTION SUPPORTING THE CITY OF BLAINE IN THEIR PURSUIT OF 2025
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) FUNDING
FOR THE
HIGHWAY 65 NE & BUNKER LAKE BOULEVARD NE PROJECT

WHEREAS, the Minnesota Department of Transportation recently announced the availability of \$47M in grant funding through the Local Road Improvement Program (LRIP); and,

WHEREAS, LRIP makes available up to \$1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the City of Ham Lake partnered with the City of Blaine, Anoka County, and MNDOT to develop a vision for a freeway-style Highway 65 Corridor in the 2021 Highway 65 Planning and Environmental Linkages (PEL) Study stretching from 81st Avenue NE to Bunker Lake Boulevard NE (CSAH 116); and,

WHEREAS, the Highway 65 NE & Bunker Lake Boulevard NE project encompasses Highway 65 NE from 131st Avenue NE to north of 139th Avenue NE and Bunker Lake Boulevard NE from Johnson Street NE to Aberdeen Street NE; and,

WHEREAS, LRIP funds cannot be utilized within Trunk Highway right-of-way; and,

WHEREAS, the City of Blaine's LRIP request will focus on implementing an enhanced frontage road system outside of trunk highway right-of-way, which will include minor portions that fall within City of Ham Lake right-of-way; and,

WHEREAS, the planned implementation of an interchange style intersection at the intersection of Highway 65 NE & Bunker Lake Boulevard NE necessitates access closures at 133rd Avenue NE and 131st Avenue NE, which will contribute to a reduction in crashes along the trunk highway; and,

WHEREAS, access to local destinations will be maintained through an improved frontage road system extending from 131st Avenue NE and tying into Aberdeen Street NE; and,

WHEREAS, the proposed year for project construction is 2028.

NOW, THEREFORE BE IT RESOLVED that the Ham Lake City Council hereby supports the construction of a frontage road system with LRIP funding to support the larger Highway 65 NE & Bunker Lake Boulevard NE Project.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Ham Lake City Council hereby supports the City of Blaine's pursuit of LRIP funding and authorizes staff to provide the necessary support and coordination.

Adopted by the City Council of Ham Lake this 3rd day of November, 2025

Brian Kirkham, Mayor

Denise Webster, City Clerk

Meeting Date: November 3, 2025

CITY OF HAM LAKE

STAFF REPORT

To: Mayor and Councilmembers

From: Denise Webster, City Administrator

Subject: Purchase Agreement entered into by the City of Ham Lake (seller) and C2M2, LLC (Cool Air Mechanical, Inc.) (buyer) purchasing vacate property - Pin #32-32-23-43-0026

Introduction/Discussion: During the closed meeting on October 20, 2025, the City Council authorized the selling of vacant property, Pin #32-32-23-43-0026 to Cool Air Mechanical Inc, in the amount of \$16,500 along with the cost of the appraisal of \$1,800.

Recommendation: I recommend approval of the Purchase Agreement entered into by the City of Ham Lake (seller) and C2M2, LLC (Cool Air Mechanical, Inc.) (buyer) purchasing vacate property - Pin #32-32-23-43-0026 in the amount of \$16,500 plus the cost of the appraisal of \$1,800.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered into by and between, the City of Ham Lake, a municipal corporation, 15544 Central Avenue NE, Ham Lake, MN 55304 (hereinafter, “**Seller**”) and C2M2 LLC, a Minnesota limited liability company, 1544 134th Ave NE Ste A1, Ham Lake, MN 55304 (hereinafter, “**Buyer**”), and is effective as of the date of the last signature of the parties (the “**Effective Date**”).

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **PREMISES.** Subject to compliance with the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller, real property located in the City of Ham Lake, County of Anoka, State of Minnesota legally described as:

That part of Lot 3, Block 2, Stone Estates Lying South and East of Desc Line: Commence at NE Corner of Said Lot, Then North 89 Degrees, 51 minutes, 26 seconds West, Assumed Bearing Along North line of Said Lot 3, 33 feet to point of beginning of line to be That Part Of Lot 3 Block 2 Stone Estates Lying S & E Of Desc Line: Com At Ne Corner Of Said Lot; Thence N 89 Deg 51 Min 26 Sec W, Assumed Bearing Along N Line Of Said Lot, 33 Ft To Point of Beginning Of line To Be Described; Thence S 00 Deg 40 Min 29 Sec E 70.57 Ft; Thence Southwesterly Along a tangential curve concave to the Northwest 349.71 Ft, Rad 311.79 Ft & Central Angle Of 64 Deg 15 Min 48 Sec; Thence S 63 Deg 35 Min 19 Sec W, Tangent To Last Described Curve, 16.47 Ft; Thence Southwesterly Along a tangential curve concave to the Northwest 137.56 Ft, Said Curve Having a radius of 311.79 Ft & Central Angle of 25 Deg 16 Min 46 Sec & said line thereby terminated, excluding Roadway, subject to easement of record, City of Ham Lake, Minnesota, Anoka County

PID #32-32-23-43-0026

together with all easements, tenements, hereditaments, and appurtenances belonging thereto (collectively, the “**Property**”).

2. **PURCHASE OF LOT WITH BUILDING OR VACANT LOT.** (Check paragraph that pertains.)

☐ A. Buyer is purchasing the lot with an existing building.
☒ B. Buyer is purchasing a vacant lot.

3. **PURCHASE PRICE.** The purchase price shall be Eighteen Thousand Three Hundred and 00/100 Dollars (\$18,300.00) (the “**Purchase Price**”), which Buyer shall pay upon the following terms:

(a) Sixteen Thousand Five Hundred and 00/100 (\$16,500) for the Property paid as Follows:

- a. Earnest Money of One Thousand and 00/100 Dollars (\$1,000.00) ("**Earnest Money**") to be deposited with Registered Abstracters, Inc., 2115 3rd Avenue, Anoka, MN 55303 ("**Title Company**"), in a non-interest-bearing account and in accordance with the terms of this Agreement, with said Earnest Money being credited against the Purchase Price on the Date of Closing, as that term is hereinafter defined.
 - b. The Earnest Money shall be refundable to Buyer in the event that the transaction does not close unless the failure to close is the result of a default by Buyer under the terms of this Agreement. In the event of such a default, the Earnest Money shall be paid to Seller as liquidated damages.
 - c. Fifteen Thousand Five Hundred and 00/100 (\$15,500.00) shall be paid by wire transfer, certified check or cashier's check on the "Date of Closing," which shall take place in accordance with Section 18, and after Buyer has had a reasonable time to examine title as set forth in Sections 14 and 15 of this Agreement.
- (b) One Thousand Eight Hundred (\$1,800) as reimbursement to Seller for the cost of the appraisal of the Property shall be paid by wire transfer, certified check or cashier's check on the "Date of Closing".

4. CONTINGENCIES. Seller's obligations to sell, and Buyer's obligations to buy, under the terms and conditions of this Agreement, are contingent upon the following:

- (a) Within fifteen (15) business days of the Effective Date, Seller shall deliver to Buyer such of the following (collectively, the "**Property Documents**") as are currently in Seller's possession: title work, flood zones documentation, deed restrictions, utility commitments, engineering plans, studies, soil reports, engineering reports, environmental reports, and/or the most recent survey. Buyer may, at Buyer's sole cost and expense, obtain an updated or new survey of the Property.
- (b) Seller shall permit Buyer, at Buyer's sole expense, to enter the Property to conduct investigations, inspections and testing of the Property as set forth in Section 10 of this Agreement.
- (c) Buyer shall have obtained all zoning, land use, signage, watershed, environmental and other governmental approvals and permits Buyer shall deem necessary to use the Property in the manner contemplated by Buyer.
- (d) Buyer, on or before the Date of Closing, shall have received, reviewed and determined that it is satisfied with the matters disclosed by any surveys of the Property deemed necessary for examination by Buyer in its sole discretion.

- (e) All of Seller's representations and warranties contained in this Agreement are true, accurate and correct as of the Date of Closing.
- (f) Buyer agreeing to combine the Property with the land currently owned by Buyer located at 1544 134th Ave NE, Ham Lake MN 55304, PID # 32-32-23-43-0020.
- (g) The Ham Lake City Council approving of the purchase of the Property.

In the event any of the above contingencies have not been satisfied or waived by the party benefitted by said contingency on or before the Date of Closing, this Agreement shall be voidable at the option of said benefitted party and, upon such termination, all Earnest Money, if any, shall be immediately refunded to Buyer.

5. DEED/MARKETABLE TITLE. Upon performance by Buyer, Seller shall execute and deliver a Quit Claim Deed conveying marketable title, subject to:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- (c) Reservation of any mineral rights by the State of Minnesota;
- (d) Utility and drainage easements as shown on the proposed plat;
- (e) Other matters disclosed by the Title Commitment and not objected to by Buyer.

6. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual Date of Closing.

Seller shall pay on the Date of Closing all special assessments for street, storm sewer, sanitary sewer, water main and water area charges and sewer area charges and any and all other special assessments against the Property levied and pending as of the Date of Closing. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any special assessments levied and payable after the Date of Closing. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that:

- (a) Seller has Marketable Fee Simple Interest to the Property.

- (b) Each of the persons executing this Agreement on behalf of Seller does hereby represent and warrant that the execution and delivery of this Agreement by Seller will not constitute a default under any indenture, agreement, contract, mortgage or other instrument to which Seller is a party.
- (c) Seller has the right, power and authority to enter into this Agreement, and this Agreement and the transactions contemplated by this Agreement have been authorized and approved by Seller, and this Agreement constitutes the valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.
- (d) Seller has received no notice of any violation of any zoning, building, health and safety, fire safety and environmental codes and laws from the City of Ham Lake, or other local authority.
- (e) Seller has received no notice of a violation of any statutes, ordinances, regulations, judicial decrees or orders, or the pendency of any lawsuits, administrative or arbitration hearings or governmental investigations or proceedings affecting the Property.
- (f) There is no "individual sewage treatment system" (within the meaning of Minn. Stat. § 115.55) on or serving the Property.
- (g) Seller knows of no wells on the Property and hereby makes the disclosure pursuant to Minn. Stat. § 103I.235 (1). At the time of Closing, Seller will deliver any required well certificate pursuant to Minn. Stat. § 103I.235 (1) and if no such well certificate is required, shall include on the Deed the statement "the Seller certifies that the Seller does not know of any wells on the described real property."
- (h) For purposes of satisfying the requirements of Minn. Stat. § 152.0275, to Seller's knowledge, methamphetamine production has not occurred on the Property.
- (i) Seller is not a "foreign person", "foreign partnership", "foreign trust", or "foreign estate" as defined in Section 1445 of the Internal Revenue Code.
- (j) The sale of the Property is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- (k) The Property has access to electric in the area.
- (l) There are no management, maintenance or service contracts, leases, licenses, purchase agreements, purchase options, rights of first refusal, or other unrecorded agreements affecting the Property that will survive closing. Seller agrees not to enter into any new, or modify any existing, written or oral service contracts, leases, licenses or other recorded or unrecorded agreements affecting the Property hereafter without Buyer's prior written consent which may be withheld in Buyer's reasonable discretion.

The representations and warranties set forth in this Section 7 shall be continuing and shall be true and correct on and as of the Date of Closing with the same force and effect as if made at that time and all such representations, warranties and covenants shall survive closing for a period of twelve (12) months. Seller agrees to indemnify and hold Buyer harmless from and against and to reimburse Buyer with respect to any and all claims, demands, causes of action, loss, damage, liabilities, and costs (including attorney's fees and court costs) asserted against or incurred by Buyer by reason of or arising out of the breach of any representation, warranty or covenant as set forth in this Section 7 for a period of twelve (12) months after closing.

8. REPRESENTATIONS AND WARRANTIES REGARDING ENVIRONMENTAL LAWS. The Seller represents and warrants:

- (a) That to the best of Seller's knowledge, neither the Seller nor any prior owner of the Property used the Property in violation of currently applicable Federal, State or local environmental laws.
- (b) That Seller has not received any notice from a governmental agency for violation of environmental laws.
- (c) That if notice of violation of any environmental laws is received from a governmental agency by Seller prior to the Date of Closing, Seller shall immediately notify Buyer.
- (d) That to the best of Seller's knowledge, the Property is free from any hazardous substances.
- (e) That Seller has not taken part in the release of any hazardous substance on the Property.
- (f) That Seller has no knowledge of any violations, claims, administrative proceedings or lawsuits relating to hazardous substances on the Property.
- (g) That the Property is not subject to any so-called "super liens" due to hazardous waste clean-up and that Seller will keep the Property free from such liens prior to the Date of Closing.
- (h) That the Buyer shall have necessary right of access to and right of inspection of the property prior to closing for the purpose of determining compliance with the representations and warranties set forth in this Section 8, including the right to conduct a Phase I and/or Phase II environmental audit of the Property in Buyer's discretion and at Buyer's expense.

- (i) That the representations and warranties contained in this Section 8 shall survive the delivery of the deed.
9. **AS IS; ALL FAULTS.** Subject to Seller's representations, warranties and covenants set forth in this Agreement and in the closing documents, and subject to Buyer's rights to terminate as set forth in this Agreement, Buyer agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Buyer's acceptance of title to the Property shall represent Buyer's acknowledgment and agreement that, except as expressly set forth in this Agreement or the closing documents: (i) Seller has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose); (ii) Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property; (iii) Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and (iv) the condition of the Property is fit for Buyer's intended use. The representations and warranties set forth in this Section 9 shall survive closing and delivery of any deed.
10. **PERMITTED ACCESS AND INSPECTION.** Buyer's performance of this Agreement is expressly conditioned upon Buyer's inspection and approval of the Property, which inspection shall be made within ninety (90) days after the "Effective Date" (such period being referred to herein as the "Inspection Period"). During the term of the Inspection Period, Buyer and its authorized representatives shall be permitted access to the Property at reasonable times for the purposes of inspection and studies, and such soil borings and environmental assessment as are deemed necessary by Buyer, all at Buyer's expense. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against, any and all claims, causes of action or expenses, including attorney's fee, relating to or arising from Buyer's presence on the Property prior to the Date of Closing. Buyer agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to Buyer's inspection. Buyer shall have the right, for any reason or no reason, in Buyer's sole discretion, to terminate this Agreement prior to expiration of the Inspection Period. Should Buyer elect to terminate this Agreement, as provided in the preceding sentence, Buyer shall notify Seller of the same in writing prior to expiration of the Inspection Period and this Agreement shall be null and void. Failure of the Buyer to provide this written notice within the prescribed time shall be a waiver of this condition and Buyer's right to terminate under Section 10 of this Agreement.
11. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer hereby represents and warrants to Seller, which representation and warranty shall survive the Closing, that the individuals executing this Agreement on behalf of Buyer have the legal authority and the legal capacity to execute this Agreement on behalf of Buyer and to bind Buyer and that

Buyer has the full and complete authority to enter into this Agreement and to purchase the Property.

12. BROKERAGE. Buyer and Seller are responsible for their respective real estate commissions, if any. Buyer and Seller hereby indemnify each other and agree to hold each other harmless from any and all claims for real estate agent's or broker's commissions arising from the actions of the indemnitor. This provision shall survive Closing and any termination of this Agreement.

13. POSSESSION. Seller shall deliver possession of the Property not later than the Date of Closing.

14. EXAMINATION OF TITLE. Title examination will be conducted as follows:

A. Seller's Title Evidence. Seller shall furnish to Buyer a commitment ("Title Commitment") for an ALTA form Owner's Policy of Title Insurance, certified to date to include proper searches covering bankruptcies, State and Federal judgments and liens, insuring title to the Property deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price issued by a title insurance company acceptable to Buyer, subject only to the Permitted Encumbrances.

B. Buyer's Objections. Buyer shall be allowed fifteen (15) business days after receipt for examination of title and making any objections, which shall be made in writing or deemed waived.

15. TITLE CORRECTIONS AND REMEDIES. Seller shall have thirty (30) days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention as to making the title marketable within the thirty (30) day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.

A. If notice is given and Seller informs Buyer that it will not make title marketable, or if Seller proceeds to make title marketable but the thirty (30) day period expires without title being made marketable, Buyer may seek, as permitted by law, any one of the following:

(1) Proceed to closing waiving the objections to title; or

- (2) Rescission of this Agreement by notice as provided herein, in which case the Earnest Money shall be refunded to Buyer, this Agreement shall be null and void, and neither party shall be liable for damages hereunder to the other.
- B. If notice is given and Seller makes title marketable, then upon presentation to Buyer of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled Date of Closing, whichever is later.
- C. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein beyond applicable notice and cure periods, Seller may cancel this Agreement and retain the Earnest Money as liquidated damages.
- D. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein beyond applicable notice and cure periods, Buyer may cancel this Agreement, in which case the Earnest Money will be refunded to Buyer, or pursue the remedy of specific performance.

TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

- 16. **CONDEMNATION.** If, prior to the closing, the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller. If Buyer does not exercise its right of termination, (i) any and all proceeds arising out of any such eminent domain or taking shall be held in trust by Seller for the benefit of Buyer and paid to Buyer at closing; and (ii) the "Property" shall thereafter be defined to mean the Property less the portion taken by eminent domain or condemnation. In no event shall the Purchase Price be increased by the amount of any such proceeds.
- 17. **CASUALTY.** If, prior to the closing, the Property is damaged or destroyed, Buyer, at its sole discretion, shall have the right to terminate this Agreement upon written notice to Seller without liability on its part by so notifying Seller, in which case the Earnest Money shall be refunded to buyer.
- 18. **CLOSING.** Subject to the fulfillment or waiver of the conditions hereof, and provided that all of the covenants, representations and warranties of the parties are true and correct on the Date of Closing as though made on such date, the closing of the purchase and sale shall take place on or before November 28, 2025, contingent upon the satisfaction or waiver of the contingencies set forth in Section 4 above, or on such other date as Seller and Buyer may mutually determine (the "**Date of Closing**") at the offices of the Title Company or at such other place as Seller and Buyer may mutually determine.

19. SELLERS OBLIGATION AT CLOSING. At or prior to the Date of Closing, Seller shall:

- A. Deliver to Buyer, Seller's duly recordable Quit Claim Deed (the "**Deed**") to the Property (in a form reasonably satisfactory to Buyer) conveying to Buyer Marketable Fee Simple Title to the Property relative to Seller's interest in the Property, and all rights appurtenant thereto, subject only to the Permitted Exceptions.
- B. Deliver to Buyer, Title Company's standard affidavit of Seller, confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code.
- C. Deliver to Buyer, Title Company's standard affidavit of Seller, in form and content sufficient to allow Title Company to delete the standard exceptions contained in Buyer's Owners Title Insurance Policy relative to (i) parties in possession, (ii) liens for labor, materials, or services, (iii) unrecorded easements or other instruments and (iv) the gap between date of title commitment and the recording date of the Deed.
- D. Deliver to Buyer, a certificate confirming that the representations and warranties set forth in Section 7 of this Agreement are true and correct as of the Date of Closing as though made as of such date.
- E. Deliver to Buyer, such other documents as may be reasonably required by this Agreement (including, without limitation, authorizing resolutions of Seller), all in a form reasonably satisfactory to Buyer, Seller and Title Company.

20. PAYMENT OF CLOSING COSTS. Each party will pay closing costs which are normally allocated of Buyers and Sellers in a real estate transaction.

21. NO WAIVERS. The waiver by either party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Buyer, in its sole discretion may waive any right conferred upon Buyer by this Agreement; provided that such waiver shall only be made by Buyer giving Seller written notice specifically describing the right waived.

22. NOTICES. All notices required herein shall be in writing and delivered personally, or by national courier (UPS or FedEx) via overnight delivery, or mailed via certified mail, return receipt requested, to the address as shown at paragraph 1 above and, if mailed, are effective as of the date of receipt. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

23. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.

24. SUCCESSORS OR ASSIGNS. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs,

administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise.

25. **FULL AGREEMENT.** The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the purchase and sale of the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.
26. **COUNTERPARTS.** This Agreement and any amendments to this Agreement may be executed in counterparts, each of which shall be fully effective and all of which together shall constitute one and the same instrument.
27. **NO JOINT VENTURE, PARTNERSHIP.** Seller and Buyer, by entering into this Agreement and consummating the transactions contemplated hereby, shall not be considered joint venturers or partners. Buyer shall indemnify and defend Seller from any and all loss, liability, claim or damage resulting from Seller being deemed a joint venturer or partner of Buyer. Seller shall indemnify and defend Buyer from any and all loss, liability, claim or damage resulting from Buyer being deemed a joint venturer or partner of Seller.
28. **SEVERABILITY.** In case 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 hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
29. **BUSINESS DAYS.** In the event that any deadline or performance date set forth in this Agreement falls on a Saturday, Sunday or date that banks are closed for a banking holiday, such deadline or performance date shall be deemed to be postponed to the next business day thereafter.
30. **ATTORNEYS' FEES AND JURY WAIVER.** If either Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees. EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT, THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER OR THE PROPERTY.

By the signatures below, both the Buyer and Seller agree to the above terms.

SELLER
CITY OF HAM LAKE

Date: _____

By: _____
Brian Kirkham, Mayor

Date: _____

By: _____
Denise Webster, City Administrator

BUYER
C2M2, LLC

Date: _____

By: _____
Chuck Worms

Its: _____

stewart title



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY



240951-1180-
0

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Dennis J. Unger, Vice President
Authorized Countersignature

Land Title, Inc.

Company Name

Roseville, MN

City, State



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 9

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 9



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - I. comply with the Schedule B, Part I - Requirements;
 - II. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - III. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 9



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 9



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
Stewart Title Guaranty Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.

Issuing Agent: Land Title, Inc.
Issuing Office: 2200 County Road C West, Suite 2205, Roseville, MN 55113
Issuing Office's ALTA® Registry ID: 1131195
Loan ID Number:
Commitment Number: 722610
Issuing Office File Number: 722610
Property Address: 0 Unassigned, Ham Lake, MN 00000
Revision Number: 1

1. Commitment Date: October 17, 2025 at 7:00 am

2. Policy to be issued:	Proposed Amount of Insurance
a. 2021 ALTA Owner's Policy Proposed Insured: C2M2, LLC	\$18,300.00
b. 2021 ALTA Loan Policy Proposed Insured:	\$
c. _____ ALTA _____ Policy Proposed Insured:	\$

3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:
City of Ham Lake

5. The Land is described as follows:
See Attached Exhibit A.
Abstract Property
Anoka County, State of Minnesota

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 5 of 9



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
Stewart Title Guaranty Company

File Number: 722610 Revision Number: 1

EXHIBIT A

That part of Lot 3, Block 2, Stone Estates, Anoka County, Minnesota, lying south and east of the described line:

Commencing at the northeast corner of said Lot 3; thence North 89 degrees 51 minutes 26 seconds West, assumed bearing along the north line of said Lot 3, a distance of 33.00 feet to the point of beginning of the line to be described; thence South 00 degrees 40 minutes 29 seconds East a distance of 70.57 feet; thence southwesterly along a tangential curve concave to the northwest a distance of 349.71 feet, said curve having a radius of 311.79 feet and a central angle of 64 degrees 15 minutes 48 seconds; thence South 63 degrees 35 minutes 19 seconds West, tangent to the last described curve, a distance of 16.47 feet; thence southwesterly along a tangential curve concave to the northwest a distance of 137.56 feet, said curve having a radius of 311.79 feet and a central angle of 25 degrees 16 minutes 46 seconds and said line there terminating.

Anoka County, Minnesota.

Abstract Property

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 6 of 9



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
Stewart Title Guaranty Company

File Number: 722610 Revision Number: 1

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The record does not disclose any open mortgages. Confirmation of this must be made prior to closing.
6. Warranty Deed from City of Ham Lake, to C2M2, LLC.

NOTE: Satisfactory evidence of the authority of the person(s) signing on behalf of C2M2, LLC is required prior to closing.

7. The standard form of Seller's and/or Purchaser's Affidavit, satisfactory to the Company, will be required.

INFORMATIONAL NOTE: Septic Certification may be required if the land is located in one of the following counties: Anoka, Dakota, Kandiyohi, Meeker, Mille Lacs, Sibley and Washington. Confirm with the County whether a Compliance Certificate or Sewage Disclosure/Property Transfer Septic System form must be obtained. Failure to obtain prior to closing may delay closing and recording of documents. Check with applicable county to determine if this is required. The Company assumes no responsibility to obtain any required inspections or forms.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 7 of 9



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
Stewart Title Guaranty Company

File Number: 722610 Revision Number: 1

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

NOTE: Upon closing with Land Title, Inc., Item 1 on Schedule B, Part II will be deleted. The Final Policy will extend coverage as to the gap between the Effective Date listed in Item 1 of Schedule A and the date of recording of the instruments creating the interest to be insured.

2. Rights or claims of parties in possession, not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the Land.
4. Easements, or claims of easements, not shown on the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs).
8. No coverage is provided for municipal code compliance matters and fees including, but not limited to, utilities, right of way maintenance, water or sewer services, or fees for tree, weeds, grass, and snow or garbage removal, police boarding, vacant building registration and zoning.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 8 of 9



9. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the Public Records.
10. Tax I.D. No.: 323223430026
Taxes for the year 2025: \$0.00, Total, are 1st 1/2 Paid, 2nd 1/2 Paid, Base Tax: EXEMPT
- NOTE: 1st Half Taxes are payable on or before May 15th and 2nd Half Taxes are payable on or before October 15th.
11. There are no levied or pending special assessments.
12. Drainage and utility easements as shown on the recorded plat.
13. Terms and conditions of Short Form Development Agreement dated November 22, 2005, filed November 29, 2005 as Document Number 1980081.001.
14. Terms and conditions of Short Form Development Agreement dated January 22, 2015, filed February 6, 2015 as Document Number 2099947.008.
15. Terms and conditions of Operations and Maintenance Agreement for Stormwater Facilities, dated December 21, 2016, filed January 12, 2017, as Document Number 2160570.002.
16. Terms and conditions of Resolution No. 20-41, by the City of Ham Lake, Minnesota, filed December 18, 2020 as Document Number 2294263.005.
17. Terms and conditions of Driveway License Agreement dated December 16, 2021, filed December 21, 2021, as Document Number 2350162.002.
18. Rights of tenants in possession as tenants only under unrecorded leases.

INFORMATIONAL NOTE: If there are any questions regarding this Commitment, please contact the title examiner, Carin Erickson, at cerickson@LandTitleInc.com or by phone at (651) 558-9152.

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LT File No. 722610

ALTA Commitment for Title Insurance (07-01-2021)

Page 9 of 9



Meeting Date: November 3, 2025



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

To: Mayor and Councilmembers

From: Dawnette Shimek, Deputy City Clerk

Item/Title/Subject: Charter Commission Reappointments

INTRODUCTION/DISCUSSION:

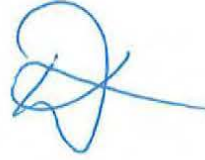
We have received requests for reappointment to the Charter Commission from Dwight McCullough, Gary Kirkeide, and Bill Vokovan.

RECOMMENDATION:

Approval of recommendation to Chief Judge of the 10th Judicial District to reappoint Dwight McCullough, Gary Kirkeide, and Bill Vokavan to the Ham Lake Charter Commission for a term from February 4, 2026 to February 4, 2030.

Memorandum

Date: October 29, 2025
To: Mayor and Councilmembers
From: David A. Krugler, City Engineer
Subject: Hidden Forest East Fourth Addition



Introduction:

The Hidden Forest East Fourth Addition residential development project was accepted at the November 4, 2024 City Council meeting, which commenced the one-year maintenance period.

Discussion:

An inspection of the Hidden Forest East Fourth Addition project was completed on October 29th. All of the maintenance items have been adequately corrected and there are no known deficiencies.

Recommendations:

It is recommended that the maintenance security, in the amount of \$203,500.00, be released and the maintenance period be allowed to expire.

Meeting Date: November 3, 2025



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

To: Mayor and Councilmembers

From: Denise Webster, City Administrator

Item/Title/Subject: Joint Powers Agreement (JPA) with the City of Blaine for Monitoring Wells located in Patricia's Park

Introduction/Discussion: On September 12, 2025, Attorney Berglund, Councilmember Doyle and Staff met with the City of Blaine to discuss allowing the usage of Patricia's Park to install two monitoring wells. Per the agreement, there will be no cost to the City of Ham Lake and all data collected will be shared with the City of Ham Lake per our request.

Attorney Berglund has reviewed the Joint Powers Agreement and has no concerns.

Recommendation: We are recommending the approval of the Joint Powers Agreement (JPA) with the City of Blaine to install two monitoring wells at Patricia's Park.

**JOINT POWERS AGREEMENT
FOR IMPLEMENTATION OF
GROUNDWATER MONITORING WELLS
IN THE CITY OF HAM LAKE**

This Joint Powers Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the City of Blaine, a Minnesota municipal corporation, 10801 Town Square Drive NE, Blaine, Minnesota 55449 (Blaine) and the City of Ham Lake, a Minnesota municipal corporation, 15544 Central Avenue NE, Ham Lake, Minnesota 55304 (Ham Lake).

WITNESSETH

WHEREAS, Blaine and Ham Lake citizens depend upon groundwater aquifers as a source of potable water; and

WHEREAS, Blaine and Ham Lake share a common interest in sustainable usage of the Quaternary and Tunnel City-Wonewoc aquifers that underly both Blaine and Ham Lake; and

WHEREAS, Blaine intends to implement a project monitoring water levels in both aquifers; and

WHEREAS, Minnesota Statutes section 471.59 authorizes political subdivisions of the State of Minnesota to enter into joint powers agreements for the joint exercise of powers common to each; and

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, Blaine and Ham Lake agree to incorporate the recitals above and agree as follows:

I. PURPOSE

Blaine and Ham Lake agree to participate in a project involving installing and monitoring two monitoring wells (wells) that will monitor water levels in the Quaternary and Tunnel City-Wonewoc aquifers (aquifers). The location of the wells will be in Patricia's Park in Ham Lake more particularly described below in Section II (A). Data gathered in this from these wells will be used by Blaine and the Minnesota DNR (DNR) to inform the operation of Blaine's Northeast Well Field (identified as city wells 18, 19, 20 and 21).

II. METHODS

A. Well Installation

Blaine and its consultant engineer will work with Ham Lake to site the monitoring wells in a specific location within Patricia's Park that is acceptable to both Blaine and Ham Lake, located in the general area set forth in the attached Figure 1. Blaine and its consultants will be responsible for obtaining all permits, paying all applicable fees and costs, including Ham Lake's attorney and engineering costs, and drilling and installing the proposed wells. Blaine will submit a site plan for the wells to Ham Lake for consideration and approval prior to beginning any construction of the wells. Said site plan shall include, at the minimum, concrete pad surrounding

the wells and bollard protection. It is anticipated that construction and installation of the new well and monitoring equipment will be completed by the spring of 2026.

B. Well Ownership

Blaine agrees to be the "well owner" of both wells on the Minnesota Department of Health Well Construction permit.

Well ownership responsibilities include maintenance of the wells, submitting to the applicable agencies required annual well maintenance permits, and sealing the wells if they are decommissioned, in accordance with applicable Minnesota Statutes and Minnesota Rules requirements subject to the following additional requirements.

Blaine as the well owner will be solely responsible for (1) operations, maintenance and repair of the wells, (2) appurtenances and monitoring equipment, and (3) all associated costs.

If, for any reason whatsoever, Blaine fails to operate, maintain or repair the wells or any elements thereto after notification from Ham Lake or any other entity, Ham Lake may take on efforts to do so, including sealing the well, and charge back all costs associated thereto to the City of Blaine.

C. Well Monitoring/Site Access

Ham Lake agrees to allow Blaine and its consultants access to the wells on Ham Lake property to undertake well installation, sampling, maintenance, data collection activities, and Well Ownership duties and responsibilities. As a courtesy, Blaine will provide reasonable advance notification to Ham Lake staff via email or telephone communications when Blaine staff or its consultants will be on site to access the monitoring wells.

D. Well Monitoring Data

Data gathered from well monitoring will be used by Blaine and the DNR to understand safe yields for the aquifers, aid in preventing private well interference issues, and help establish pumping routines for Blaine's Northeast Well Field. All data gathered from the wells shall be shared with Ham Lake upon request. Blaine shall provide Ham Lake, upon request, access to the wells for independent measuring and verification of water levels within the wells.

E. Citizen Communications

Blaine agrees to share with Ham Lake and incorporate Ham Lake input Blaine's correspondence to its citizens about the installation of the wells.

III. TERM / TERMINATION

This Agreement shall continue in full force and effect from the effective date until terminated by mutual agreement of both parties. This Agreement shall be automatically renewed on a year-to-year basis unless both parties in writing agree to termination.

IV. RELATIONSHIP OF PARTIES.

Nothing in this Agreement creates or establishes a partnership, joint venture or agency relationship between the parties. As between the parties, Blaine is solely responsible for the method and manner of well construction, data collection and maintenance. Nothing in this Agreement creates any right in any third-party or affects any immunity, defense or liability limitation pertaining to either party.

V. DISPUTE RESOLUTION.

Any legal proceedings related to the enforcement of this agreement shall be in the Anoka County District Court, Tenth Judicial District.

VI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the City Administrator for the city of Ham Lake, 15544 Central Avenue NE, Ham Lake, Minnesota 55304 and to the City Manager for the city of Blaine, 10801 Town Square Drive NE, Blaine, Minnesota 55449.

VII. INDEMNIFICATION

Blaine and Ham Lake mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Blaine agrees to indemnify and hold harmless Ham Lake from any damages caused to the wells by third parties over which Ham Lake has no control. Further, Blaine agrees to indemnify Ham Lake from any claims or causes of actions for damages of any kind whatsoever caused by or related to the wells, their use, operation or existence, except for and unless such claims or causes of action arising from or due to the acts or omissions of Ham Lake.

VIII. ENTIRE AGREEMENT / REQUIREMENT OF WRITING

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

IX. COUNTERPARTS

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

X. SAVING CLAUSE

If any term or provisions of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable, to the extent permitted by law.

XI. NO WAIVER

Failure by either party to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Agreement or to exercise any right or option contained in this Agreement shall not be construed as a waiver of such term, covenant, condition or right or option, but the same shall remain in full force and effect. The parties shall not be deemed to have waived any term of this Agreement until expressed in a signed writing.

XII. GOVERNMENT DATA PRACTICES

Blaine and Ham Lake will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Blaine or Ham Lake under this Agreement.

XIII. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which when taken together will constitute a single agreement.

XIV. EFFECTIVE DATE.

This Agreement is effective as of the date all signatures below have been provided.

[SIGNATURES ON THE FOLLOWING PAGE]

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

City of Ham Lake:

City of Blaine:

By: _____
Brian Kirkham, Mayor

By: _____
Tim Sanders, Mayor

Dated: _____

Dated: _____

By: _____
Denise Webster, City Administrator

By: _____
Erik Thorvig, City Manager

Dated: _____

Dated: _____

Meeting Date: November 3, 2025



**CITY OF HAM LAKE
STAFF REPORT**

To: Mayor and Councilmembers
From: Andrea Murff, Finance/Human Resource Director
Item/Title/Subject: 2025 3rd Quarter Financials

INTRODUCTION/DISCUSSION:

Bank accounts have been reconciled through September 30, 2025, as well as a review of all activity in all funds has been performed. The following is a summary of my observations on the City's financial position at the end of the 2nd Quarter of 2025. All information presented is unaudited and is subject to end-of-year adjustments.

Cash and Investments

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

	09/30/2025	12/31/2024	Increase/ (Decrease)
Checking	\$ 84,427	\$ 96,192	\$ (11,827)
Investments (at Market Value)	10,297,408	10,051,834	245,574
Total Cash and Investments	<u>\$ 10,381,835</u>	<u>\$ 10,148,026</u>	<u>\$ 233,747</u>

Investment Type	09/30/2025	12/31/2024	Increase/ (Decrease)
Checking	\$ 84,427	\$ 96,192	\$ (11,827)
Money Market	7,005,306	5,234,649	1,770,657
Negotiable CDs	1,825,127	3,368,473	(1,543,346)
Municipal Bond	-	-	-
Government Agency Securities	1,466,975	1,448,712	18,263
Total Cash and Investments	<u>\$ 10,381,835</u>	<u>\$ 10,148,026</u>	<u>\$ 233,747</u>

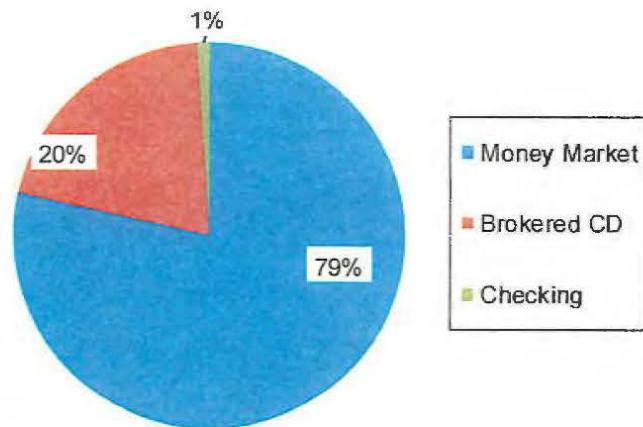
Investment Summary As of 09/30/2025 (unaudited)

Institution	Description	Type	Rate	Market Value 1/1/2025	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 9/30/2025	Market Value 9/30/2025	Unrealized gain / loss
RBC	RBC	Money Market	0.00%	105.74	-	249,000.00	(249,105.74)	-	-	-	-
RBC	BMO Harris BK NATL ASSN	Brokered CD	0.50%	246,736.59	-	(249,000.00)	(306.99)	306.99	(2,263.41)	-	2,263.41
RBC	Merick BK South Jordan Utah	Brokered CD	0.40%	242,516.04	-	(249,000.00)	(747.67)	747.67	(6,483.96)	-	6,483.96
RBC	Texas Exchange Bk Crowley	Brokered CD	0.70%	235,907.58	-	-	(1,308.47)	1,308.47	235,907.58	242,379.09	6,471.51
RBC	Malaga BK Palos Verdes Calf	Brokered CD	0.50%	226,965.99	-	-	(931.20)	931.20	226,965.99	234,453.42	7,487.43
				952,231.94	-	(249,000.00)	(252,400.07)	3,294.33	454,126.20	476,832.51	22,706.31
US Bank	US Bank	Money Market		312,169.21	245,000.00	-	82,443.73	11,452.69	651,065.63	651,065.63	-
US Bank	US Treasury Bill	Government Securities		715,902.47	-	-	(12,642.71)	12,642.71	715,902.47	735,592.04	19,689.57
US Bank	US Treasury Bill	Government Securities	3.50%	732,810.00	-	-	(26,250.00)	26,250.00	732,810.00	748,005.00	15,195.00
US Bank	Bank of America - cd	Brokered CD	4.65%	245,354.20	-	-	(11,346.00)	11,346.00	245,354.20	244,470.92	(883.28)
US Bank	Discover Bank	Brokered CD	3.25%	243,750.50	-	(245,000.00)	(8,006.13)	8,006.13	(1,249.50)	-	1,249.50
US Bank	Flagstar Bank Natl Assn - CD	Brokered CD	4.65%	246,064.24	-	-	(11,346.00)	11,346.00	246,064.24	245,525.00	(539.24)
US Bank	Nicolet Natl Bk - Greenbay WI	Brokered CD	4.25%	251,367.99	-	-	(7,944.13)	7,944.13	251,367.99	253,464.57	2,096.58
US Bank	Riverside CA Cmnty College Dist	Brokered CD	1.79%	243,933.25	-	-	(4,908.76)	4,908.76	243,933.25	254,834.25	10,901.00
				2,991,351.86	245,000.00	(245,000.00)	(0.00)	93,896.42	3,085,248.28	3,132,957.41	47,709.13
Falcon National Bank	Falcon National Bank	Money Market	0.45%	54,780.46	835,876.55	-	15,334.75	9,817.86	915,809.62	915,809.62	-
Falcon National Bank	CD 88834 (renewed)	Brokered CD	0.40%	200,000.00	-	-	(600.53)	600.53	200,000.00	200,000.00	-
Falcon National Bank	CD 90484 (renewed)	Brokered CD	4.45%	150,000.00	-	-	(7,175.97)	7,175.97	150,000.00	150,000.00	-
Falcon National Bank	Amarillo National Bank	Brokered CD	4.75%	242,500.00	-	(242,500.00)	(2,192.76)	2,192.76	-	-	-
Falcon National Bank	CIBC Bank USA	Brokered CD	4.75%	108,376.55	-	(108,376.55)	(979.97)	979.97	-	-	-
Falcon National Bank	Pacific Premier Bank	Brokered CD	4.75%	242,500.00	-	(242,500.00)	(2,192.76)	2,192.76	-	-	-
Falcon National Bank	Western Alliance Bank	Brokered CD	4.75%	242,500.00	-	(242,500.00)	(2,192.76)	2,192.76	-	-	-
				1,240,657.01	835,876.55	(835,876.55)	-	25,152.61	1,265,809.62	1,265,809.62	-
21st CENTURY BANK	ICS	Money Market	4.98%	299,431.55	5,063,552.43	(4,653,243.57)	-	17,353.53	727,093.94	727,093.94	-
21st CENTURY BANK	CD			-	-	-	-	-	-	-	-
				299,431.55	5,063,552.43	(4,653,243.57)	-	17,353.53	727,093.94	727,093.94	-
4 M	4M Liquid Assets-101	Money Market	5.20%	93,442.60	-	-	-	3,020.05	96,462.65	96,462.65	-
4 M	4M Plus Fund-101	Money Market	5.23%	4,474,718.99	4,264,302.71	-	(4,248,599.93)	124,557.82	4,614,979.59	4,614,873.85	(105.74)
				4,568,161.59	4,264,302.71	-	(4,248,599.93)	127,577.87	4,711,442.24	4,711,336.50	(105.74)
21st CENTURY BANK	General/Checking	Checking	0.25%	100,020.55	5,617,602.69	(10,367,789.73)	4,750,000.00	186.35	100,019.86	100,019.86	(0.00)
				100,020.55	5,617,602.69	(10,367,789.73)	4,750,000.00	186.35	100,019.86	100,019.86	(0.00)
				\$ 10,151,854.90	\$ 16,026,334.38	\$ (16,350,909.85)	\$ 249,000.00	\$ 267,461.11	\$ 10,343,740.14	\$ 10,414,049.64	\$ 70,309.70

Deposits in Transi	4,387.72
O/S Checks	(39,995.92)
Total	\$ 10,378,441.64

Investment Summary (continued)
As of 09/30/2025 (unaudited)

Maturities



Maturity	Unadjusted Market Value 9/30/2025	Market Value 9/30/2025	Variance 9/30/2025
Current	\$ 7,095,434.42	\$ 7,105,325.55	\$ 9,891.13
< 1 year	727,326.02	732,375.01	5,048.99
1-2 years	942,868.46	970,045.46	27,177.00
2-3 years	732,810.00	748,005.00	15,195.00
3-4 years	495,301.24	508,298.82	12,997.58
5+ years	-	-	-
	<u>\$ 9,993,740.14</u>	<u>\$ 10,064,049.84</u>	<u>\$ 70,309.70</u>

Weighted average Rate of return	0.13%	9/30/2025
Average Maturity (years)	0.13	9/30/2025

Investment Type	Market Value 9/30/2025
Money Market	\$ 7,005,305.69
Brokered CD	\$ 1,825,127.25
Savings	\$ -
Government Securities	\$ 1,483,597.04
Municipal Securities	\$ -
Checking	\$ 100,019.86
	<u>\$ 10,414,049.84</u>

Operating Account

O/S Deposits	\$ 4,387.72
O/S Checks	\$ (39,995.92)
Reconciled Balance	<u>\$ 10,378,441.64</u>

Investment Summary (continued)

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return for Certified Deposits, Money Market accounts, and Securities.

Treasury Yields									
Date	1 mo	3 mo	6 mo	1 yr	2 yr	3 yr	5 yr	7 yr	10 yr
09/30/2020	0.08	0.10	0.11	0.12	0.13	0.16	0.28	0.47	0.69
12/31/2020	0.08	0.09	0.09	0.10	0.13	0.17	0.36	0.65	0.93
03/31/2021	0.01	0.03	0.05	0.07	0.16	0.35	0.92	1.40	1.74
06/30/2021	0.05	0.05	0.06	0.07	0.25	0.74	0.87	1.21	1.45
09/30/2021	0.07	0.04	0.05	0.09	0.28	0.53	0.98	1.32	1.52
12/31/2021	0.06	0.06	0.19	0.39	0.73	0.97	1.26	1.44	1.52
03/31/2022	0.17	0.52	1.06	1.63	2.28	2.45	2.42	2.40	2.32
06/30/2022	1.28	1.72	2.51	2.80	2.92	2.99	3.01	3.04	2.98
09/30/2022	2.79	3.33	3.92	4.05	4.22	4.25	4.06	3.97	3.83
12/31/2022	4.12	4.42	4.76	4.73	4.41	4.22	3.99	3.96	3.88
03/31/2023	4.74	4.85	4.94	4.64	4.06	3.81	3.60	3.55	3.48
06/30/2023	5.24	5.43	5.47	5.40	4.87	4.49	4.13	3.97	3.81
09/30/2023	5.55	5.55	5.53	5.46	5.03	4.80	4.60	4.61	4.59
12/31/2023	5.60	5.40	5.26	4.79	4.23	4.01	3.84	3.88	3.88
03/31/2024	5.49	5.46	5.38	5.03	4.59	4.40	4.21	4.20	4.20
06/30/2024	5.47	5.48	5.33	5.09	4.71	4.52	4.33	4.33	4.36
09/30/2024	4.93	4.73	4.38	3.98	3.66	3.58	3.58	3.67	3.81
12/31/2024	4.40	4.37	4.24	4.16	4.25	4.27	4.38	4.48	4.58
03/31/2025	4.38	4.32	4.23	4.03	3.89	3.89	3.96	4.09	4.23
06/30/2025	4.28	4.41	4.29	3.96	3.72	3.68	3.79	3.98	4.24
09/30/2025	4.20	4.02	3.83	3.68	3.60	3.61	3.74	3.93	4.16

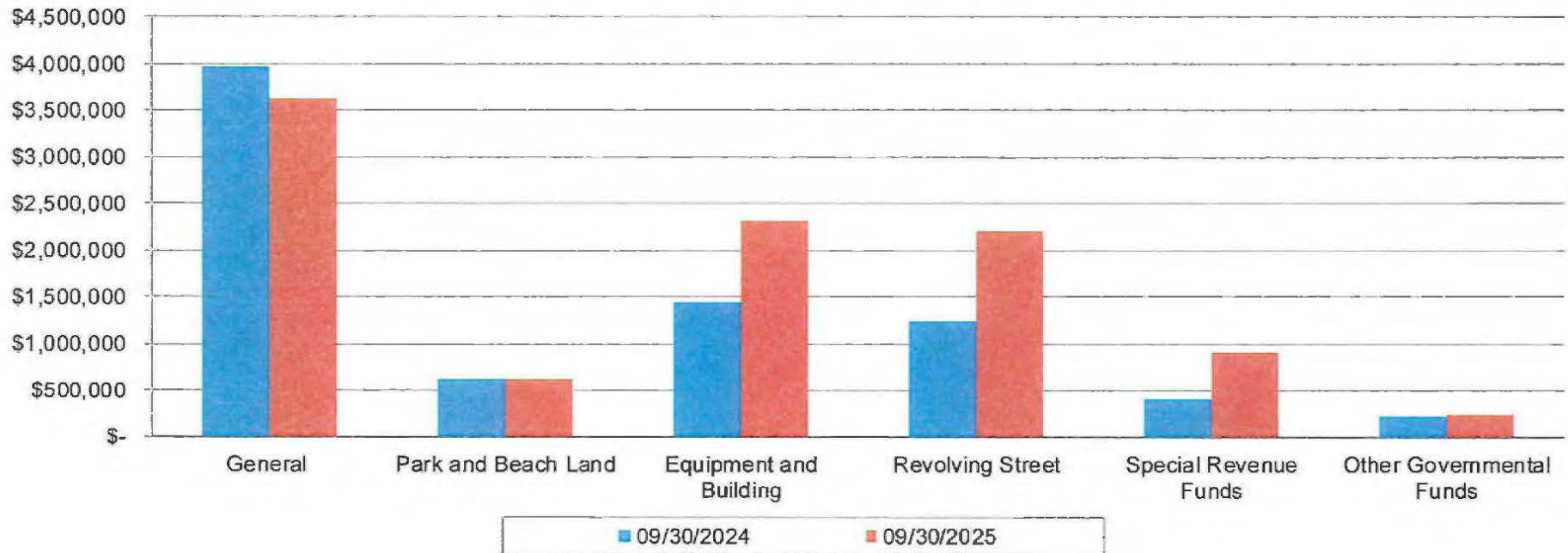
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Cash Balance Summary by Fund
As of 09/30/2024, 12/31/2024, and 09/30/2025 (unaudited)

		Balance 09/30/2024	Balance 12/31/2024	Balance 09/30/2025	YTD Change From 12/31/2024
100	General Fund	\$ 3,975,445	\$ 4,456,125	\$ 3,633,658	\$ (822,467)
210	Cable TV Fund	100,573	85,686	74,505	(11,181)
211	Ham Laker Fund	(4,156)	636	(6,910)	(7,546)
212	Lawful Gambling Contributions Fund	176,883	183,402	205,589	22,187
217	CARES Act Grant	-	-	-	-
230	Future Drainage Fund	131,058	140,179	143,618	3,439
231	Recycling Fund	68,010	40,319	33,585	(6,734)
232	Street Light Fund	228,626	256,261	261,080	4,820
233	Sunrise Watershed	-	-	(84)	(84)
234	Upper Rum River Watershed	-	-	(814)	(814)
250	Oakwilt Fund	11,898	11,979	12,366	387
261	Economic Development Fund	1,789	1,801	1,860	59
262	Ham Lake EDA Fund	(320,251)	162,675	183,774	21,098
263	Lodging Tax Fund	4,538	2,837	3,239	402
370	2010 Cip Bond Debt Service Fund	218,160	322,628	233,606	(89,022)
371	2016 Go Capital Note Debt Service Fund-Nmtc	26	26	26	-
410	General Govt Equipment Fund	82,592	84,436	85,362	926
411	Election Equipment Fund	4,955	5,988	9,297	3,308
412	Building Fund	283,500	287,598	304,487	16,889
420	Fire Department Equipment Fund	(74,400)	684,128	909,375	225,247
421	Emergency Operations Center Fund	43,441	44,186	45,509	1,322
422	Siren Replacement Fund	40,161	40,385	43,225	2,840
428	Building Inspection Equipment Fund	16,911	19,520	27,820	8,300
430	Public Works Equipment Fund	829,676	897,161	633,206	(263,955)
431	Revolving Street Fund	1,247,434	1,148,716	2,214,437	1,065,721
440	Park And Beach Land Fund	620,222	608,105	615,948	7,843
441	Parks Equipment Fund	205,744	217,452	256,389	38,937
890	Trust	595,710	445,796	457,682.56	11,887
	Total	\$ 8,488,544	\$ 10,148,026	\$ 10,381,835	\$ 233,809

Cash Balance by Fund Compared to Prior Year (unaudited)

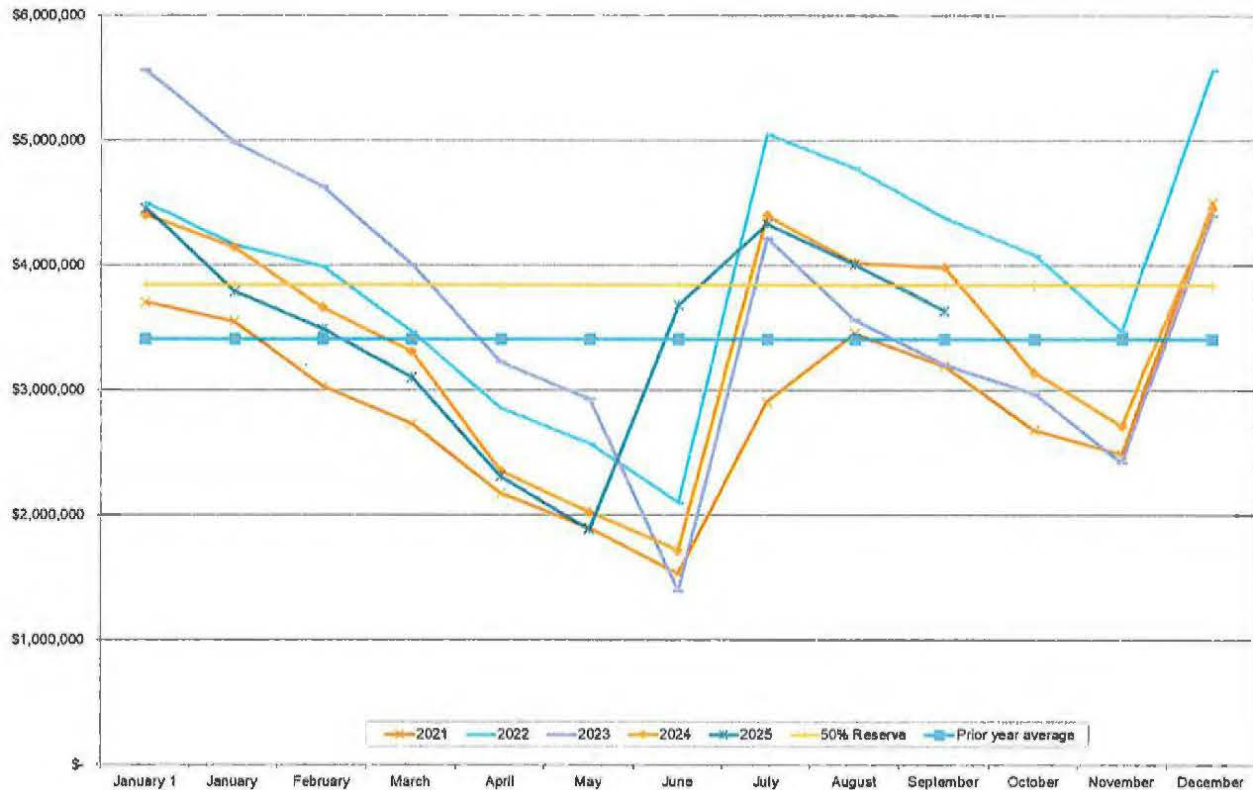
Cash Balance by Fund Compared to Prior Year



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

General Fund Budget Cash Summary (unaudited)

General Fund Cash Balances 2021-2025



Receipts	YTD Budget	YTD Actual	Percent of YTD Budget	Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget
Taxes	\$ 4,856,021	\$ 3,425,135	70.5 %	Council	\$ 80,771	\$ 56,150	69.5 %
Special Assessments	-	-	100.0	Ordinances	\$ 17,325	\$ 6,478	37.4 %
Licenses and permits	360,000	314,167	87.3	Administration	\$ 140,551	\$ 171,549	122.1 %
Intergovernmental	162,375	121,816	75.0	City Clerk	\$ 129,842	\$ 90,905	70.1 %
Charges for services	163,574	167,143	102.2	Elections	\$ 604	\$ 300	49.7 %
Fines and forfeitures	23,625	31,401	132.9	Finance	\$ 208,180	\$ 212,375	102.0 %
Interest on Investments	37,500	110,323	294.2	Auditing	\$ 24,581	\$ 30,000	122.0 %
Misc Rev	16,500	16,901	102.4	Assessing	\$ 64,500	\$ 62,414	96.8 %
Transfers In	1,500	-	-	Prosecutions	\$ 63,870	\$ 62,207	97.4 %
	\$ 5,621,095	\$ 4,186,886	74.5 %	Planning & Zoning	\$ 93,583	\$ 75,981	81.2 %
				General Government	\$ 71,324	\$ 68,323	95.8 %
				General Government Building	\$ 37,650	\$ 25,824	68.6 %
				City Sign	\$ 2,980	\$ 3,233	108.5 %
				Information Technology	\$ 35,745	\$ 34,822	97.4 %
				Police Protection	\$ 1,157,454	\$ 1,192,580	103.0 %
				Fire Department	\$ 552,609	\$ 427,510	77.4 %
				Fire Stations	\$ 38,175	\$ 26,167	68.5 %
				EOC	\$ -	\$ -	- %
				Sirens	\$ 8,933	\$ 8,641	124.6 %
				Building Department	\$ 292,125	\$ 268,250	91.8 %
				Animal Control	\$ 2,250	\$ 1,818	80.8 %
				Public Works	\$ 804,353	\$ 571,843	71.1 %
				Snow & Ice Removal	\$ 50,153	\$ 58,555	116.8 %
				Public Works Stormwater	\$ 9,900	\$ 7,519	75.9 %
				Public Works Building	\$ 34,673	\$ 22,009	63.5 %
				Signs & Signals	\$ 17,325	\$ 10,972	63.3 %
				Utility/ROW	\$ 45,150	\$ 23,030	51.0 %
				Parks Department	\$ 288,006	\$ 202,066	70.2 %
				Parks Buildings	\$ 13,838	\$ 10,548	76.2 %
				Senior Center	\$ 3,325	\$ 1,707	51.3 %
				Senior Center Building	\$ 11,768	\$ 13,772	117.0 %
				Misc Exp	\$ 105,900	\$ 5,123	4.8 %
				Transfers Out	\$ 1,356,000	\$ 1,356,000	100.0 %
					\$ 5,761,143	\$ 5,108,670	88.7 %

Key

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

General Fund Budget Summary
As of 09/30/2025 (unaudited)

	Annual Budget	Budget Thru 9/30/2025 75%	Actual Thru 9/30/2025	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 9/30/2025
Revenues					
Taxes	\$ 6,474,695	\$ 4,856,021	\$ 3,425,135	\$ (1,430,886) *	70.53 %
Special Assessments	-	-	-	-	N/A
Licenses and permits	480,000	360,000	314,167	(45,833) ^r (1)	87.27
Intergovernmental	216,500	162,375	121,816	(40,560) ^r (2)	75.02
Charges for services	218,099	163,574	167,143	3,569	102.18
Fines and forfeitures	31,500	23,625	31,401	7,776	132.91
Interest on investments	50,000	37,500	110,323	72,823 ^r (3)	294.19
Misc Rev	22,000	16,500	16,901	401	102.43
Sale of fixed assets	-	-	-	-	-
Total Revenues	7,492,794	5,619,595	4,186,886	(1,432,710)	
Expenditures					
Council	\$ 107,694	\$ 80,771	\$ 56,150	\$ 24,621 (4)	69.52 %
Ordinances	23,100	17,325	6,478	10,847	37.39
Administration	187,402	140,551	171,549	(30,997) (5)	122.05
City Clerk	172,857	129,642	90,905	38,737	70.12
Elections	805	604	300	304	49.73
Finance	277,574	208,180	212,375	(4,195)	102.02
Auditing	32,775	24,581	30,000	(5,419)	122.04
Assessing	86,000	64,500	62,414	2,086	96.77
Prosecutions	85,160	63,870	62,207	1,664	97.40
Planning & Zoning	124,777	93,583	75,981	17,601	81.19
General Government	95,099	71,324	68,323	3,001	95.79
General Government Building	50,200	37,650	25,824	11,826	68.59
City Sign	3,974	2,980	3,233	(253)	108.48
Information Technology	47,660	35,745	34,822	923	97.42
Police Protection	1,543,272	1,157,454	1,192,580	(35,126)	103.03
Fire Department	736,679	552,509	427,510	124,999 (6)	77.38
Fire Stations	50,900	38,175	26,167	12,009	68.54
EOC	-	-	-	-	-
Sirens	9,244	6,933	8,641	(1,708)	124.64
Building Department	389,501	292,126	268,250	23,876	91.83
Animal Control	3,000	2,250	1,818	432	80.80
Public Works	1,072,470	804,353	571,843	232,510 (7)	71.09
Snow & Ice Removal	66,870	50,153	58,555	(8,402)	116.75
Public Works Stormwater	13,200	9,900	7,519	2,381	75.95
Public Works Building	46,230	34,673	22,009	12,663	63.48
Signs & Signals	23,100	17,325	10,972	6,353	63.33
Utility/ROW	60,200	45,150	23,030	22,120	51.01
Parks Department	384,008	288,006	202,066	85,940 (8)	70.16
Parks Buildings	18,450	13,838	10,548	3,290	76.23
Senior Center	4,434	3,325	1,707	1,618	51.34
Senior Center Building	15,690	11,768	13,772	(2,005)	117.03
Misc Exp	141,200	105,900	5,123	100,777 (9)	4.84
Total Expenditures	5,873,525	4,405,143	3,752,670	652,474	85.19
Excess Revenues (Expenditures)	1,619,269	1,214,452	434,216	(780,236)	
Other Financing Sources (Uses)					
Transfers in	2,000	1,500	-	-	-
Transfers out	(1,808,000)	(1,356,000)	(1,356,000)	0	100.00
TOTAL OTHER FINANCING SOURCES (USES)	(1,806,000)	(1,354,500)	(1,356,000)	0	
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses	\$ (186,731)	\$ (140,048)	\$ (921,784)	\$ (780,236)	

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

General Fund Budget Summary Explanation
As of 09/30/2025 (unaudited)

<u>Item</u>	<u>Explanation of items percentage received/expended less than 90% or greater than 110% and \$ variance greater than \$20,000.</u>
(1)	Licenses and permits is lower than anticipated due to not receiving various Business Licenses until year end, building permits trending \$30,902 or 10.95% lower than 2024, and ROW Permits trending \$15,415 or 35.32 lower than 2025.
(2)	Intergovernmental is lower than anticipated due to not receiving the Fire Relief Supplement funding yet. It comes in October.
(3)	Money market rates have been higher than last several years resulting in higher monthly interest revenue.
(4)	City Council is coming in under budget due to less Attorney and Engineering costs than anticipated for the year.
(5)	Administration is over budget due to Administrative Assistant having more activities in administration then the Clerk Department.
(6)	The Fire Department is under budget due to less personnel costs than anticipated for additional Fire Fighters and less operational costs than anticipated due to high estimation in the operation costs of an additional fire station.
(7)	The Public Works department is under budget due to less spending in street repair supplies and blacktop maintenance as well as not having unexpected repairs.
(8)	Parks is under budget due to less worked time being dedicated to parks by Full-time employees and less operational costs of the parks.
(9)	Miscellaneous Expenditures are underbudget due to the Fire Relief Pension State Aid being in this department. This does not get paid until October.
*	Property taxes settlements are received in January, July, and December each year.

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

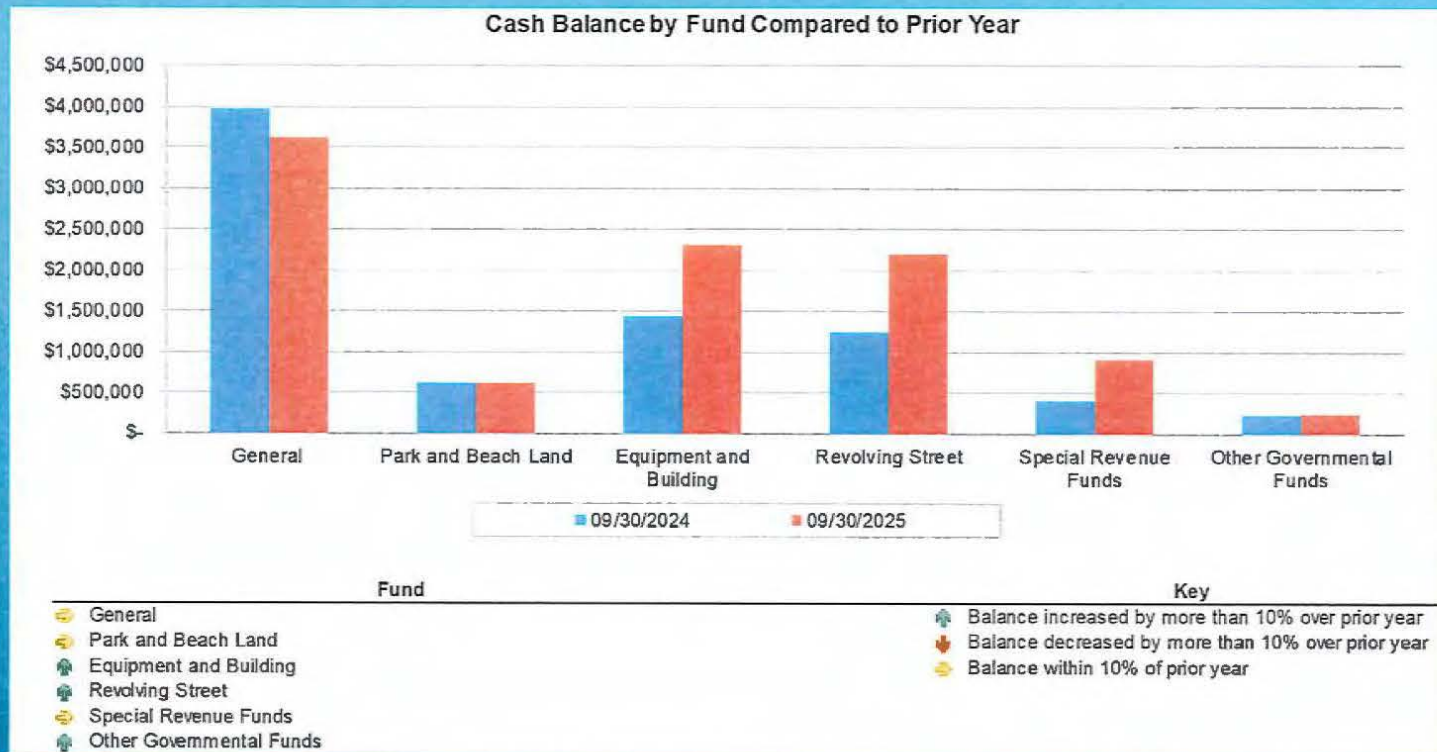
CITY OF HAM LAKE 3RD QUARTER REPORT

Presented by Finance/Human Resource Director, Andrea Murti

OVERALL CASH POSITION

		Balance 09/30/2024	Balance 12/31/2024	Balance 09/30/2025	YTD Change From 12/31/2024
100	General Fund	\$ 3,975,445	\$ 4,456,125	\$ 3,633,658	\$ (822,467)
210	Cable TV Fund	100,573	85,686	74,505	(11,181)
211	Ham Laker Fund	(4,156)	636	(6,910)	(7,546)
212	Lawful Gambling Contributions Fund	176,883	183,402	205,589	22,187
217	CARES Act Grant	-	-	-	-
230	Future Drainage Fund	131,058	140,179	143,618	3,439
231	Recycling Fund	68,010	40,319	33,585	(6,734)
232	Street Light Fund	228,626	256,261	261,080	4,820
233	Sunrise Watershed	-	-	(84)	(84)
234	Upper Rum River Watershed	-	-	(814)	(814)
250	Oakwilt Fund	11,898	11,979	12,366	387
261	Economic Development Fund	1,789	1,801	1,860	59
262	Ham Lake EDA Fund	(320,251)	162,675	183,774	21,098
263	Lodging Tax Fund	4,538	2,837	3,239	402
370	2010 Cip Bond Debt Service Fund	218,160	322,628	233,606	(89,022)
371	2016 Go Capital Note Debt Service Fund-Nmtc	26	26	26	-
410	General Gov't Equipment Fund	82,592	84,436	85,362	926
411	Election Equipment Fund	4,955	5,988	9,297	3,308
412	Building Fund	283,500	287,598	304,487	16,889
420	Fire Department Equipment Fund	(74,400)	684,128	909,375	225,247
421	Emergency Operations Center Fund	43,441	44,186	45,509	1,322
422	Siren Replacement Fund	40,161	40,385	43,225	2,840
428	Building Inspection Equipment Fund	16,911	19,520	27,820	8,300
430	Public Works Equipment Fund	829,676	897,161	633,206	(263,955)
431	Revolving Street Fund	1,247,434	1,148,716	2,214,437	1,065,721
440	Park And Beach Land Fund	620,222	608,105	615,948	7,843
441	Parks Equipment Fund	205,744	217,452	256,389	38,937
890	Trust	595,710	445,796	457,682.56	11,887
	Total	\$ 8,488,544	\$ 10,148,026	\$ 10,381,835	\$ 233,809

GRAPH OF OVERALL CASH POSITION BY FUND TYPE



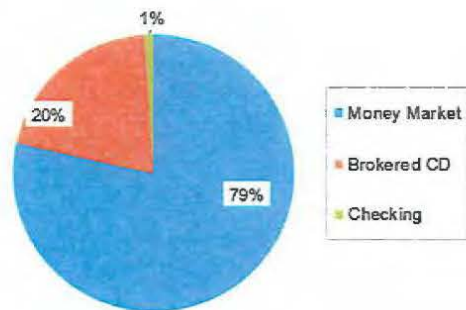
INVESTMENT SUMMARY

Institution	Description	Type	Rate	Market Value 1/1/2025	Deposits - Purchases	Expenditures - Sales	Transfers	Interest	Unadjusted Market Value 9/30/2025	Market Value 9/30/2025	Unrealized gain / loss
RBC	RBC	Money Market	0.00%	105.74	-	249,000.00	(249,105.74)	-	-	-	-
RBC	BMO Harris BK NATL ASSN	Brokered CD	0.50%	246,736.59	-	(249,000.00)	(306.99)	306.99	(2,263.41)	-	2,263.41
RBC	Merrick BK South Jordan Utah	Brokered CD	0.40%	242,516.04	-	(249,000.00)	(747.67)	747.67	(6,483.96)	-	6,483.96
RBC	Texas Exchange BK Crowley	Brokered CD	0.70%	235,907.58	-	-	(1,308.47)	1,308.47	235,907.58	242,379.09	6,471.51
RBC	Malaga BK Palos Verdes Calif	Brokered CD	0.50%	226,965.99	-	-	(931.20)	931.20	226,965.99	234,453.42	7,487.43
				952,231.94	-	(249,000.00)	(252,400.07)	3,294.33	454,126.20	476,832.51	22,706.31
US Bank	US Bank	Money Market		312,169.21	245,000.00	-	82,443.73	11,452.69	651,065.63	651,065.63	-
US Bank	US Treasury Bill	Government Securities		715,902.47	-	-	(12,642.71)	12,642.71	715,902.47	735,592.04	19,689.57
US Bank	US Treasury Bill	Government Securities	3.50%	732,810.00	-	-	(26,250.00)	26,250.00	732,810.00	748,005.00	15,195.00
US Bank	Bank of America - cd	Brokered CD	4.65%	245,354.20	-	-	(11,346.00)	11,346.00	245,354.20	244,470.92	(883.28)
US Bank	Discover Bank	Brokered CD	3.25%	243,750.50	-	(245,000.00)	(8,006.13)	8,006.13	(1,249.50)	-	1,249.50
US Bank	Flagstar Bank Natl Assn - CD	Brokered CD	4.65%	246,064.24	-	-	(11,346.00)	11,346.00	246,064.24	245,525.00	(539.24)
US Bank	Nicolet Natl Bk - Greenbay WI	Brokered CD	4.25%	251,367.99	-	-	(7,944.13)	7,944.13	251,367.99	253,464.57	2,096.58
US Bank	Riverside CA Cmnty College Dist	Brokered CD	1.79%	243,933.25	-	-	(4,908.76)	4,908.76	243,933.25	254,834.25	10,901.00
				2,991,351.86	245,000.00	(245,000.00)	(0.00)	93,896.42	3,085,249.28	3,132,957.41	47,709.13
Falcon National Bank	Falcon National Bank	Money Market	0.45%	54,780.46	835,876.55	-	15,334.75	9,817.86	915,809.62	915,809.62	-
Falcon National Bank	CD 56634 (renewed)	Brokered CD	0.40%	200,000.00	-	-	(500.53)	500.53	200,000.00	200,000.00	-
Falcon National Bank	CD 90484 (renewed)	Brokered CD	4.45%	150,000.00	-	-	(7,175.97)	7,175.97	150,000.00	150,000.00	-
Falcon National Bank	Amarillo National Bank	Brokered CD	4.75%	242,500.00	-	(242,500.00)	(2,192.76)	2,192.76	-	-	-
Falcon National Bank	CIBC Bank USA	Brokered CD	4.75%	108,376.55	-	(108,376.55)	(979.97)	979.97	-	-	-
Falcon National Bank	Pacific Premier Bank	Brokered CD	4.75%	242,500.00	-	(242,500.00)	(2,192.76)	2,192.76	-	-	-
Falcon National Bank	Western Alliance Bank	Brokered CD	4.75%	242,500.00	-	(242,500.00)	(2,192.76)	2,192.76	-	-	-
				1,240,657.01	835,876.55	(835,876.55)	-	25,152.61	1,265,809.62	1,265,809.62	-
21st CENTURY BANK	ICS	Money Market	4.98%	299,431.55	5,063,552.43	(4,653,243.57)	-	17,353.53	727,093.94	727,093.94	-
21st CENTURY BANK	CD			-	-	-	-	-	-	-	-
				299,431.55	5,063,552.43	(4,653,243.57)	-	17,353.53	727,093.94	727,093.94	-
4 M	4M Liquid Assets-101	Money Market	5.20%	93,442.60	-	-	-	3,020.05	96,462.65	96,462.65	-
4 M	4M Plus Fund-101	Money Market	5.23%	4,474,718.99	4,264,302.71	-	(4,248,599.93)	124,557.82	4,614,979.59	4,614,873.85	(105.74)
				4,568,161.59	4,264,302.71	-	(4,248,599.93)	127,577.87	4,711,442.24	4,711,336.50	(105.74)
21st CENTURY BANK	General/Checking	Checking	0.25%	100,020.55	5,617,602.69	(10,367,789.73)	4,750,000.00	186.35	100,019.86	100,019.86	(0.00)
				100,020.55	5,617,602.69	(10,367,789.73)	4,750,000.00	186.35	100,019.86	100,019.86	(0.00)
				\$ 10,151,854.50	\$ 15,026,334.38	\$ (16,350,909.05)	\$ 249,000.00	\$ 257,461.11	\$ 10,343,740.14	\$ 10,414,045.84	\$ 70,305.70

Deposits in Transi 4,387.72
O/S Checks (39,995.92)
Total \$ 10,378,441.64

INVESTMENT SUMMARY

Maturities



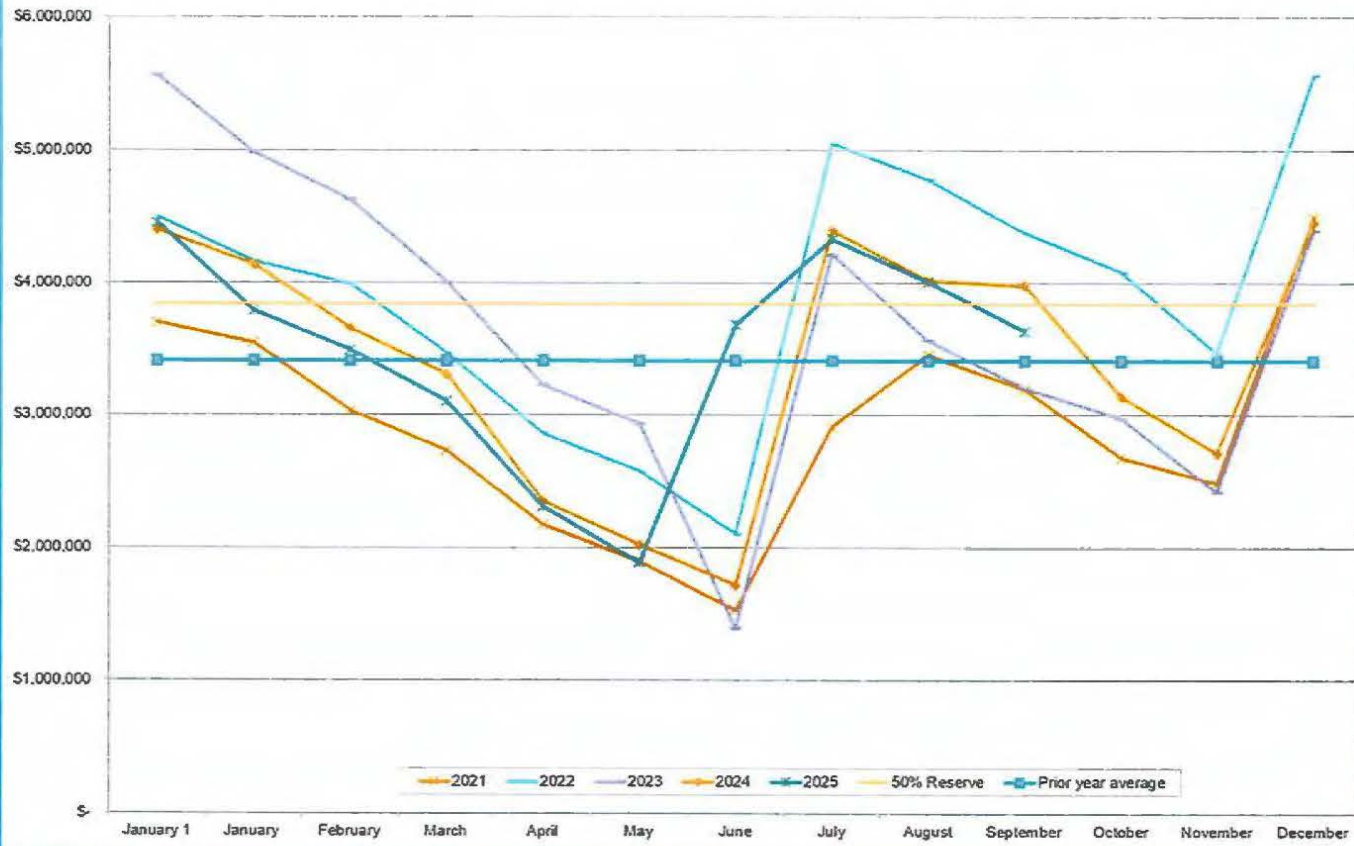
Maturity	Unadjusted Market Value 9/30/2025	Market Value 9/30/2025	Variance 9/30/2025
Current	\$ 7,095,434.42	\$ 7,105,325.55	\$ 9,891.13
< 1 year	727,326.02	732,375.01	5,048.99
1-2 years	942,868.46	970,045.46	27,177.00
2-3 years	732,810.00	748,005.00	15,195.00
3-4 years	495,301.24	508,298.82	12,997.58
5+ years	-	-	-
	<u>\$ 9,983,740.14</u>	<u>\$ 10,064,049.84</u>	<u>\$ 70,309.70</u>

Weighted average Rate of return	0.13%	9/30/2025
Average Maturity (years)	0.13	9/30/2025

Investment Type	Market Value 9/30/2025
Money Market	\$ 7,005,305.69
Brokered CD	\$ 1,825,127.25
Savings	\$ -
Government Securities	\$ 1,483,597.04
Municipal Securities	\$ -
Checking	\$ 100,019.86
	<u>\$ 10,414,049.84</u>

Operating Account	
O/S Deposits	\$ 4,387.72
O/S Checks	\$ (39,995.92)
Reconciled Balance	<u>\$ 10,378,441.64</u>

General Fund Cash Balances 2021-2025



GENERAL FUND BUDGET TO ACTUAL (REVENUES)

	Annual Budget	Budget Thru 9/30/2025 75%	Actual Thru 9/30/2025	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget thru 9/30/2025
Revenues					
Taxes	\$ 6,474,695	\$ 4,856,021	\$ 3,425,135	\$ (1,430,886)	70.53 %
Special Assessments	-	-	-	-	N/A
Licenses and permits	480,000	360,000	314,167	(45,833)	87.27
Intergovernmental	216,500	162,375	121,816	(40,560)	75.02
Charges for services	218,099	163,574	167,143	3,569	102.18
Fines and forfeitures	31,500	23,625	31,401	7,776	132.91
Interest on investments	50,000	37,500	110,323	72,823	294.19
Misc Rev	22,000	-16,500	16,901	401	102.43
Sale of fixed assets	-	-	-	-	-
Total Revenues	7,492,794	5,619,595	4,186,886	(1,432,710)	

GENERAL FUND BUDGET TO ACTUAL

(EXPENDITURES)

Expenditures					
Council	\$ 107,694	\$ 80,771	\$ 55,150	\$ 24,621	69.52
Ordinances	23,100	17,325	6,478	10,847	37.39
Administration	187,402	140,551	171,549	(30,997)	122.05
City Clerk	172,857	129,642	90,905	38,737	70.12
Elections	805	604	300	304	49.73
Finance	277,574	208,180	212,375	(4,195)	102.02
Auditing	32,775	24,581	30,000	(5,419)	122.04
Assessing	86,000	64,500	62,414	2,086	96.77
Prosecutions	85,160	63,870	62,207	1,664	97.40
Planning & Zoning	124,777	93,583	75,981	17,601	81.19
General Government	95,099	71,324	68,323	3,001	95.79
General Government Building	50,200	37,650	25,824	11,826	68.59
City Sign	3,974	2,980	3,233	(253)	108.48
Information Technology	47,660	35,745	34,822	923	97.42
Police Protection	1,543,272	1,157,454	1,192,580	(35,126)	103.03
Fire Department	736,679	552,509	427,510	124,999	77.38
Fire Stations	50,900	38,175	26,167	12,009	68.54
EOC	-	-	-	-	-
Sirens	9,244	6,933	8,641	(1,706)	124.64
Building Department	389,501	292,126	268,250	23,876	91.83
Animal Control	3,000	2,250	1,818	432	80.80
Public Works	1,072,470	804,353	571,843	232,510	71.09
Snow & Ice Removal	66,870	50,153	58,555	(8,402)	116.75
Public Works Stormwater	13,200	9,900	7,519	2,381	75.95
Public Works Building	46,230	34,673	22,009	12,663	63.48
Signs & Signals	23,100	17,325	10,972	6,353	63.33
Utility/ROW	60,200	45,150	23,030	22,120	51.01
Parks Department	384,008	288,006	202,066	85,940	70.16
Parks Buildings	18,450	13,838	10,548	3,290	76.23
Senior Center	4,434	3,325	1,707	1,618	51.34
Senior Center Building	15,690	11,768	13,772	(2,005)	117.03
Misc Exp	141,200	105,900	5,123	100,777	4.84
Total Expenditures	5,873,525	4,405,143	3,752,670	652,474	85.19
Excess Revenues (Expenditures)	1,619,269	1,214,452	434,216	(780,236)	
Other Financing Sources (Uses)					
Transfers in	2,000	1,500	-	-	-
Transfers out	(1,808,000)	(1,356,000)	(1,356,000)	0	100.00
TOTAL OTHER FINANCING SOURCES (USES)	(1,806,000)	(1,354,500)	(1,356,000)	0	
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Uses	\$ (186,731)	\$ (140,048)	\$ (921,784)	\$ (780,236)	

QUESTIONS?

