

City of East Bethel  
City Council Work Meeting  
Date: January 12, 2026 at 6:00 p.m.



This City Council work meeting may be monitored live via the following means:  
Cable Channel 10, MidcoTV Channel 77, or the City of East Bethel YouTube channel  
([www.youtube.com/channel/UC8\\_7ShcME-XG14pN5JrmBGg/live](http://www.youtube.com/channel/UC8_7ShcME-XG14pN5JrmBGg/live))

### ITEM

1. Tax Burden Video and Ideas (p. 2)
  
2. Garbage Haulers RFP Discussion (p. 3-15)

City of East Bethel  
City Council Work Meeting  
Agenda Item Information



Date: January 12, 2026

Agenda Item Number: 1.0

Agenda Item: Tax Burden Video and Ideas

**Background Information:** Administrator Look will review two videos produced by the Anoka County Property Records and Taxation division:

<https://anokacountymn.gov/281/Taxation>

These videos provide an overview of the property tax system and the various factors that can impact what property owners pay each year.

Council may then discuss ideas related to local tax burden.

CONTRACT FOR COLLECTION AND DISPOSAL OF  
REFUSE AND RECYCLABLE MATERIAL  
IN  
THE CITY OF HAM LAKE, MINNESOTA

This Agreement is between the City of Ham Lake, Minnesota, a Political Subdivision ("City") and Ham Lake Haulers, Inc., a Minnesota Corporation ("Contractor"), and is to be effective on February 1, 2021.

**Recitals**

City and Contractor have been parties to the predecessors of this agreement since 1991, pursuant to a negotiated contract implemented under the provisions of Minnesota Statutes Chapter 1 15A.94. This agreement is intended to provide for both the collection of refuse and recyclable materials at curbside from residential customers.

**1.0 Definitions.**

1.1. "Additional Collection Service" shall mean all Refuse that is collected in excess of the capacity of the Refuse Container.

1.2. "Customer(s)" shall mean single family or Townhome dwelling within the corporate limits of the City, but excludes dwelling units within Mobile Home Parks and Multiple Family complexes.

1.3. "Refuse" shall mean household solid waste resulting from single family residences or Townhomes that would normally be collected, processed and disposed of through a public or private solid waste management service *provided, however*, "Refuse" shall never include Excluded Waste.

1.4. "Recyclable Material" shall mean the following items:

- a. Glass containers having no plastic, metal or other lids or attachments;
- b. PET, HDPE and PVC having no metal or other non-plastic materials;
- c. Metal beverage and food cans;
- d. Newspapers printed on paperstock, excluding magazines or books;
- e. Cardboard;
- f. Mixed mail, magazines and phone books.
- g. Paper cartons including juice, milk, soup and broth cartons.

1.5. "Excluded Waste" shall mean toxic waste, special waste, yard waste, medical waste, industrial waste or hazardous materials as those terms are commonly defined.

1.6. "Recycling Container" shall mean a Customer provided container, the nature of which shall from time to time be mutually agreed to by City and Contractor, in which residential customers deposit Recyclable Materials for every other week curbside pickup.

1.7. Refuse Bag" shall mean one (1) Low Base Customer- provided plastic garbage bag weighing no more than 50 pounds.

1.8. "Refuse Container" shall mean a non-flammable, watertight, lidded container having a capacity of between 30 and 95 gallons, generally made of plastic or rubberized material.

1.9. "PET" shall mean Polyethylene Terephthalate, a translucent plastic material, such as the common two-liter soft-drink bottle.

1.10. "HDPE" shall mean High Density Polyethylene, an opaque, lighter-than-water plastic commonly used in such things as milk bottles or laundry detergent bottles.

1.11. "PVC" shall mean Polyvinylchloride, a hard, often transparent plastic that is heavier than water, commonly used for such things as cooking oil bottles.

1.12. "Comingling" means the placement of Recyclable Materials in Recycling Containers without sorting.

## **2.0 General Conditions.**

2.1 **Term.** This agreement shall commence on February 1, 2021, and terminate on January 31, 2026, unless extended in writing by the parties.

2.2 **Organization of Contractor.** Contractor is Ham Lake Haulers, Inc., a Minnesota Corporation whose capital stock is owned by Waste Management of Minnesota, Inc., a Minnesota corporation, and by Ace Solid Waste, Inc., a Minnesota Corporation (each, a "Shareholder"). Contractor may not assign any portion of its rights under this agreement, directly or indirectly, to any other entity not described in this section, absent the prior written consent of City; provided, however, that Contractor may subcontract the performance of this Agreement to the Shareholder(s) without the prior written consent of the City.

2.3 **Basic Duties of Contractor.** Contractor shall provide, and shall be the exclusive provider of, weekly pickup, of all Refuse and every other week pickup of Recyclable Materials, Curbside, at single family residences within the City. All pickup of both Refuse and Single Sort Recyclable Materials shall occur on the same day of the week, and shall occur on only one day of the week, in accord with the schedule noted in paragraph 2.9 below. Customers may practice Comingling of Recyclable Materials, and Contractor shall provide a single receptacle to be used exclusively for the purpose of Comingling recyclables. Contractor shall also pick up gathered Refuse which cannot fit into a Refuse Container. Mobile Home Parks and Multiple Family complexes shall not be considered single family residences, provided, that Contractor shall negotiate in good faith to provide the owner of each Mobile Home Park and Multiple Family complex within the City with every other week, pickup service for Recyclable Materials, at curbside for Mobile Homes, and at a single location for Multiple Family complexes. The Majestic Oaks Townhomes and any like complex within the City of Ham Lake shall be included in this contract at a townhomerate.

The City may, in its sole discretion, enforce the exclusivity provisions of this agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to this agreement.

**2.4 Geographic Division.** Contractor shall divide the area within the City into two distinct service areas, one to be serviced by each Shareholder. The initial service area for each Shareholder shall be as depicted on Exhibit A. No change in the service area held by each Shareholder shall be permitted without the prior written consent of City. Each Shareholder may schedule weekly pickup service within its service area as that Shareholder deems appropriate, subject to the requirement that all pickups in a given service area occur on only one day each week, as outlined in paragraph 2.3 above.

**2.5 Billing.** Contractor shall bill each customer and collect all fees and charges relating to its services under this agreement. As an additional service for the benefit of the City, Contractor shall deliver bills relating to residential street light service, but only to the extent and in accordance with the terms set forth on Schedule 1 attached hereto and incorporated herein by reference

**2.6 City Refuse.** Contractor shall, at no additional cost to City, provide weekly pickup of Refuse at seven locations described as follows, and shall furnish a Two Cubic Yard receptacle at each location:

- City Hall
- City Fire Station at City Hall Complex City
- Maintenance Building
- Lions Park at City Hall
- Fire Station# 2 at Xylite & Crosstown Blvd Ham Lake
- Park on Ham Lake
- Fire Station# 3 (When constructed at some future date.)

**2.7 City Recycling Center.** Contractor shall pick up Recyclable Materials dropped off and gathered in containers at a municipal recycling Center to be maintained by City on City Hall property. Pickup shall be as needed. There shall be no additional charge to City for this service.

**2.8 Disposal and Observance of Regulatory Provisions.** Contractor shall dispose of all Refuse and Recyclable Materials in a lawful manner, and in all other respects, shall observe all rules, regulations, statutes, laws, or ordinances (collectively, "governance") of any entity having jurisdiction over Contractor's activities. In addition, Contractor shall observe all governance of or concerning:

- a) Discrimination on any prohibited basis;
- b) Occupational or workplace activities;
- c) Required insurance coverages;
- d) Payroll, income and property taxes;
- e) Licensing and permitting;
- f) Wage and hour matters;
- g) Unemployment compensation;
- h) Motor vehicle registration, licensing and serviceability;

**2.9 Reporting Requirements.** Contractor shall furnish such reports on the following topics or subjects as

may from time to time be requested in writing from City. All such reports or information shall be furnished within a reasonable time as specified in the request:

- a) Volume of Refuse and/or Recyclable Materials collected within the City;
- b) Copies of disposal records;
- c) The current pickup schedule for each stop that includes which shareholder services
- d) Complaints from customers.

**2.10 Hours for Pickup Activities.** All pickup activities shall occur between Monday and Friday, except that if a regularly scheduled pickup day falls on a legal Holiday, pickup for that week only may occur on a Saturday, but a pickup day falling on a legal Holiday will be made up within 48 hours of the normal pickup day. Weather permitting, Contractor shall maintain a consistent time window of the same hour for pickup of Recyclable Materials or Refuse at each stop, and if Contractor determines to change the hour of pickup, shall notify the customer a reasonable time in advance of the hour change.

**2.11 Complaints.** Contractor shall promptly respond to all customer complaints, and where the complaint is justified, Contractor shall promptly take remedial action to rectify the problem. If the complaint reveals that Contractor failed to pick up Refuse or Recyclable Materials from a given stop at the appropriate time, Contractor shall provide pickup service to the omitted stop within 24 hours of the time of the complaint. All complaints shall be taken at a single telephone number to be maintained by Contractor, to be answered "Ham Lake Haulers", and not in the name of a Shareholder of Contractor. The complaint line shall be staffed between the hours of 8:00 am and 4:30 pm on weekdays, legal Holidays excluded.

**2.12 Exclusions / Title.** Contractor (or Shareholders) shall not be required to collect, transport, dispose of or otherwise handle any material which is or which the Company reasonably believes to be or contain Excluded Waste. Title to all Refuse and Recyclable Material shall pass to Contractor upon it being loaded onto its Shareholder(s)'s respective collection vehicle. Customers (including, without limitation, the City) shall not deposit in Shareholders's equipment or place for collection by Contractor any Excluded Waste. Title to and liability for any Excluded Waste shall remain with the generator of such Excluded Waste, even if Contractor (or Shareholders) inadvertently collects and disposes of such Excluded Waste.

### **3.0 Remuneration.**

**3.1 Charges to Customers.** Contractor shall follow the fee schedule noted on Exhibit B for regular weekly and every other week pickup, and for pickup of items not capable of fitting into a Refuse Container.

**3.2 SCORE Funding For Curbside Recycling.** In addition to Contractor receiving payments from residential customers according to the fee schedule on Exhibit B, City shall pay to Contractor the sum of \$8,127.50 per quarter, due on April 1, July 1, October 1, and January 1 of each year, commencing April 1, 2021. It is acknowledged that this figure is based upon anticipated municipal revenues from the SCORE Fund, a governmental program administered by other governmental agencies. If for any reason these funds are eliminated, the curbside recycling program shall continue, and Contractor shall be compensated by adding 64 cents (the "Recycling Surcharge") to the Monthly Rate being charged to Customers under the rate schedules listed in Exhibit B. The Recycling Surcharge shall be adjusted if the SCORE funding is reduced from its current level, but not eliminated. The adjustment shall be done according to the following formula:

Recycling Surcharge=  $[(S \text{ divided by } \$32,510.00) \text{ times } \$ .64]$ , where S equals the new amount of SCORE funding available to the City on an annual basis.

**3.3 Adjustments Due to Tipping Fee Changes.** It is acknowledged that the Tipping Fee rates anticipated for disposal of Refuse will, at the inception of this agreement, be \$81.50 per ton. It is anticipated that the Tipping Fee will rise by \$2 per ton annually, starting on January 1, 2022, but the tipping fee portion of residential rates will not increase unless an unforeseen increase occurs.

Notwithstanding the foregoing, Contractor shall notify City of any increase or decrease in the Tipping Fee within seven business days after Contractor learns of any such increase. Upon such increase or decrease, the Exhibit B Rates shall be equitably adjusted. Contractor shall furnish such information to City as is reasonably necessary for City to determine the amount of equitable adjustment necessary. If the parties are unable to agree upon the amount of equitable adjustment, then, the rates on Exhibit B shall automatically increase in accordance with the following formula:

$$((\text{The Amount of Any Increase in the Tipping Fee Per Ton}) \times (.93)) / 12 = \text{The Amount to be Added to the Monthly Rates on Exhibit B}$$

For the avoidance of doubt and by way of example only, if Tipping Fees increase by \$3.00 per Ton and Contractor and City are unable to agree upon an equitable adjustment to the rates on Exhibit B, such rates would automatically increase by \$.23 per month  $((\$3.00) \times (.93) = \$2.79) / 12$ .

**3.4 Credit for Temporary Service Interruption.** Upon the advance request of a Customer who advises Contractor of a need to temporarily interrupt service for a period which would include four normal pickup dates or more (for Refuse Bags or Containers), such as might occur as a result of a vacation or other absence, Contractor shall provide for a pro-rata reduction in the normal monthly fee for that customer.

**4.0 Collection from Non - Paying Customers.** The fees levied for service by Contractor shall constitute a civil debt and liability owing to Contractor from the Customer and shall be collectible in any manner provided by law, including, without limitation, the reporting of delinquent payers to collection agencies or bureaus. The Contractor will follow a standard collection process each month to ensure timely payments as described below:

<b>Day</b>	<b>Action</b>
20 <sup>th</sup>	Payment is due
25 <sup>th</sup>	Friendly Auto Phone Message Sent/Payment Due on the 20 <sup>th</sup>
30 <sup>th</sup>	Reminder Bill is sent with a \$10.00 Finance Charge
35 <sup>th</sup>	2 <sup>nd</sup> Friendly Auto Phone Message Sent
40 <sup>th</sup>	Account is flagged as Suspend Non Payment in Billing System
41 <sup>st</sup> to 47 <sup>th</sup>	Trash is Serviced but Tagged – Call Ham Lake Haulers
60 <sup>th</sup>	Service Pricing is Ended and Cart Removal Orders Created
60 <sup>th</sup>	3 <sup>rd</sup> Friendly Auto Phone Message Sent – Avoid 3 <sup>rd</sup> Party Collections
60 <sup>th</sup>	City of Ham Lake is notified
85 <sup>th</sup>	Accounts are changed to Collection Status in Billing System
120 <sup>th</sup>	Accounts are Written Off and Sent to Collections Company

In addition to steps set forth above, the Contractor may request delinquent collection support from the City for delinquent accounts over three months past due. ~~The City shall establish its own procedures for processing and administration of such request from the Contractor to collect delinquencies via the City's powers available for collection of special service fees.~~ **Contractor shall be allowed to collect reasonable finance charges from non-paying customers once approved by the city council.**

**4.1 Uniform Signage.** Each Shareholder of Contractor may utilize rolling stock which bears the corporate name and insignia of that Shareholder;

**4.2 General Conditions of Default, Notice and Termination.** The remedies available to City under paragraphs 4.2 hereof shall be optional with City. In the event that City deems that a condition of default exists on the part of Contractor (it being acknowledged that Contractor is responsible for the actions of its Shareholders), City shall provide Contractor with written notice of the condition of default, the requirements to cure the default, and a reasonable time period in which to cure the default. Upon failure of Contractor to timely cure the default, City may terminate this agreement, in which case Contractor shall continue to perform the agreement for such time as is

necessary to provide for a transition of service to other haulers, not to exceed thirty days.

**4.3 Review Meeting.** When requested, Contractor shall cause a representative of each of its Shareholders to attend a meeting with City staff, to be conducted at City Hall, 15544 Central Avenue Northeast, upon reasonable notice from City.

**4.4 Funding Programs.** Contractor acknowledges that from time to time, City is engaged in applying for, qualifying for and receiving certain funding from other entities for solid waste disposal, and that City must provide certain data or follow certain procedures in order to be eligible for such funding. Contractor shall make good faith efforts to cooperate as requested in the application for or continued qualification for any such funding.

**4.5 General Indemnification.** Contractor acknowledges that this agreement creates no relationship between City and Contractor or its Shareholders, of principal and agent, master and servant, employer and employee, or any other condition in which the doctrine of respondent superior could or should be applied to City, or under which vicarious liability could be ascribed to City due to any act or omission of Contractor, its Shareholders or agents. To this end, Contractor and its Shareholders shall defend, indemnify and save harmless City against any liability and any claim of liability for any negligent act or omission or willful misconduct of Contractor, its Shareholders and agents to any third party which arises out of this existence of this contract.

**4.6 Notices.** Whenever under this agreement there is a requirement of written notice, such notice shall be sufficient if personally delivered, as evidence by affidavit of service, or mailed by Certified United States Mail to the following:

As to City:  
c/o City Administrator  
15544 Central Avenue Northeast  
Ham Lake, MN 55304

with copies to:

Joe Murphy  
Carson, Clelland & Schreder  
Brookdale Corporate Center  
6300 Shingle Creek Parkway  
Suite 305  
Minneapolis, MN 55430

As to Contractor:  
Ham Lake Haulers, Inc.  
6601 McKinley St NW  
Ramsey, MN 55303

with copies to:

Waste Connections, Inc.  
Attn: Legal Department  
3 Waterway Square Place, Suite 110 The  
Woodlands, TX 77380

**4.7 Dispute Resolution.** Any dispute arising out of the terms of this agreement, may be resolved by Arbitration, under the rules of the American Arbitration Association. Subject to the exception noted below, the arbitrator(s) in any such action may award to the prevailing party all reasonable costs and expenses, including attorney's fees. ]Except as noted above, the prevailing party in any dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

**4.8 Force Majeure.** Contractor shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event beyond the control of Contractor renders its performance hereunder substantially impossible. Contractor shall diligently pursue resumption of services after such an event.0

**4.9 No Joint and Several Liability Among Shareholders.** The Parties agree that each Shareholder shall not be liable for any of the obligations or liabilities of the other Shareholder or of the Contractor. Under no circumstances shall the obligations or liabilities of one Shareholder be considered joint and several with the obligations or liabilities of any other Shareholder.

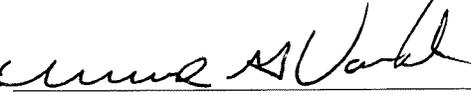
**4.10 Entire Agreement / Modification.** This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter herein, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

*(Remainder of page intentionally left blank.)*

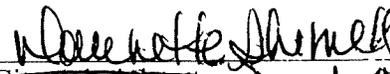
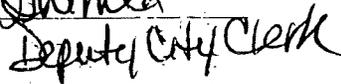
Wherefore, the parties have executed this Agreement to be effective February 1, 2021.

City of Ham Lake

Ham Lake Haulers, Inc.

By:   
Mayor

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

By:   
City Administrator   
Deputy City Clerk

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

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Exhibit A: Service Areas

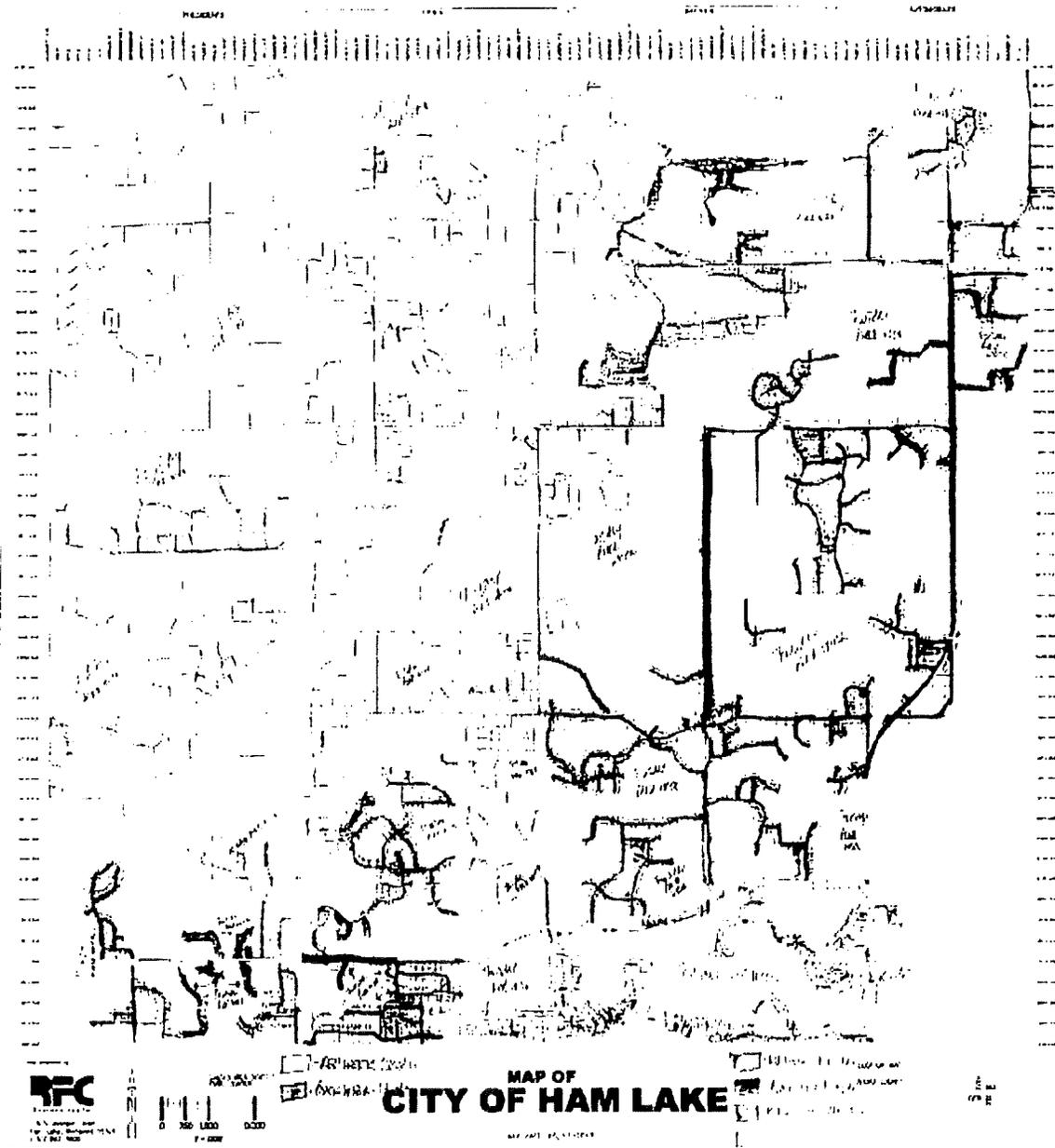


Exhibit B: Rates

I. Curbside Refuse Pick

<u>I. Curbside Refuse Pickup****</u>	2/1/2021	2/1/2022	2/1/2023	2/1/2024	2/1/2025
Low Base Customers**	\$ 9.88	\$ 10.08	\$ 10.28	\$ 10.48	\$ 10.69
30-38 Gallon Customers*	\$ 12.33	\$ 12.58	\$ 12.83	\$ 13.08	\$ 13.35
60-76 Gallon Customers*	\$ 17.72	\$ 18.07	\$ 18.44	\$ 18.80	\$ 19.18
77-90 Gallon Customers*	\$ 20.25	\$ 20.66	\$ 21.07	\$ 21.49	\$ 21.92
Two Container Customers*	\$ 29.33	\$ 29.92	\$ 30.51	\$ 31.13	\$ 31.75
Townhomes***	\$ 15.99	\$ 16.31	\$ 16.64	\$ 16.97	\$ 17.31
Curbside Recycling Only	\$ 6.55	\$ 6.68	\$ 6.81	\$ 6.95	\$ 7.09

\*Customer will not be charged extra so long as all Refuse offered for pickup is contained in the container, even if extending slightly above the top rim of the container.

\*\*A "Low Base" customer is a customer offering a single garbage bag of Refuse, not in a container furnished by Contractor. There are 26 existing "Low Base" customers, who shall continue to be served by Contractor, but Contractor shall not accept any additional "Low Base" Customers, and shall require all future customers to use a container furnished by Contractor.

\*\*\*This rate shall only apply to Townhomes, per dwelling unit.

All Pricing listed is per month.

II. Fees for Specific Items (Listed on the following page)

1) Extras will be taken and charged to the home owners account, except in the case of townhomes/associations where pickup and payment must be prearranged.

Extra Charges			
Extra bag of refuse	\$ 2.00	Couch	\$ 25.00
Bundle of Brush (5ft length X 3 inch diameter branch size limit)	\$ 5.00	Hide a bed	\$ 35.00
Auto Car Seat (single)	\$ 12.50	Table	\$ 15.00
Auto Car Seat (double)	\$ 17.00	Kitchen Chair	\$ 4.00
Mattress or box spring - single	\$ 40.00	Bathtub	\$ 30.00
Mattress or box spring -Double or larger	\$ 50.00	Sink	\$ 12.00
Carpet & pad (12x12 room, 4-5 ft wide, rolled up)	\$ 20.00	Toilet	\$ 15.00
Chair (stuffed or recliner)	\$ 20.00	Lawnmower (push type, drain all fluids)	\$ 17.00
		Christmas Tree	\$ 5.00

**Special Material Collection Price List**

- 1) Electronics containing a CRT are banned from disposal in the garbage.
- 2) Other electronic/computer related items can be disposed of in the garbage, but will be offered recycle option
- 3) Major appliances are banned from disposal in the garbage and must be either recycle or reused.
- 4) A separate truck other than the regular service truck will be dispatched for collection.
- 5) **Collection is done on the regular day of service**
- 6) **Advance notice for scheduling is required.**
- 7) Remind customer to call in advance to cancel. STOP fee is non-refundable unless cancelled in advance
- 8) Appliance must be empty - no food, clothes, trash, etc. left in it
- 9) Item(s) must be visible and **curbside by 6:30am** - Be sure to advise the customer
- 10) Highlighted items **must be** recycled-MN state law. Non highlighted optional -we can recycle per request

**Stop Charge \$35.00 PLUS per item charges below**

Computer Related Items			
Computer Monitors	\$ 15.00	PDA	\$ 5.00
CPU Box	\$ 5.00	Printer - Household	\$ 10.00
Laptop Computer	\$ 10.00	Scanner - Household	\$ 10.00
Keyboard & Mouse	\$ 5.00	Scanner - Large Business	\$ 20.00
Office Equipment & Other			
Copier	\$ 25.00	Fax Machines	\$ 5.00
Cell Phone	\$ 5.00		
Televisions			
Console Television	\$ 60.00		
Television > 40 in	\$ 45.00	Television > 20 up to 29 in	\$ 25.00
Television > 30 up to 39 in	\$ 30.00	Television < 20 in	\$ 15.00
Appliances- <i>Always verify if it's a residential or commercial type appliance</i>			
Only electric refrigerators are accepted - no gas refrigerators will be taken			
Refrigerator - Household	\$ 20.00	Clothes Washer	\$ 20.00
Dishwasher	\$ 20.00	Clothes Dryer	\$ 20.00
Stove	\$ 20.00	Dehumidifier	\$ 20.00
Freezer	\$ 20.00	Furnace - Residential	\$ 20.00
Trash Compactor - Household	\$ 20.00	Room Air Conditioner	\$ 30.00

<b>Water Heater - Household</b>	\$ 20.00	<b>Air Heat Pump</b>	\$ 30.00
Outside Air Conditioner Unit	\$ 30.00		
<b>Water Heater - Pool</b>	\$ 20.00		
Garbage Disposal	\$ 15.00		
Microwave	\$ 10.00		
<b>Tires</b>			
Car Tire without Rim	\$ 2.00	Truck Tire without Rim	\$ 25.00