



HAMBURG CITY COUNCIL AGENDA

APRIL 24, 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 Added Claims List for April 2017**
 - **Approve Time-off Request for Jeremy Gruenhagen**
 - **Employee Project Lists**
 - **Delinquent Utility Bills Report**
5. **Justin Black (S.E.H.)**
 - **Industrial Park Expansion Report**
 - **Timberline Woodproducts**
6. **Broadband Corporation (Anthony Will)**
 - **Water Tower Site Lease Agreement**
 - **Platform Upgrades**
7. **Old City Business**
 - **County Transportation Sales Tax/Wheelage Tax**
 - **City Administration Offices**
 - **CC/Park Flag Pole Lights (LED Lights)**
 - **Estimates from Robb's Electric**
8. **New City Business**
9. **City Council Reports**
 - **Councilmember Jason Buckentin**
 - **Councilmember Tim Tracy**
 - **Councilmember Steve Trebesch**
 - **Councilmember Scott Feltmann**
 - **Mayor Chris Lund**
10. **Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA
APRIL 24, 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 |

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: 4-21-17

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: MAY 19th

How many **Vacation** hours will be used? 8

How many **Compensation** hours will be used? 0

Is there a **Holiday** during your time off? No

Will there be any time off **without pay**? No

Will there be any scheduled **Sick Leave** used? No

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: _____

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen
Employee Signature

4-21-17
Date

City Clerk/Treasurer

Date

Mayor

Date



Public Works

Date	Activity/Project	Due Date	Update
April 5th	Ten week water operator school in Brooklyn Park		Completed
April 4th	Took water school test at Earl Brown Center		Waiting for results
April 10th	Took pre-discharge samples form ponds		Results came back good
	Took discharge samples for MVTL and started discharging		Ongoing
	Cleaned up vandalized backboard		Waiting to here from Sheriff Dept.
April 11th	Spring street sweeping		Completed
April 6th	Hooked up water at Baseball Park		Completed
April 7th	Moved large round tables at Baseball Park [Bobcat work]		Completed
	Picking up branches and garbage on city grounds		Ongoing
	Pushing up compost dumpster		Ongoing
	Pushing up brush pile		Ongoing

From: Tim Sundby [mailto:tsundby@co.carver.mn.us]

Sent: Thursday, April 13, 2017 11:07 AM

To: 'bryan@timberlinewoodproducts.com'

Subject: FW: CCWMO Ordinance for Development

Oops sent it out in the middle of writing;
Morning Bryan,

I am wrapping up our phone conversation that we had regarding Carver County Water Management Organization (CCWMO) ordinances regarding development and stormwater treatment. There are two levels of permits that we have, the first is the Erosion and Sediment Control Permit and the second is the Stormwater Permit. The difference between the two is the amount of impervious surface and disturbed area. Below is a quick recap of what will trigger for each:

ESC Permit (any of the below) (Carver County Section 153.11 A.1.)

1 to 5 acres of disturbance

Less than 1 acre in a sensitive area

Projects that create new culverts with flows over 10 cfs

Stormwater Permit (any of the below) (Carver County Section 153.11 A.2.)

Greater than 5 acres of disturbance

1 acre or more of impervious surface

10,000 sq ft or more of impervious surface within a sensitive area

Projects that include structural stormwater treatment

Sensitive areas are defined as:

"Areas within 150 feet of DNR protected waters; areas within 150 feet of watercourses as defined; a designated floodplain; bluffs and areas within 100 feet of the bluff top; Wellhead Protection Areas as adopted by LGU; areas within 100 feet of a delineated wetland boundary or wetlands as shown on the National Wetland Inventory (NWI); areas within 100 feet of protected properties such as DNR wildlife areas, USFW property, and parkland."

If the project triggers the Stormwater Permit, then onsite treatment will be required to treat 0.5 inches of stormwater off of impervious surfaces for Phosphorus and Sediment; reduce volume by 0.5 inches off of impervious surface; and reduce stormwater discharge rates to be less than existing conditions.

I should state that I am not sure if you will need a building permit from the County or the City. Let me know if this makes sense or if you have any other questions.

Tim



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for All of Us[®]

MEMORANDUM

TO: Justin Black, PE

FROM: Chris Knutson, PE

DATE: April 20, 2017

RE: Hamburg Industrial Park - Preliminary BMP and Pond Sizing
SEH No. HAMBU 139213 14.00

This memo is in regard to the proposed Timberline Wood Products development in the recently defined Hamburg Industrial Park.

Based on information provided from Carver County, it appears that the entirety of the proposed development will be held to the Stormwater Permit Requirements. This is due to the fact it is within a Wellhead Protection area and possibly within 150 feet of a wetland.

The requirements of the Stormwater Permit are:

1. Onsite treatment will be required to treat 0.5 inches of stormwater off of impervious surfaces for Phosphorus and Sediment.
2. Reduce volume by 0.5 inches off of impervious surface.
3. Reduce stormwater discharge rates to be less than existing conditions.

The site will require a BMP (Best Management Practice) to manage the first two conditions. As the site is on heavy soils not conducive to infiltration, the BMP will require a drain tile to support treatment. A bioretention basin was selected for this purpose. The basin will essentially be a shallow pond (2 foot depth) with the ability to treat and manage stormwater. The entire basin would have a 1 foot thick bottom composed of sand and compost, drain tile, and washed rock sumps (see attached Detail 1). It will have the ability to treat a maximum 12 inch depth of water. Based on the sizing requirements, a basin treating approximately 4,800 cubic feet of ponded volume will be required for the two parcels. The area of the basin would be approximately 6100 square feet in area. Based on the grading of the area, I would suggest the basin be located at the north or northwest side of the development and treat stormwater from both parcels.

In order to manage the third requirement and reduce stormwater discharge rates to existing conditions, an amount of ponding will also be required. A basic analysis was completed for the pond size, and it appears a pond containing 9,400 cubic feet of live storage with an 18 inch culvert outlet will keep discharge rates at the existing condition. The pond size is relatively small. The reason being that the existing agricultural field has a relatively high runoff rate, and though the site will add impervious area, it will also add grass which manages runoff better.

The final grading of the site will also have potential impact on the final layout and grading of any stormwater control measures. A deeper pond will take less site area, but may not be possible due to constraints with discharging drainage to the ditch. Final pond sizing would take place during final design.

A preliminary cost estimate to construct the bioretention basin, a small pond, and the necessary storm sewer and infrastructure to outlet at the ditch has been estimated at \$72,000 construction. With a 10% contingency and 20%

Hamburg Industrial Park - Preliminary BMP and Pond Sizing
April 20, 2017
Page 2

project related cost, total project cost is estimated at approximately \$94,000. Additional costs for site grading and storm sewer was not included in this estimate.

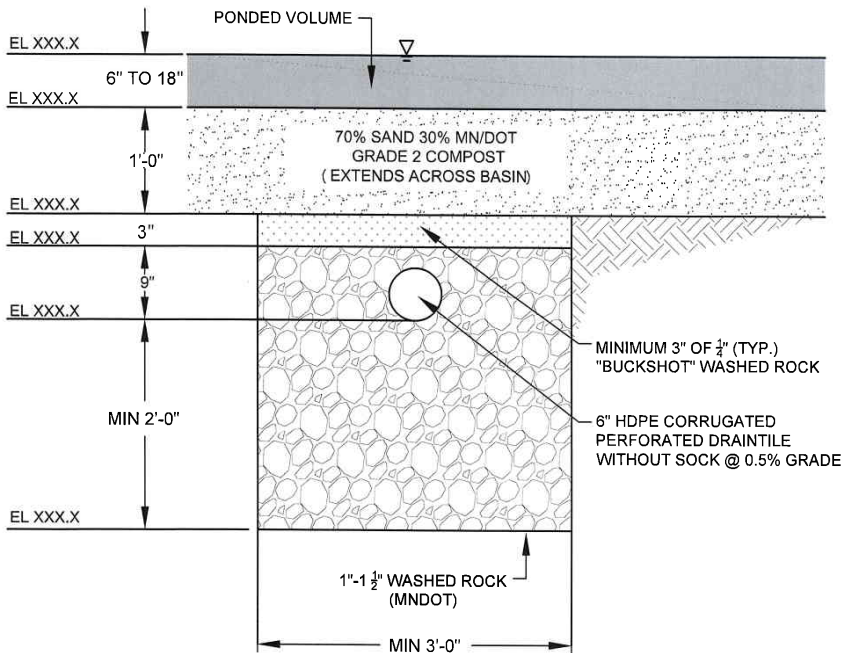
jb

Enclosures:

- Conceptual Layout
- Bioretention Trench Detail (from Carver County)
- Outlet Structure Detail (from Carver County)

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M:\1097\ GENERAL DETAILS\ December 2016 Details\1-BIORETENTION TRENCH.dwg



CALCULATIONS TO MEET RULES

VOLUME:

1. VOLUME REDUCTION IS CALCULATED AS 40% OF PONDED VOLUME.
2. IF NO VEGETATION IS PROVIDED, THE VOLUME CALCULATION IS LOWERED TO 50% OF ROCK VOLUME BELOW TILE.
3. TILE INVERT MUST BE 3 FT ABOVE DOWNSTREAM NWL, GROUNDWATER, BEDROCK, ETC.

WATER QUALITY:

1. FILTRATION IS CALCULATED AS 75% TP REMOVAL AND 90% TSS REMOVAL.

DRAWDOWN:

1. 48 HOUR DRAWDOWN OF BMPS IS REQUIRED. TO DETERMINE LENGTH OF TRENCH NEEDED, USE FILTRATION RATE OF 50 CF OF PONDED VOLUME WILL PASS THROUGH ONE LINEAR FOOT OF 3' WIDE TRENCH, OR 17 CF OF PONDED VOLUME PER SF OF SURFACE AREA.

CARVER
COUNTY



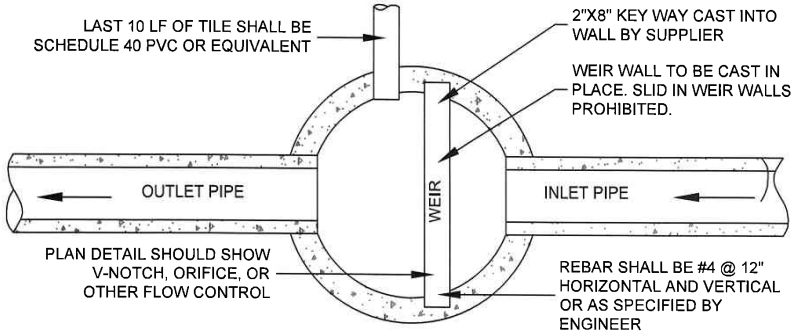
BIORETENTION
TRENCH

DEC 2016

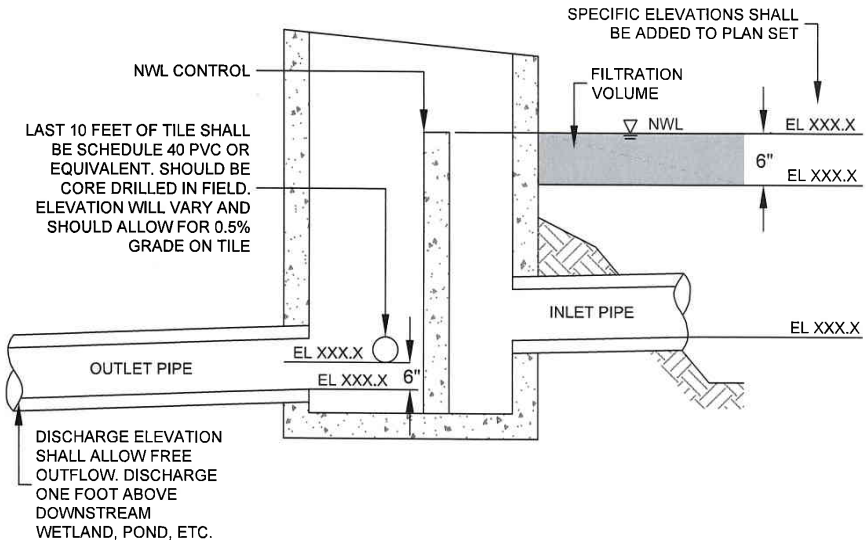
DETAIL

1

PLAN VIEW



SECTION



CARVER
COUNTY



OUTLET
STRUCTURE

DEC 2016

DETAIL
5

ORDER OF MAGNITUDE COST ESTIMATE
INDUSTRIAL PARK - HAMBURG, MINNESOTA
SEH NO. HAMBU 139213
April 19, 2017

Item No.			Description			Unit			Unit Price			Est. Qty.			Cost		
2104.505			Remove Bituminous Driveway Pavement			SQ YD			\$11.00			0			\$0.00		
2104.513			Sawing Bituminous Pavement			LIN FT			\$4.00			0			\$0.00		
2105.501			Common Excavation (P)			CU YD			\$14.00			0			\$0.00		
2105.507			Subgrade Excavation			CU YD			\$16.00			0			\$0.00		
2016.523			Common Embankment (CV)			CU YD			\$6.50			0			\$0.00		
2105.522			Select Granular Borrow (CV) (P)			CU YD			\$20.00			0			\$0.00		
2105.604			Geotextile Fabric, Type V			SQ YD			\$1.50			0			\$0.00		
2211.503			Aggregate Base, Class 5 (CV) (P)			CU YD			\$23.00			0			\$0.00		
2357.502			Bituminous Material For Tack Coat			GAL			\$4.00			0			\$0.00		
2360.501			Type SP 9.5 Wearing Course Mix (2B) (SPWEA240B) (1.5" Wear Course)			TON			\$78.00			0			\$0.00		
2360.502			Type SP 9.5 Wearing Course Mix (2B) (SPWEA240B) (1.5" Binder Course)			TON			\$73.00			0			\$0.00		
2360.502			Type SP 12.5 Non-wearing Course Mix (2B) (SPNWB230B) (2.0" Base Course)			TON			\$65.00			0			\$0.00		
2451.505			Aggregate Backfill (CV)			CU YD			\$20.00			0			\$0.00		
2502.521			6" PVC SDR 35 Pipe Drain w/Geotextile Wrap and Aggregate Material			LIN FT			\$10.00			0			\$0.00		
2531.501			Concrete Curb & Gutter, Design B624			LIN FT			\$13.50			0			\$0.00		
2564.531			Sign Panels Type C			SQ YD			\$40.00			0			\$0.00		
2573.602			Temporary Rock Construction Entrance			EACH			\$1,000.00			1			\$1,000.00		
2575.505			Seeding			ACRE			\$2,500.00			0.5			\$1,250.00		
			Street, Curb and Gutter, Drainage Pipe Subtotal												\$2,250.00		
Sanitary Sewer																	
2503.602			Connect to Existing Sanitary Sewer (Core Drill)			EACH			\$400.00			1			\$400.00		
2503.602			8" x 4" PVC Wye, SDR 35			EACH			\$425.00			0			\$0.00		
2503.602			12" x 6" PVC Wye, SDR 35			EACH			\$600.00			0			\$0.00		
2503.603			1.25" HDPE Foremain			LIN FT			\$11.00			60			\$660.00		
2503.603			2" HDPE Foremain			LIN FT			\$13.00			333			\$4,329.00		
2503.603			8" PVC SDR 35 Sanitary Sewer (Regardless of Depth)			LIN FT			\$45.00			0			\$0.00		
2503.603			12" PVC SDR 35 Sanitary Sewer (Regardless of Depth)			LIN FT			\$56.00			0			\$0.00		
2503.603			4" PVC SDR 26 Sanitary Sewer Service Pipe			LIN FT			\$22.00			0			\$0.00		
2503.603			6" PVC SDR 26 Sanitary Sewer Service Pipe			LIN FT			\$25.00			0			\$0.00		

2504.603	4" PVC C-900 DR 18 Sanitary Sewer Force Main w/Tracer Wire	LIN FT	\$32.00	0		\$0.00
2506.516	Casting Assembly, Neenah R-1642 w/Concealed Pick Holes	EACH	\$650.00	0		\$0.00
2506.602	Manhole Seal (Sanitary)	EACH	\$175.00	0		\$0.00
2506.603	Construct Sanitary Manhole Design 4007	LIN FT	\$225.00	0		\$0.00
2506.603	Simplex Grinder Pump Station Standard 8'	EACH	\$7,500.00	1		\$7,500.00
2506.603	Construct Lift Station	LUMP SUM	\$85,000.00	0		\$0.00
	Sanitary Sewer Subtotal					\$12,889.00
Storm Sewer						
2105.501	Unclassified Excavation (Storm Water Pond)	CU YD	\$4.00	5,000		\$20,000.00
2501.602	18" Pipe Apron	EACH	\$500.00	1		\$500.00
2502.521	6" PE Pipe Drain	LIN FT	\$12.00	200		\$2,400.00
2503.541	12" RC Pipe Sewer Design 3006 CI V	LIN FT	\$38.00	0		\$0.00
2503.541	15" RC Pipe Sewer Design 3006 CI V	LIN FT	\$40.00	0		\$0.00
2503.541	18" RC Pipe Sewer Design 3006 CI III	LIN FT	\$42.00	0.00		\$0.00
2503.541	24" RC Pipe Sewer Design 3006 CI III	LIN FT	\$50.00	0		\$0.00
2503.541	30" RC Pipe Sewer Design 3006 CI III	LIN FT	\$60.00	0		\$0.00
2503.541	36" RC Pipe Sewer Design 3006 CI III	LIN FT	\$65.00	0.00		\$0.00
2503.541	15" RC Pipe Apron w/ Trash Guard	EACH	\$800.00	0		\$0.00
2503.541	18" RC Pipe Apron w/ Trash Guard	EACH	\$1,000.00	0		\$0.00
2503.541	36" RC Pipe Apron w/ Trash Guard	EACH	\$1,800.00	0		\$0.00
2503.603	18" HDPE Pipe Sewer	LIN FT	\$50.00	600		\$30,000.00
2506.501	Construct Drainage Structure Design 48-4020	LIN FT	\$250.00	10		\$2,500.00
2506.501	Construct Drainage Structure Design 60-4020	LIN FT	\$350.00	0		\$0.00
2506.501	Construct Drainage Structure Design 84-4020	LIN FT	\$600.00	0		\$0.00
2506.501	Construct Pond Outlet Structure Design Special	EACH	\$5,000.00	1		\$5,000.00
2506.516	Construct Drainage Structure Design Special (Type 477)	LIN FT	\$240.00			\$0.00
2506.516	Casting Assembly, Neenah R-1733	EACH	\$700.00	2		\$1,400.00
2506.516	Casting Assembly, Neenah R-3067-R	EACH	\$650.00	1		\$650.00
2506.601	BMV Preparation	EACH	\$4,000.00	1		\$4,000.00
2506.602	Manhole/Drainage Structure Seal (Storm)	EACH	\$185.00	2		\$370.00
2511.502	Random Rip Class IV w/ Geotextile Filter, Type IV	TON	\$75.00	1		\$75.00
2511.502	Wash Rock	CU YD	\$40.00	60		\$2,400.00
2573.502	Silt Fence	LIN FT	\$2.50	900		\$2,250.00
2573.530	Storm Drain Inlet Protection	EACH	\$175.00	2		\$350.00
	Storm Sewer Subtotal					\$71,895.00
Water Main						
2504.602	Connect to Existing Water Main	EACH	\$1,250.00	1		\$1,250.00
2504.602	Hydrant (Waterous WB67-250)	EACH	\$4,000.00	1		\$4,000.00
2504.602	6" Gate Valve and Box	EACH	\$1,750.00	1		\$1,750.00
2504.602	8" Gate Valve and Box	EACH	\$2,250.00	1		\$2,250.00
2504.602	12" Gate Valve and Box	EACH	\$3,500.00	0		\$0.00

2504.603
2504.603
2504.603
2504.608

6" PVC C-900 DR 18 Hydrant Leads w/Tracer Wire
8" PVC C-900 DR 18 Water Main w/Tracer Wire
12" PVC C-900 DR 18 Water Main w/Tracer Wire
Water Main Fittings

LIN FT	\$32.00	6	\$192.00
LIN FT	\$36.00	329	\$11,315.00
LIN FT	\$52.00	0	\$0.00
LBS	\$7.50	169	\$1,267.50
			\$22,224.50

Water Main Subtotal
Subtotal

\$109,258.50
\$109,258.50
\$16,388.78
\$27,314.63
\$152,961.90

SUMMARY

Total Estimated Construction Cost - Phase 1

TOTAL ESTIMATED CONSTRUCTION COSTS

Contingency (15%)

Project Related Costs (25%)

TOTAL ESTIMATED PROJECT COSTS

\$109,258.50
\$109,258.50
\$16,388.78
\$27,314.63
\$152,961.90

TOWER SITE LEASE AGREEMENT

Site Name Hamburg, City of Water Tenant Broadband Corp
Tower

1772 Steiger Lake Ln
PO 146
Victoria, MN 55386

WHEREAS, This Tower Site Agreement ("Lease") is entered into by and between Site Owner and Tenant and shall be effective on the date last signed by both of the parties.

WHEREAS, The Site is a **120'+ Water Tower** or equivalent in height and usable structure with a building site for housing equipment, located at Site Name address.

WHEREAS, the Tenant desires to Lease a certain portion of land and tower space within the Site, along with access and utility easements thereto (collectively, the "Premises"). Located at the address of _____

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Site Owner grants to Tenant use of the Premises, together with an access and utility easement, under the following terms and conditions:

1. **USE:** Tenant may use the Premises for the installation, location, operation, maintenance, repair and/or use of certain radio transmitting equipment. (See Appendix A and B)
2. **INITIAL TERM:** **Sixty (60) months**, commencing on the date this agreement is signed by both parties.
3. **RENEWAL TERMS:** **Four (3) renewal terms of sixty (60) months** each, which will automatically renew unless Tenant notifies Site Owner in writing of Tenant's intent not to renew, no less than 90 days prior to the end of the then-current term.
4. **RENT**
 - (a) The monthly rent shall be **50 00/100 Dollars (\$50.00)**. Tenant shall pay all amounts due to Site Owner by check, wire transfer, account auto debit or ACH credit to Site Owner's account no later than the first business day of each calendar month that it is due.
 - (b) **HOLDOVER.** If Tenant holds over with respect to the Site or Premises after expiration of any Initial Term or Renewal Term, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and rent shall be **one hundred fifty percent (150%)** of the Rent applicable during the last month of the preceding term. This value will be determined by the existing services provided to the Site Owner at the prevailing value of the services rendered.
5. **UTILITIES:** Shall be: Provided by Site Owner
6. **INTERFERENCE:** Tenant's Permitted Equipment shall not cause measurable interference to the equipment in current operation on Premise existing as of the date this Lease is executed by the parties. In the event Tenant's equipment causes such interference, and after Site Owner has notified Tenant of such interference. Tenant will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of one-hundred and twenty (120) hours following notification, Site Owner shall have the right to cause Tenant to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied. Site Owner agrees that Site Owner and other Tenants will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the existing equipment of the Tenant.
7. **INSURANCE:** In no event shall Site Owner be liable for damage to Tenant's equipment, including replacement. Tenant shall at all times have **Commercial General Liability**: Tenant shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:
 - (a) Policy Form Occurrence General Aggregate Limit \$1,000,000.00
 - (b) Products & Completed Operations Limit \$500,000.00
 - (c) Personal Injury & Advertising Injury Limit \$500,000.00
 - (d) Each Occurrence Limit \$1,000,000.00
 - (e) Damage to Rented Premises \$ 100,000.00

- (f) Medical Expense Limit \$ 5,000.00

8. INDEMNIFICATIONS

- (a) SITE OWNER shall indemnify Tenant against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Site Owner, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Site Owner, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Site Owner or its contractors, subcontractors, agents, or representatives. In the event that Tenant seeks indemnification hereunder, Site Owner shall have no obligation to indemnify as provided herein unless Tenant provides prompt written notice to Site Owner of any such claims and allows Site Owner the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Tenant and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Site Owner chooses to control the defense. In such event that Site Owner chooses to control the defense, Tenant shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Site Owner, which will not be unreasonably delayed, conditioned, or withheld.
- (b) TENANT shall indemnify Site Owner against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to (i) the acts or omissions of Tenant, its Contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Tenant, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Tenant or its contractors, subcontractors, agents, or representatives. In the event that Site Owner seeks indemnification hereunder, Tenant shall have no obligation to indemnify as provided herein unless Site Owner provides prompt written notice to Tenant of any such claims and allows Tenant the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Site Owner and its counsel may participate in such proceedings at it own expense but not control such proceedings, negotiations, or defense as counsel of record if Tenant chooses to control the defense. In such event that Tenant chooses to control the defense, Site Owner shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Tenant, which will not be unreasonably delayed, conditioned, or withheld.

9. WAIVERS

- (a) SITE OWNER waives its right to any claim against Tenant, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by Site Owner and in force at the time of any such damage and any risks which would be covered by the insurance which Site Owner is required to carry hereunder. Site Owner will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Tenant in connection with any damage covered by any policy.
- (b) TENANT waives its right to any claim against Site Owner, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks insured against under any insurance policies carried by the Tenant and in force at the time of any such damage and any risks which would be covered by the insurance which Tenant is required to carry hereunder. Tenant will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Site Owner in connection with any damage covered by any policy.

10. EQUIPMENT INSTALLATION AND REMOVAL

- (a) INSTALLATION: Tenant's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Tenant, and shall not be considered a fixture to the real estate. Tenant's installation, and any associated costs including necessary permits or Leases shall be at Tenant's sole cost and expense. Tenant may not install equipment at the Site without Site Owner's prior consent, which consent shall not be unreasonably withheld.
- (b) REMOVAL: No later than 90 days after expiration or termination of this Lease, Tenant shall, at its sole cost and expense, remove its equipment from the Premises. If Tenant fails to timely remove its equipment, Site Owner shall have, to the full extent of the law:
- the right to immediate possession of the Premises without invoking legal process; and,
 - the right (but not the obligation) to immediately disconnect and remove Tenant's equipment from the Site, in which case Tenant shall pay Site Owner upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

11. FORCE MAJEURE AND SITE DAMAGE

- (a) FORCE MAJEURE: The time for performance by Site Owner or Tenant of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of Site Owner or Tenant.

Appendix A Equipment on Tower

Existing Equipment

Name	Type	Size(inches)	Weight(lb)	Qty
Old 2.4ghz Broadcast	Sector	27.5Hx5.7Wx3.1D	13	3
5ghz Backhaul	Dish	36dia.x26D	35	1
5ghz Backhaul	Dish	41.3dia.x16.5D	16.3	1

Proposed New Equipment

5ghz Broadcast	Sector	23.4Hx6.2Wx4.3D	14.6	4
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Replacement for Old 2.4ghz Broadcast

2.4ghz Broadcast	Sector	23.4Hx6.2Wx4.3D	14.6	4
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Equipment to be removed

5ghz Backhaul	Dish	41.3dia.x16.5D	16.3	1
Old 2.4ghz Broadcast	Sector	27.5Hx5.7Wx3.1D	13	3

*Each piece of equipment also has one Cat6 or 5e feed line that is .36in dia. and 0.064lb per foot. Average foot length of feed line is 130' for a total weight of 8.32lb

Appendix B Building or Land Use

All of Broadband Corp's indoor equipment will be housed in existing tower site building. Broadband Corps equipment footprint within this building will not exceed a 4' x 4' area.



505 Broadway
P.O. Box 310 952-448-4030
Carver, MN 55315 fax 952-448-6054

www.ROBBSELECTRICINC.com

City of Hamburg
181 Broadway Ave.
Hamburg, MN. 55339
ATTN: Jeremy

3/2/2017

REBUILD EXISTING FLAG LIGHTS TO LED

- 1 REMOVE 2 400WATT METAL HALIDE LAMPS AND BALLASTS FROM SYSTEM 454 WATTS EACH
- 2 INSTALL 2 LED 26W FLOOD LAMPS 26WATTS EACH
- 2 MOGUL BASE ADAPTERS
- 2 REWIRE FIXTURES

LABOR

PRICE AS LISTED

\$ 545.00

**NOTE THE ENERGY SAVINGS ON THESE FIXTURES WILL BE APPROXIMATELY \$402.00 PER YEAR
A PAYBACK OF 1.35 YEARS**

A XCEL REBATE MAY ALSO BE APPLIED FOR WHICH SHOULD BE AROUND \$30.00 OR MORE PER LAMP



505 Broadway
P.O. Box 310
Carver, MN 55315

952-448-4030
fax 952-448-6054

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4/12/2017

Customer Information Facility Information

Project Name:

Based off of Cost Per \$0.11

PER KW

City of Hamburg

181 Broadway Ave.

Hamburg, MN. 55339

Lighting System Payback Analysis

ATTN: Jeremy

Existing System						Proposed System						
Room Description	Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned Per Yr.	Energy \$ Per Yr.	Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned Per Yr.	Per Luminaire Cost	ESTIMATED Per Luminaire Rebate	Energy \$ Per Yr.
MONUMENT												
FLOODS	50 MH FLOOD	2	62	4380	\$59.74	RAB FFLED18	2	18	4380	\$500.00	\$100.00	\$17.34
FLOODS	250 MH FLOOD	2	295	4380	\$284.26	RAB FXLED78T	2	78	4380	\$725.00	\$100.00	\$75.16
BALLPARK FLAG	400W	2	454	4380	\$437.47	FLOOD LAMPS	2	26	4380	\$300.00	\$100.00	\$25.05
COMMUNITY HALL												
FRONT EXTERIOR	500QUARTZ	1	500	720	\$39.60	SIMKAR 50	1	50	720	\$495.00	\$100.00	\$3.96
SIDE EXTERIOR	MH WALLPACK	3	93	720	\$22.10	SIMKAR 26W	3	26	720	\$355.00	\$100.00	\$6.18
WATER TREATMENT	100HPS	4	126	4380	\$242.83	SIMKAR 26W	4	26	4380	\$355.00	\$100.00	\$50.11

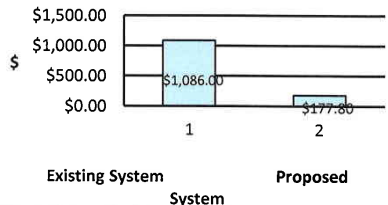
	Existing System	Proposed System
System Watts	2,905.00	476.00
System kW	2.905	0.48

Estimated Annual Energy Costs	\$1,086.00	\$177.80
Estimated Monthly Energy Costs	\$90.50	\$14.82

DISPOSAL	\$280.00
Total System Cost including dispos	\$6,310.00
Estimated XCEL ENERGY Rebate	\$1,400.00

Total Project Price After Rebate \$5,190.00

Annual Energy Cost



Payback Analysis

Annual Energy Savings \$908.20

Simple Payback (Years) 5.71

Ten Year Energy Cash Flow \$3,892.00

Note: These are estimated savings only. These annual and monthly savings are based on a number of variables and assumptions that could change over time. Payback does not include maintenance savings.