



HAMBURG CITY COUNCIL AGENDA
APRIL 11, 2017

1. **Call City Council Meeting to Order at 7:00 PM**
 - **Pledge of Allegiance**
2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
3. **Agenda Review (Added Items) and Adoption**
4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Minutes for March 14, 2017**
 - **Approve Added Claims List for March 2017**
 - **Approve Claims List for April 2017**
 - **Move Public Hearing for Ordinance Number 154 (Plumbing Review) to May 9th, 2017 at 7:00 PM**
 - **Pond Brush Pile Signup Sheet**
 - **Employee Project Lists**
 - **Delinquent Utility Bills Report**
5. **Hamburg Fire Department**
 - **Fire Board Meeting April 6, 2017**
 - **Township Emergency Service Agreements for 2017/2018**
6. **Parkside Tavern**
 - **On-Sale/Off-Sale Liquor License (June 24th)**
7. **Justin Black (S.E.H.)**
 - **Industrial Park Expansion Report**
 - **Timberline Woodproducts**
8. **Old City Business**
 - **County Transportation Sales Tax/Wheelage Tax**
 - **County Road Maintenance Agreement**
 - **Crosswalk – CR 50 (Park Ave) at Brad Street (Bicentennial Park)**
 - **Community Center & Community Hall Repairs**
 - **CC/Park Flag Pole Lights (LED Lights)**
 - **Estimates from Robb's Electric**



***HAMBURG CITY COUNCIL AGENDA
APRIL 11, 2017***

9. New City Business

- Animal Impound Contract (Countryside Vet Clinic)
- Basketball Hoop (Park)
- Part-time Help (Summer)
 - Rehire Mel Sprengeler

10. City Council Reports

- Councilmember Jason Buckentin
- Councilmember Tim Tracy
- Councilmember Steve Trebesch
- Councilmember Scott Feltmann
- Mayor Chris Lund

11. Adjourn City Council Meeting



HAMBURG CITY COUNCIL AGENDA
APRIL 11, 2017

COMMUNITY HALL & PARK ACTIVITIES

APRIL

- 1 – HHFC Appreciation
- 7 – Hamburg Lions Spring Bingo
- 9 – HFDRA Easter Egg Hunt (Hall/Park)
- 29 – Park Rental

MAY

- 20 – Wedding Reception

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

APRIL

- 3 – Hamburg Lions Club
- 3 – HFD Training
- 4 – Zebra Ditch Meeting – 8:00 PM
- 6 – Fire Board Meeting – 4:30 PM
- 9 – Community Center Rental
- 11 – Hamburg City Council Meeting – 7:00 PM
- 11 – Young America Township Meeting
- 16 – Community Center Rental
- 17 – Hamburg Lions Club
- 23 – HFDR Pork Chop Dinner
- 24 – School Board Meeting – 6:00 PM
- 24 – Hamburg Fire Dept. (Relief Association) Meeting
- 27 – Hamburg Fire Department

MAY

- 1 – Hamburg Lions Club
- 1 – HFD Training
- 9 – Public Hearing (Ordinance #154) – 7:00 PM
- 9 – Hamburg City Council Meeting – 7:00 PM
- 9 – Young America Township Monthly Meeting
- 15 – Hamburg Lions Club
- 21 – Community Center Rental
- 29 – Hamburg Fire Dept. (Relief Association) Meeting



***HAMBURG CITY COUNCIL AGENDA
APRIL 11, 2017***



HAMBURG CITY COUNCIL AGENDA MARCH 14, 2017

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 pm. Council Members Steve Trebesch, Scott Feltmann, Jason Buckentin, and Tim Tracy were present. Also in attendance were City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Justin Buckentin, FD Secretary Jayson Hanson, residents Larry Mueller, and Mike and Karen Buckentin.

Agenda Review (Added Items) and Adoption

- Updated January claims list
- Requested time-off date changes
- **Motion:** Councilmember Steve Trebesch moved to approve the Agenda Review as amended. Seconded by Councilmember Tim Tracy. Motion was unanimously approved. All Council Members were present.

Consent Agenda

- Approve On-Sale Liquor Licenses for Hamburg Lions Club
 - April 7, 2017
- Approve Minutes for February 28, 2017
- Approve Claims List for January 2017
- Approve Claims List for March 2017
- Approve Time-Off Request (Jeremy Gruenhagen)
- Order Approving Annexation (Malz Parcel)
- Employee Project Lists
- Water/Wastewater Report for February 2017
- Delinquent Utility Bills Report
- **Motion:** Councilmember Steve Trebesch moved to approve the Consent Agenda. Seconded by Councilmember Scott Feltmann. Motion was unanimously approved. All Council Members were present.

Hamburg Fire Department

- **2016 Township Report** – Chief Buckentin presented the 2016 Township Report and answered questions. All Fire Department members exceeded the 20% response standard.

Carver County Commissioner Jim Ische and County Admin Dave Hemze

- **County Transportation Sales Tax/Wheelage Tax** – Mr. Ische and Mr. Hemze presented how the Met Council's budget changes have left a 128 million dollar budget gap for long-term road expansion, traffic and safety projects. The additional tax/wheelage tax revenue funds would be used to specifically improve Carver County roads.
- **County Road Maintenance Agreement** – Mr. Ische and Mr. Hemze listened to safety concerns regarding County Road 50 as it approaches and runs through town regarding a shoulder for walkers /bikers and a crosswalk to the park. They will seek out the answers and report back.



HAMBURG CITY COUNCIL AGENDA MARCH 14, 2017

Old City Business

- Plumbing Plan Review Agreement (MNSPECT)
- **Motion:** Councilmember Steve Trebesch moved to hold a Public Hearing regarding MNSPECT Plumbing Plan Review Agreement at 6:45 p.m. on April 11, 2017. Seconded by Councilmember Scott Feltmann. Motion was unanimously approved. All Council Members were present.
- Industrial Park (Plat)
 - Timberline Wood Products –
*The Feasibility Study Report is near completion. Will review at the next Council Meeting on April 11, 2017

New City Business

- CC/Park Flag Pole Lights (LED Lights)
 - Estimate from Robb's Electric
 - * The Council would like the estimate to include the flag poles at the park, and the Water Treatment Plant before moving forward.

City Council Reports

- **Councilmember Steve Trebesch** – Inquired about:
 - Office move/renovation progress – Have wall looked at for door placement
 - Enforcing City Ordinance on unfinished and dilapidated buildings – Mayor Lund will have the Personnel Committee and Deputy Clerk work on reviewing City Ordinances.

Motion: Councilmember Scott Feltmann moved to close the Hamburg City Council Meeting at 8:13 p.m. Seconded by Councilmember Steve Trebesch. Motion was unanimously approved. All Council Members were present.

Submitted by:

Tamara Bracht
Deputy Clerk

2017 March Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - February	\$2,743.44	3/14/2017
ACH	PERA	Divided	PERA Withholding - February	\$771.94	3/14/2017
ACH	PERA	Divided	PERA Withholding - March	\$343.60	3/14/2017
ACH	PERA	Divided	PERA Withholding - March	\$409.27	4/11/2017
ACH	MN Dept. of Revenue	Divided	State Withholding for February 2016	\$473.00	3/14/2017
ACH	HealthPartners	Divided	Health Insurance for March 2017	\$2,724.89	3/14/2017
ACH	Kwik Trip	General Gov't	Gas for City Vehicle	\$39.28	3/14/2017
18438	Greg Schultz	Divided	Wages 2-13-17 to 2-26-17	\$1,452.24	3/14/2017
18439	Tamara Bracht	Divided	Wages 2-13-17 to 2-26-17	\$359.71	3/14/2017
18440	Business Essentials	Hall	Single Fold & C-Fold Paper Towels	\$62.30	3/14/2017
18441	ECM Publishing	Hall	Hall Advertisement in Wedding Guide	\$170.00	3/14/2017
18442	Elvera Mackenthun	Water	Overpayment of Final Water Bill	\$121.79	3/14/2017
18443	G&K Services	Divided	Cleaning Supplies	\$68.24	3/14/2017
18444	Hamburg Post Office	Divided	Postage for March Utility Bills and General Office	\$151.00	3/14/2017
18445	Menards	Divided	Swiffer Wet Jet with Refills & Air Freshner for Bowling Alley, Spa	\$186.04	3/14/2017
18446	MNSPECT, LLC	Public Safety	Residential Inspection/Permit Fee 614 Donald Re-Roof	\$35.00	3/14/2017
18447	NAPA Auto Parts	Divided	Air Filter and Oil for Heavy Rescue, Oil for Ford Ranger	\$180.91	3/14/2017
18448	Total Control Systems, INC	Water	Replaced transducer in WTP	\$2,348.63	3/14/2017
18449	US Postal Service	General Gov't	2017 Post Office Box Rental Fee (Box 248)	\$92.00	3/14/2017
18450	Viking Bottling Co.	Hall	Pop for Hall Upstairs (2-3-17)	\$192.00	3/14/2017
18451	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for February	\$1,014.38	3/14/2017
18452	Wm Mueller & Sons, Inc.	Public Works	Fuel for Ranger and Bobcat	\$118.16	3/14/2017
18453	Xcel Energy	Divided	Electricity & Natural Gas (2-1-17 to 3-5-17)	\$1,918.56	3/14/2017
18454	Jeremy Gruenhagen	Divided	March Wages	\$1,762.22	3/14/2017
18455	Carver County (Carverlink)	General Gov't	Phone/Internet Services for March 2017	\$145.08	3/14/2017
18456	CenturyLink	Divided	Telephone Service 2-18-16 to 3-17-17	\$152.43	3/14/2017
18457	Greg Schultz	Divided	Wages 2-27-17 to 3-12-17	\$1,578.96	4/11/2017
18458	Tamara Bracht	Divided	Wages 2-27-17 to 3-12-17	\$555.76	4/11/2017
18459	Jayson Hansen	Public Safety (FD)	2016 On-Call Pay (17 Calls)	\$156.99	4/11/2017
18460	MDH Drinking Water Protection	Water	Water Supply System Operator Exam Fee for Greg Schultz	\$32.00	4/11/2017
18461	Greg Schultz	Divided	Wages 3-13-17 to 3-26-17	\$1,640.82	4/11/2017
18462	Tamara Bracht	Divided	Wages 3-13-17 to 3-26-17	\$614.85	4/11/2017
18463	BNB Property, LLC	Water	Reimbursement for Final Bill Overpayment	\$0.13	4/11/2017
18464	Business Essentials	General Gov't	Dishwand, Windex with Vinegar	\$14.41	4/11/2017
18465	CenturyLink	Divided	Phone Service for WTP, Hall (3/18/17-4/17/17)	\$150.45	4/11/2017
18466	Floyd Total Security	Sewer	Base Alarm Monitoring for WWTP, Service Call for Lift Station	\$198.85	4/11/2017
18467	Menards	Divided	Paint and paint supplies for office, toilet for hall basement bathro	\$276.03	4/11/2017
18468	MVTL Labs, Inc.	Sewer	Influent Lift Station Sample - Report Date 3/23/17	\$79.50	4/11/2017
18469	Plunkett's Pest Control	General Gov't	General Inspection of City Hall and FD on 3/15/17	\$37.86	4/11/2017
18470	Quill	General Gov't	Swiffer Wetjet kit and refill, Pine Sol, Magic Erasers	\$57.67	4/11/2017
18471	Ready Watt Electric	General Gov't	Testing and Repaired Siren, Installed New Batteries	\$759.00	4/11/2017
18472	Robb's Electric, Inc.	Divided	Wired Lights in FD, Repaired Outside Lights	\$731.29	4/11/2017
18473	S.E.H. Inc.	Public Works (Streets)	Project #139213 Hamburg Industrial Park Engineering Fee	\$893.50	4/11/2017
			Total March Claims	\$25,814.18	\$8,187.34

Close Pond Gate	Council Member / Mayor
4/15/2017	
4/29/2017	
5/13/2017	
5/27/2017	
6/17/2017	
7/1/2017	
7/15/2017	
7/29/2017	
8/12/2017	
8/26/2017	
9/16/2017	
9/30/2017	
10/14/2017	
Maintenance Worker Greg Schultz will Open Ponds on Saturday Mornings	
Above Scheduled Council Member / Mayor to Close Ponds at 12:00 PM	

EMERGENCY SERVICES AGREEMENT

This agreement is entered into on the date appearing below between the City of Hamburg, a Minnesota Municipal Corporation, hereafter "City", and the following Sibley County, Minnesota township, hereafter "Township", to provide emergency fire fighting, accident, disaster response services, and first responder services to the sections of said township designated below:

Township	Sections
Washington Lake	1, 2, 3, 4, 5, North ½ of Section 6, North and East ½ of Section 8, 9 through 15 inclusive

In consideration of this agreement, the City agrees that its fire department shall undertake to answer any fire calls which occur in the area of the Township described above, and to respond with emergency rescue services to any accidents, or to any tornado, windstorm or other natural disasters in the same areas, to the extent that said fire department personnel and equipment are reasonably available. It is understood and agreed that at all times during the City fire department response to such emergencies, all fire department personnel and equipment shall be under the supervision and control of the City fire chief and other supervisory City fire department officers. Said fire department supervisors shall have sole discretion in determining fire fighting, accident, or natural disaster response tactics, and in determining the scope of the response that the fire department can provide, based on the experience, training and equipment available to the fire department personnel at the scene of the emergency.

The senior City fire department officer on the scene of an emergency may determine that, because of the nature or scope of the emergency, substantial additional personnel and equipment from other sources, including other first responders, such as other local fire departments, other government agencies or private contractors, may be necessary to adequately respond to the emergency. In such case, the additional personnel, equipment, or involvement of other agencies or private contractors will be authorized by the senior city fire department officer on the scene. It is understood and agreed that the Township and/or the private property owner, as appropriate, will be responsible for the costs of such additional personnel, equipment or involvement of other agencies or private contractors, and the City shall have no liability for such costs.

The responsibility the City assumes under this agreement is to the public generally, and not to any specific groups, individuals or private property. The City shall not incur any liability for personal injury, or the loss or destruction of any property by fire, smoke, water, explosion, weather, or any consequence of a natural disaster.

No liability shall be incurred by the city because of the inability of the City's fire department to respond to an emergency call because of failure of City vehicles or equipment to operate properly, or because adverse weather conditions prevent a timely response, or because city fire department personnel or equipment are unavailable for any reason, including but not limited to being occupied by a previous call for emergency services. In such cases, the city will make a reasonable attempt to obtain emergency coverage from other cities with which it has mutual aid agreements.

In consideration of this agreement, the Township agrees to pay to the City the sum of \$150.00 per building unit per year. A building unit is defined as a home, a farm building site, or a business site. It is agreed that the following number of building units exists in each township as of 2017 listed below, for purposes of this calculation:

Township	Building Units
Washington Lake	86

The above count of building units shall be modified if additional building units are constructed or building units are eliminated in future calendar years.

The Township payments to the City under this agreement shall be made in two installments of 50 percent each on June 1st and December 1st of each calendar year. As an alternative to these payment terms, each township can elect to pay their service fee in one yearly payment, on June 1st, for services for that year.

This contract is to be considered automatically null and void if the Township does not pay the sums described above by the dates described above.

This agreement shall be effective as of the 2017 calendar year, and shall automatically renew under the same terms and conditions at the end of each calendar year for an additional calendar year, unless cancelled by any party hereto by a written notice served on the other parties no later than October 1 of any such calendar year, to be effective to cancel the contract as to that party at the end of that calendar year. Any such cancellation notice must be served on the other parties by U.S. Mail, certified return receipt, addressed to the business address of the other parties, postmarked no later than October 1 of that calendar year.

If either the Township or City cancels this agreement by the above described procedure, this agreement shall be considered null and void.

In Testimony Whereof, the parties execute this agreement on the date appearing below, by their authorized officials.

Dated: April 11, 2017

CITY OF HAMBURG
181 Broadway Avenue
P.O. Box 248
Hamburg, MN 55339

By: _____
Chris Lund, Mayor

Attest: _____
Jeremy Gruenhagen, City Clerk/Treasurer

WASHINGTON LAKE TOWNSHIP
C/O Diana Kroells
17891 158th Street
Hamburg, MN 55339

By: _____
David M Rohde, Township Chairman

Attest: _____
Diana Kroells, Township Clerk

EMERGENCY SERVICES AGREEMENT

This agreement is entered into on the date appearing below between the City of Hamburg, a Minnesota Municipal Corporation, hereafter "City", and the following Sibley County, Minnesota township, hereafter "Township", to provide emergency fire fighting, accident, disaster response services, and first responder services to the sections of said township designated below:

Township

Washington Lake

Sections

1, 2, 3, 4, 5,
North ½ of Section 6,
North and East ½ of Section 8,
9 through 15 inclusive

In consideration of this agreement, the City agrees that its fire department shall undertake to answer any fire calls which occur in the area of the Township described above, and to respond with emergency rescue services to any accidents, or to any tornado, windstorm or other natural disasters in the same areas, to the extent that said fire department personnel and equipment are reasonably available. It is understood and agreed that at all times during the City fire department response to such emergencies, all fire department personnel and equipment shall be under the supervision and control of the City fire chief and other supervisory City fire department officers. Said fire department supervisors shall have sole discretion in determining fire fighting, accident, or natural disaster response tactics, and in determining the scope of the response that the fire department can provide, based on the experience, training and equipment available to the fire department personnel at the scene of the emergency.

The senior City fire department officer on the scene of an emergency may determine that, because of the nature or scope of the emergency, substantial additional personnel and equipment from other sources, including other first responders, such as other local fire departments, other government agencies or private contractors, may be necessary to adequately respond to the emergency. In such case, the additional personnel, equipment, or involvement of other agencies or private contractors will be authorized by the senior city fire department officer on the scene. It is understood and agreed that the Township and/or the private property owner, as appropriate, will be responsible for the costs of such additional personnel, equipment or involvement of other agencies or private contractors, and the City shall have no liability for such costs.

The responsibility the City assumes under this agreement is to the public generally, and not to any specific groups, individuals or private property. The City shall not incur any liability for personal injury, or the loss or destruction of any property by fire, smoke, water, explosion, weather, or any consequence of a natural disaster.

No liability shall be incurred by the city because of the inability of the City's fire department to respond to an emergency call because of failure of City vehicles or equipment to operate properly, or because adverse weather conditions prevent a timely response, or because city fire department personnel or equipment are unavailable for any reason, including but not limited to being occupied by a previous call for emergency services. In such cases, the city will make a reasonable attempt to obtain emergency coverage from other cities with which it has mutual aid agreements.

In consideration of this agreement, the Township agrees to pay to the City the sum of \$150.00 per building unit per year. A building unit is defined as a home, a farm building site, or a business site. It is agreed that the following number of building units exists in each township as of 2018 listed below, for purposes of this calculation:

Township	Building Units
Washington Lake	88

The above count of building units shall be modified if additional building units are constructed or building units are eliminated in future calendar years.

The Township payments to the City under this agreement shall be made in two installments of 50 percent each on June 1st and December 1st of each calendar year. As an alternative to these payment terms, each township can elect to pay their service fee in one yearly payment, on June 1st, for services for that year.

This contract is to be considered automatically null and void if the Township does not pay the sums described above by the dates described above.

This agreement shall be effective as of the 2018 calendar year, and shall automatically renew under the same terms and conditions at the end of each calendar year for an additional calendar year, unless cancelled by any party hereto by a written notice served on the other parties no later than October 1 of any such calendar year, to be effective to cancel the contract as to that party at the end of that calendar year. Any such cancellation notice must be served on the other parties by U.S. Mail, certified return receipt, addressed to the business address of the other parties, postmarked no later than October 1 of that calendar year.

If either the Township or City cancels this agreement by the above described procedure, this agreement shall be considered null and void.

In Testimony Whereof, the parties execute this agreement on the date appearing below, by their authorized officials.

Dated: April 11, 2017

CITY OF HAMBURG
181 Broadway Avenue
P.O. Box 248
Hamburg, MN 55339

By: _____
Chris Lund, Mayor

Attest: _____
Jeremy Gruenhagen, City Clerk/Treasurer

WASHINGTON LAKE TOWNSHIP
C/O Diana Kroells
17891 158th Street
Hamburg, MN 55339

By: _____
David M Rohde, Township Chairman

Attest: _____
Diana Kroells, Township Clerk

NOTICE OF PUBLIC HEARING
CARVER COUNTY, MINNESOTA
COUNTYWIDE LOCAL OPTION TRANSPORTATION SALES TAX, EXCISE FEE AND WHEELAGE TAX

Notice is hereby given that the Carver County Board of Commissioners will hold a public hearing on Tuesday, April 18, 2017 at 4:00 pm in the County Board Room of the Carver County Government Center at 602 East 4th Street, Chaska, Minnesota, to consider implementation of a countywide local option transportation sales and use tax pursuant to MN Statute 297A.993 and a wheelage tax pursuant to MN Statute 163.051. The new revenue from these taxes is proposed to provide funding for the following list of construction projects in the next 20 years:

- County Road 44 and Highway 212 Interchange in Chaska
- Highway 41/Lyman Blvd. Intersection in Chaska
- County Road 44 from W. of County Road 61 to Highway 212 in Chaska
- Highway 25 from High Street to White Street in Watertown
- Highway 101 Bluff from Flying Cloud Dr. to Pioneer Trail in Chanhassen
- County Road 10 from Clover Ridge Dr. to County Highway 11 in Chaska
- Highway 5/Rolling Acres Rd. Intersection in Victoria
- Highway 212 from Carver to Cologne
- County Road 18 Extension (82nd St) from Bavaria Rd. to Highway 41 in Victoria, Chaska and Chanhassen
- County Road 117 (Galpin Blvd.) from Highway 5 to North County Line in Chanhassen
- Highway 7/Rolling Acres Rd. Intersection in Victoria
- Highway 41 from Minnesota River to Walnut Court in Chaska
- County Road 11/County Road 40 (S) Intersection in Carver
- Highway 5 from Highway 41 to Rolling Acres Rd. in Chanhassen and Victoria
- Highway 41/County Road 10 (Engler Blvd.) Intersection in Chaska"
- County Road 10 (Engler Blvd.) from Highway 41 to Highway 212 in Chaska
- County Road 10 (Engler Blvd.) from Highway 41 to County Road 61 in Chaska
- County Road 11/County Road 43 Intersection in Victoria
- County Road 10 from County Road 11 to County Road 43 (W.) in Laketown Township
- Highway 212 from Cologne to Norwood Young America
- East Waconia Bypass from County Road 10 to Highway 5 in Waconia
- County Road 61 (Flying Cloud Dr.) from Engler Blvd. to Bluff Creek Dr. in Chaska and Chanhassen
- Highway 5 from Rolling Acres Rd. to Victoria Dr. (W.) in Victoria
- County Road 11 (Johnathan Carver Pkwy.) from 6th St. to County Road 40 in Carver
- Highway 5 from Main Street to Highway 284 in Waconia
- County Wide Pavement Rehabilitation Projects

The County Board of Commissioners will also consider levying the taxes for an additional 10-years (30 years) to fund the following construction projects:

- County Road 14 (Pioneer Tr.) from Highway 41 to Bavaria Rd. in Chaska
- Highway 5 from Oak Ave to Orchard Rd. in Waconia
- County Road 17 (Powers Blvd) from Highway 5 to North County Line in Chanhassen

- Highway 41 from Lyman Blvd. to Highway 5 in Chaska and Chanhassen
- County Road 14 (Pioneer Tr.) from Powers Blvd. to the East County Line in Chanhassen
- Watertown South River Crossing in Watertown
- Highway 41 from Pioneer Tr. to Lyman Blvd. in Chaska
- Highway 284 from Cologne to Waconia
- Additional County Wide Pavement Rehabilitation Projects.

Public comments will be heard at this time. All interested persons may appear at the public hearing and present their views orally or in writing. Comments may also be emailed to: admin-contact@co.carver.mn.us.

Additional information is available on the Carver County website at: www.co.carver.mn.us/government/county-board-of-commissioners/transportation-funding-forum

David Hemze
Carver County Administrator

March 20, 2017

Carver County Board of Commissioners
Attn: Chair Tim Lynch
600 East 4th Street
Chaska, MN 55318

RE: City of Chaska Comments of Proposed Transportation Sales Tax

Dear Commissioners:

I would like to start by thanking Commissioner Degler, Dave Hemze and Lyndon Robjent for coming to our Council meeting on March 6th to present to us the County's Sales and Wheelage Tax proposal. We appreciated the time that was spent explaining the County's position on considering this proposal, and the opportunity we had to ask questions, have issues clarified to us, and for us to be able to express some of our thoughts and concerns on this proposal. We all felt that this was a good discussion, and appreciated the opportunity to have it.

As we discussed at the meeting, we certainly understand the reasoning for Carver County considering this tax proposal. I think we would all concur that the State has not kept up on its responsibilities for transportation either through maintenance or improvement of our transportation systems, especially in the outer-ring communities of the Twin Cities. This has been a big disappointment to us, and has started to become very evident as we have seen roads like 41, Highway 5 and Highway 101 deteriorate to a point that it makes them difficult to use. We have also seen the impact that not improving our roadway segments have had as we have grown, and the strain that this has put on our County and City road systems that end up taking on a lot of the burden. It is hard to argue that the issue does not exist, and that the State has not done a very good job of keeping up with these issues.

As we shared at that meeting, while we certainly understand the reasoning for Carver County considering this proposal, and commend you for trying to take this issue "head on", we also have concerns that if this proposal goes through that it will send a message to the State that they do not need to invest more into their roadway system, and that we at the local level will be "letting them off the hook" for dealing with their own issues. We fear that this could be the wrong message we are sending to the State, and put us in a position in the long-run of having to not only take care of our local transportation needs but also those of the State as well.

With that being said, we do understand that you are seriously considering this proposal because you do not believe the State will ever step up to take care of these responsibilities and that if we do not do something at the local level, nothing will ever be addressed. We understand that argument, and also understand why these competing issues make it so difficult for you to consider this proposal.

While the City of Chaska has expressed its concerns, we do not feel it is our place to formally endorse or speak against this proposal-only to share with you our concerns. We know that this is difficult enough of a decision without each community taking a formal stance on this issue, and feel that at the end of the day, this is something that you will all need to decide for yourselves based on the information that is in front of you. We trust that you will consider all of the issues in front of you and make the best decision based on Carver County and our residents' interest in mind.

If you are to move forward with adopting this proposal, we would ask that you please take into consideration input from Carver County municipalities on what projects get included in the list of projects to be considered, and which ones the municipalities view as priorities across the County. We would also ask you to continue to consider the fact that these projects (especially the State Road projects) will be added with new revenue coming into the County to help support them, but that the Cities are not going to be receiving new revenue and our ability to cost-share on these projects will be limited. We appreciate you changing your proposal to take this new burden off of the Cities.

Attached to this letter is a map that we have put together identifying the projects that the City of Chaska views as the highest priority of the projects that you have been discussing as part of this transportation proposal. For the City of Chaska, our top priorities are completing the construction of the redesign of Highway 41 through Downtown Chaska, upgrading County Road 44 to support the new growth that we will see in Southwest Chaska, and upgrading Engler Boulevard in the areas surrounding its intersection with Highway 41, as the County sees this as a key east-west corridors in the County as we move into the future. We also feel that the upgrade of Highway 101 in Chanhassen up the bluff, and the upgrade of the intersection of County Road 40 and 11 in Carver are very important, as both help provide alternatives for Minnesota River crossings in the County. While we do eventually see a need for the other projects the County has identified in Chaska, we see them as much lower priorities and premature in nature from our perspective. We believe that future development will help drive these other projects, and perhaps provide additional revenue sources to help support them.

Again, thank you for taking the time to help educate us, and allowing us to make comments on your proposal. We appreciate having the ability to provide this input. We know that this will be a difficult decision for you, and wish you the best in this process. If you have any questions, do not hesitate to contact me.

Sincerely,

Mark Windschitl
Mayor
City of Chaska



Carver County Public Works

11360 Highway 212
Suite 1
Cologne, MN 55322-8016
Phone (952) 466-5200 Fax (952) 466-5223

*Administration
Operations
Program Delivery
Parks*

MEMORANDUM

TO: Lyndon Robjent, PE, County Engineer / PW Director
FROM: Dan McCormick, PE, PTOE Transportation Manager
DATE: October 25, 2016
SUBJECT: Crosswalk Request – City of Hamburg -- CR 50(Park Ave) at Brad St (Bicentennial Park)

Executive Summary

Based on recommended practice and guidelines, and the subject location's specific conditions and context present, this crosswalk request is a potential candidate location for a marked crosswalk but would first need to install dedicated pedestrian facilities and ADA pedestrian curb ramps on one leg of the intersection.

An option to install ADA ramps--though physically constrained--does exist on the southeast side of the intersection, by way of the boulevard on the east side of Brad St. to the terrace on SE side of the park. Details of this would have to be investigated further as preliminary engineering.

Standard engineering and MnDOT practice is that locations for a marked crosswalk should be connected by sidewalks or trails and have ADA compliant curb ramps and landings. This particular intersection does not have sidewalks or ADA ramps at or leading to any of the 3-4 legs of the intersection.

Parking Restrictions are a secondary matter but would need to be signed and put into ordinance at least 20 feet prior to and after a marked crosswalk.

Current conditions at the subject crossing are reasonable and allow for motorists to follow their statutory obligations of yielding/stopping for pedestrians crossing at intersections. For pedestrians, the estimated existing level of service of this crossing without a marked crosswalk is considered reasonable, at approximately LOS 'C'. However, given this crossing's location, context, and presence of pedestrian activity, a higher order pedestrian situation and level of service could be accommodated by a marked crosswalk.

Prior to any installation(s), the local agency will need to work with the County to determine cost share according to the County Cost Participation Policy. In this case, new pedestrian ramps and concrete sidewalk would be a City cost.

gaps in the traffic stream to allow pedestrians to safely cross. These situations can result in crossings that are challenging to navigate and cause long delays for pedestrians, which may lead to a high risk-taking environment and decrease safety. Pedestrian crossing treatments that either reduce the crossing distance or increase driver yield rates have been shown to reduce the potential delay experienced by a pedestrian. While state statutes support the rights of pedestrians at all intersections and marked crosswalks, it is a small comfort when a crash between a vehicle and a pedestrian occurs because a motorist failed to stop and yield the right-of-way."

- "Providing safe crossing situations for pedestrians relies on placing crosswalks and other pedestrian crossing treatments at appropriate locations in a way that also results in minimal pedestrian delay. The Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD) states that crosswalk pavement markings should not be placed indiscriminately and an engineering study should be completed when crosswalk markings are being contemplated at a crossing."
- "Defining where to place pedestrian crossing facilities—including markings, signs, and/or other devices—depends on many factors, including pedestrian volume, vehicular traffic volume, sight lines, and speed. This guidebook presents a methodology for the evaluation of pedestrian crossing locations that takes into account both pedestrian safety and delay."
- A key part of the LRRB Methodology includes Guidance on Page 17 and Table 1 on page 18 of MnDOT, LLRB, and FHWA Methodology set forth in the guide "*Pedestrian Crossings: Uncontrolled Locations*."
http://www.mnltap.umn.edu/publications/handbooks/pedcrossingguide/documents/ped_guidebook.pdf
- As noted on page 17, "Federal Highway Administration (FHWA) guidance in the Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations should be determined based on the **traffic volume, speed, and roadway type**. The study indicates the types of treatments recommended for installing marked crosswalks at uncontrolled locations."
- "Research indicates that there is a statistically significant difference in the safety between a marked and unmarked crossing when traffic volume is over 15,000, or over 12,000 without a median, under most speeds, as shown in the table noted above."
- "This research provides the basis for the guidance in Table 1 on page 18. Guidelines provided in the table include intersections and midblock locations with no traffic signals or stop signs on the approach to the crossing."
- Crosswalks should not be installed at locations that could present an increased safety risk to pedestrians—such as where there is poor sight distance, complex or confusing designs, a substantial volume of heavy trucks, or other dangers—without first providing adequate design features and/or traffic control devices. Adding crosswalks alone will not make crossings safer, nor will they necessarily result in more vehicles stopping for pedestrians."
- "Whether or not marked crosswalks are installed, it is important to consider other pedestrian facility enhancements (e.g., raised median, traffic signal, roadway narrowing, enhanced overhead lighting, traffic-calming measures, curb extensions, etc.) as needed to improve the safety of the crossing."
- "Guidelines outlined in the table are general recommendations; good engineering judgment should be used in individual cases when deciding where to install crosswalks."

LLRB Methodology Table 1 on page 18 of MnDOT, LLRB, and FHWA Methodology set forth in the guide "Pedestrian Crossings: Uncontrolled Locations."

Table 1: FHWA Safety Guidance Table

Roadway Type (Number of Travel Lanes and Median Type)	Vehicle ADT ≤ 9,000			Vehicle ADT > 9,000–12,000			Vehicle ADT > 12,000–15,000			Vehicle ADT > 15,000		
	Speed Limit*											
	≤ 48.3 km/h (30 mph)	56.4 km/h (35 mph)	64.4 km/h (40 mph)	≤ 48.3 km/h (30 mph)	56.4 km/h (35 mph)	64.4 km/h (40 mph)	≤ 48.3 km/h (30 mph)	56.4 km/h (35 mph)	64.4 km/h (40 mph)	≤ 48.3 km/h (30 mph)	56.4 km/h (35 mph)	64.4 km/h (40 mph)
Two lanes	C	C	P	C	C	P	C	C	N	C	P	N
Three lanes	C	C	P	C	P	P	P	P	N	P	N	N
Multilane (four or more lanes) with raised median**	C	C	P	C	P	N	P	P	N	N	N	N
Multilane (four or more lanes) without raised median	C	P	N	P	P	N	N	N	N	N	N	N

*Where the speed limit exceeds 64.4 km/h (40 mph), marked crosswalks alone should not be used at unsignalized locations.

**The raised median or crossing island must be at least 1.2 meters (4 feet) wide and 1.8 meters (6 feet) long to serve adequately as a refuge area for pedestrians, in accordance with MUTCD and American Association of State Highway and Transportation Officials (AASHTO) guidelines.

C = Candidate sites for marked crosswalks. Marked crosswalks must be installed carefully and selectively. Before installing new marked crosswalks, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, while a more in-depth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, and other factors may be needed at other sites. It is recommended that a minimum utilization of 20 pedestrian crossings per peak hour (or 15 or more elderly and/or child pedestrians) be confirmed at a location before placing a high priority on the installation of a marked crosswalk alone.

P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. These locations should be closely monitored and enhanced with other pedestrian crossing improvements, if necessary, before adding a marked crosswalk.

N = Marked crosswalks alone are insufficient, since pedestrian crash risk may be increased by providing marked crosswalks alone. Consider using other treatments, such as traffic-calming treatments, traffic signals with pedestrian signals where warranted, or other substantial crossing improvements, to improve crossing safety for pedestrians.

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Detailed Analysis

- Location Map
- Aerial Close-up View of Subject Location / Intersection
- Draft Sketch of Potential Improvements (with or w/out scale)
- Photos
- Excerpts from related documents / publications as needed

DJM/dm

Animal Impound Contract

Date: 2/9/2017

To: The City of Hamburg, MN

From: Dr. Anna Ruelle, DVM/Owner of Countryside Vet Clinic
Lyle Braun, Practice Manager of Countryside Vet Clinic



**Countryside
Veterinary Clinic** PLLC
13950 Highway 5
Young America MN 55397
(952) 442-4200

Greetings Hamburg City Council Members,

Enclosed, please find our contract agreement for the stray animal impounding services we provide to your residents. Please review, sign and return it as soon as you are able to, **but no later than May 1, 2017**. You will note that the contract remains virtually unchanged since the implementation years ago. Prices reflect the cost of medical care and inflation, our services are provided at a minimal cost to the city as we value the service you provide and we wish to keep your costs as low as possible.

You will note that section 7-j regarding permanent ID has been added. Numerous other cities now require microchips with licensing and often require impounded pets be microchipped before they are released to an owner if they do not already have a microchip or other form of permanent ID (collars/tags do not constitute a permanent ID). This makes re-homing a lost animal much simpler for your officers, and will help minimize the number of animals needing to be impounded. This is especially helpful for animals that are 'repeat offenders.' You will note that we do not require that an animal be microchipped; that is something we feel the cities/townships should consider with licensing. Instead, we have suggested a high fee of \$100 should an owner choose to 'opt-out' of microchipping their pet for any reason.

A microchip is a small chip (size of 1/2 a rice granule) inserted under the skin of an animal that reflects a unique ID number (like a UPC code for a product in the store) that is attached with the pet and owner information stored in a database such as "HomeAgain." When a scanner picks up a microchip number the person using the scanner types in the unique number on a microchip finder website and then can find out company the chip is registered with (such as HomeAgain) and call that company. Depending on the person calling, the company may or may not release the pet owner information to that caller. Usually microchip companies will give veterinarians and police officers owner information directly so that we may call the owner; occasionally, they will act as an intermediary and call the owner with information about where the pet was found. This helps keep owner information private.

If you have any questions regarding the ongoing contract please contact Lyle Braun, Practice manager at 952-442-4200.

Thank you for your prompt attention in this matter.

Sincerely,

Dr. Anna F. Ruelle, DVM

Lyle Braun, Practice Manager

ENCLOSED- ANIMAL IMPOUND CONTRACT

Animal Impound Contract



**Countryside
Veterinary Clinic PLLC**
13950 Highway 5
Young America MN 55397
(952) 442-4200

Countryside Veterinary Clinic PLLC (CVC) does hereby contract with the **City of Hamburg** to serve as an impound facility for dogs and cats, all according to the following terms and conditions:


1. CVC is not responsible for catching stray animals.
2. The City of Hamburg city officials will arrange all transportation of stray animals to CVC's facility.
3. CVC will not be responsible for collecting any fees from owners of stray dogs/cats and said fees will be taken care of before owners are sent to CVC to collect their stray pet.
4. If a medical emergency situation occurs with a stray (such as an animal being hit by a car), CVC has the ethical obligation to the well being of animals intrinsic to the veterinary field to do what we can to save the life of that animal and/or provide pain relieving treatment. The doctor on duty will make the decision to treat unless the prognosis is so grave that euthanasia is recommended. It is agreed that The City of Hamburg will pay any fees incurred under these circumstances.
5. There is an ethical obligation to the well being of animals intrinsic to the veterinary field. Because of this obligation, CVC will not euthanize any animal deemed adoptable until all avenues of adoption have been exhausted. It is agreed that The City of Hamburg will pay the fees for euthanasia and cremation for all unclaimed animals, whether they are euthanized immediately after the required hold time or not. These fees help cover cost of spay/neuter, vaccinations, microchip that all animals adopted from CVC will have performed.
6. The City of Hamburg will be responsible for posting of notices regarding stray animals that are currently being held.
7. CVC will receive compensation for services to be performed under this contract as follows:
 - a. \$32.00 per night boarding fee for dogs.
 - b. \$20.00 per night boarding fee for cats.
 - c. \$60.00 fee for euthanasia if owner does not claim animal (after 5 business days).
 - d. \$60.00 fee for cremation if owner does not claim animal (after 5 business days).
 - e. \$44.00 fee for exam of animal, necessary to prevent the introduction of any contagious disease into our kennel. Animals will be treated at The City of Hamburg expense for any such contagious conditions (i.e. fleas, upper respiratory infection).
 - i. All dogs entering our boarding facility will be given Bordetella vaccination. Bordetella, also known as "kennel cough" is highly contagious and our policy is that all dogs must be protected. The current fee is \$28.50. CVC has implemented a \$2.00 Hazardous Waste disposal fee, for vaccinations.

Animal Impound Contract



Countryside
Veterinary Clinic PLLC
13950 Highway 5
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- ii. All animals entering our boarding facility will be treated with Capstar, a medication that starts killing fleas on the animal within 30 minutes. The current fee is \$14.00.
 - iii. Rabies Vaccination given at current fee of \$28.00
 - f. Current fee for any additional veterinary services required.
 - g. For animals that go home the same day as admitted to CVC there will be a \$25.00 intake and administration fee.
 - h. CVC will be available 24/7 to take impounds. Animals brought in after business hours will have a \$25.00 intake fee. Hours M-F 8-6 Sat. 8-2
 - i. CVC Primary goal is to reunite animals with their owners, if a client wants to pick up their animal when city offices are closed; CVC has the option of releasing the animal to owner after obtaining proper identification and contact information and payment of CVC services. Also CVC will collect any fees due the city for fines regarding stray animals and will send collected fines to city offices.
 - j. Countryside and the cities that it contracts with strongly recommend a pet have a permanent ID in place such as a microchip or tattoo. Therefore, any impounded animal without a permanent ID will be charged a microchip placement at a cost of \$45.00 or an owner may choose to decline a microchip for a \$100.00 declination fee.
8. All fees incurred while stray animals are held at CVC through the statutory impounding requirements (currently 5 consecutive business days) will be paid by The City of Hamburg. This may exceed 5 days, as some dogs may be impounded during non-business days.
9. This contract is valid for (please circle one):
- Dogs and Cats or Dogs Only
10. This contract will go into effect May 1, 2017 and will remain in effect until either party gives a 30 days notice of cancellation.


Lyle Braun, Practice Manager


Dr. Anna Ruelle, Owner Veterinarian

The City of Hamburg, Mayor

The City of Hamburg, City Clerk