



HAMBURG CITY COUNCIL AGENDA MAY 11, 2021

1. **Call City Council Meeting to Order**
 - **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 Payment of Added April Claims (\$7,479.65)**
 - **Approve Payment of May Claims List (\$22,274.50)**
 - **Approve Minutes for April 13, 2021**
 - **Approve Resolution Number 2020-04 (Community Festival)**
 - **Delinquent Utility Bills Report**
5. **Hamburg Fire Department – Fire Chief Siewert**
 - **COVID-19 Pandemic**
 - **Gear Dryer/Washer**
 - **Purchase iPads for Active 911**
 - **Accept Retirement of Firefighter Chris Petz**
6. **Old City Business**
 - **Public Nuisance(s) – 679/710 Park Avenue**
 - **May 13th Court Date**
 - **Parcels 45.0282010/45.9990100 Annexation**
 - **Intoxicating Liquor License (Hamburg Baseball Park)**
 - **Lease Agreement w/ Baseball Club**
 - **Amendments to Chapter 112 (Liquor Regulations) of Hamburg City Code**
7. **New City Business**
 - **Parkside Tavern**
 - **Closing RR Street (Bean Bag League)**
 - **Tables on Sidewalk**
 - **Allow Renting of Tables/Chairs (Comm Hall)**
 - **2020 City Financial Audit**
 - **Hold Second City Council Meeting for May**
 - **May 25, 2021 @ 7:00 PM**



***HAMBURG CITY COUNCIL AGENDA
MAY 11, 2021***

8. City Council Reports

- **Councilmember Scott Feltmann**
- **Councilmember Eric Poppler**
- **Councilmember Jessica Weber**
- **Councilmember Tim Tracy**
- **Mayor Chris Lund**

9. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
MAY 11, 2021***

COMMUNITY HALL & PARK ACTIVITIES

JUNE

- 5 – Graduation (Park)**
- 6 – Graduation (Park)**
- 11 – Graduation (Park)**
- 12 – Graduation (Park)**
- 13 – Graduation (Park)**
- 26 – Big Rib Jig (Park)**
- 26 – Wedding Reception**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

MAY

- 3 – Hamburg Lions Board Meeting**
- 3 – HFD Training**
- 4 – Mayor’s In Time**
- 11 – Hamburg City Council Meeting – 7:00 PM**
- 11 – Young America Township Board Meeting**
- 17 – Hamburg Lions Club**
- 25 – Hamburg City Council Meeting (TBD)**
- 31 – Hamburg Fire Dept. (Relief Association) Meeting**

JUNE

- 1 – Mayor’s In Time**
- 7 – Hamburg Lions Board Meeting**
- 7 – HFD Training**
- 8 – Hamburg City Council Meeting – 7:00 PM**
- 8 – Young America Township Board Meeting**
- 13 – Community Center Rental**
- 21 – Hamburg Lions Club**
- 28 – Hamburg Fire Dept. (Relief Association) Meeting**

CITY OF HAMBURG
NOTICE OF A HAMBURG CITY COUNCIL MEETING
TUESDAY, MAY 11, 2021
7:00 P.M.

NOTICE IS HEREBY GIVEN, that the City of Hamburg City Council will hold a City Council Meeting on Tuesday, May 11, 2021 at 7:00 p.m., in the Council Chambers, 181 Broadway Avenue, Hamburg, MN.

This meeting is a regular scheduled meeting of the Hamburg City Council. Due to the current health pandemic of COVID-19, the Council Chambers will be closed to the public.

It is anticipated that some or all members of the City Council due to the COVID-19 Pandemic will participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021 rather than in-person at the City Council's regular meeting place at City Hall, 181 Broadway Avenue, Hamburg, Minnesota.

Members of the public can listen to and/or participate in the council meeting live online at <https://us02web.zoom.us/j/6817521480>, the Zoom App on your cellphone via the google play store, or by calling 1-312-626-6799. Use Meeting ID: 681 752 1480 when logging in or calling in. Use # as your participant ID.

To view a copy of the Agenda Packet please refer to the City Website: www.hamburgmn.com by clicking on the City Council Meetings tab. To be added to the Agenda please call City Offices by Noon on Friday.

If you have any questions, please contact City Hall (952) 467-3232 for further information.

POSTED BY THE HAMBURG CITY CLERK
Jeremy Gruenhagen, City Clerk/Treasurer

2021 April Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - March 2021	\$2,955.62	4/13/2021
ACH	MN Dept. of Revenue	Divided	March 2021 State Withholding Tax Payment	\$511.00	4/13/2021
ACH	PERA	Divided	PERA Withholding - March 2021	\$517.83	4/13/2021
ACH	HealthPartners	Divided	Health Insurance for April 2021	\$4,508.15	4/13/2021
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for March 2021	\$30.60	4/13/2021
ACH	Google	General Gov't	Email Accounts (9) Administered by Google G Suite	\$108.00	4/13/2021
ACH	ZOOM	General Gov't	Video Conferencing Service	\$16.09	4/13/2021
ACH	Greg Schultz	Divided	Wages 3/22/21 to 4/4/21	\$1,899.10	4/13/2021
ACH	Tamara Bracht	Divided	Wages 3/22/21 to 4/4/21	\$857.28	4/13/2021
ACH	Kwik Trip	Public Safety (FD)	Fuel for March, 2021	\$95.77	4/13/2021
ACH	MN Dept of Labor & Industry	Public Safety (FD)	Building Permit Surcharge Report for 1st Qtr 2021	\$22.44	4/13/2021
ACH	Verizon Wireless	General Gov't	(7) Cell Phone Lines for 3/25/2020 - 4/24/2021	\$290.50	4/27/2021
ACH	MN Dept of Revenue	Divided	Sales Tax for 1st Qtr 2021	\$70.00	5/11/2021
ACH	PERA	Divided	PERA Withholding - March 2021	\$527.80	5/11/2021
ACH	Greg Schultz	Divided	Wages 4/05/21 to 4/18/21	\$1,960.36	5/11/2021
ACH	Tamara Bracht	Divided	Wages 4/05/21 to 4/18/21	\$844.18	5/11/2021
ACH	Jeremy Gruenhagen	Divided	April Wages	\$2,038.66	5/11/2021
ACH	Jeremy Gruenhagen	Divided	April Wages	\$2,038.65	5/11/2021
Debit Card	US Postal Service	General Gov't	EDDM Postage for COVID-19 Newsletter April 2, 2021	\$75.07	4/13/2021
Debit Card	Amazon	Public Safety (FD)	3 Pack of Printer Toner Cartridges	\$32.99	4/13/2021
Debit Card	Amazon	General Gov't	Box of Printer Paper, Ink Refill for Hand Stamps, Wet Erase M	\$110.47	4/13/2021
Debit Card	Urban Land Institute	General Gov't	Urban Land Institute Membership Renewal	\$240.00	4/27/2021
Debit Card	Amazon	General Gov't	Toner Cartridges for HP Desktop Printer	\$22.95	4/27/2021
Debit Card	US Postal Service	General Gov't	Pre-Stamped Envelopes Box of 500	\$335.90	4/27/2021
Debit Card	US Postal Service	General Gov't	EDDM Postage for COVID-19 Newsletter April 22, 2021	\$75.07	4/27/2021
20557	VOID	VOID	Printer Issue - VOID	\$0.00	4/13/2021
20558	VOID	VOID	Printer Issue - VOID	\$0.00	4/13/2021
20559	VOID	VOID	Printer Issue - VOID	\$0.00	4/13/2021
20560	VOID	VOID	Printer Issue - VOID	\$0.00	4/13/2021
20561	CarQuest	General Gov't Bldgs	Shop Tools	\$110.00	4/13/2021
20562	Carver County Attorney's	General Gov't	1st Qtr 2021 - Fines Collected & Qtrly Surcharge	\$183.86	4/13/2021
20563	CarverLink	Divided	Internet/Phone April	\$160.79	4/13/2021
20564	Cintas	Hall	Cleaning Supplies	\$95.73	4/13/2021
20565	Coordinated Business Systems	General Gov't	Intermedia Monthly Equipment Base Rate for 2/26/20-3/25/21	\$58.35	4/13/2021
20566	Core & Main	Water	Sensus Command Link Repair	\$305.00	4/13/2021
20567	Dan Oelfke Construction	Park & Rec.	Down Paymnet to Reroof Park Food Shelter	\$4,750.00	4/13/2021
20568	EMTS	Public Safety (FD)	(2) Initial Course Training	\$1,350.00	4/13/2021
20569	Gopher State One	Divided	March Locate Requests (4)	\$5.40	4/13/2021
20570	Hoff Barry	General Gov't	Professional Services - Annexation Ordinance Correspondence	\$528.00	4/13/2021
20571	JT Floor Covering Installations	Hall	1/2 Down for East Side Hall Floor Replacement Project	\$10,274.99	4/13/2021
20572	Kranz Lawn & Power	Park & Rec.	6 Replacement Blades for Lawnmower	\$113.70	4/13/2021
20573	Loffler Companies	General Gov't	March Copies	\$119.08	4/13/2021
20574	Melchert - Hubert & Sjodin, PLLP	General Gov't	Trebesch Litigation, Cell Phone Policy, Family CARES Act Be	\$2,987.60	4/13/2021
20575	Menards	Divided	Garbage Bags, Dish Soap, Batteries, Air Freshners	\$102.21	4/13/2021
20576	MN BCA	Public Safety (FD)	Background Check for FD Reserve Applicant	\$15.00	4/13/2021
20577	MN Pollution Control Agency	Sewer	Water Permit Annual Fee	\$505.00	4/13/2021
20578	MNSPECT	General Gov't	Residential Building Permits, License/Lead Look-up Fee	\$328.68	4/13/2021
20579	MVTL, Labs.	Sewer	Lab Fees for Quarterly Influent Sample 3-17-2021	\$61.75	4/13/2021
20580	Per Mar Security Services	Water	Base Alarm Monitoring for Water Treatment Plant 4/24-7/23, 21	\$92.07	4/13/2021
20581	Plunkett's Pest Control	Divided	General Pest Control at Hall, CC & FD on April 5th	\$139.12	4/13/2021
20582	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training and Assistance for March 2021	\$675.00	4/13/2021
20583	Wm. Mueller & Sons	Divided	Fuel for City Vehicles, Hawks Lawnmower, Conbit, Snow Plov	\$611.24	4/13/2021
20584	Xcel Energy	Divided	Electricity / Natural Gas Services	\$3,702.40	4/13/2021
20585	Xcel Energy	Divided	Electricity / Natural Gas Services	\$1,101.18	4/13/2021
20586	Botlon & Menk Inc.	General Gov't	Comp. Plan Update - Professional Services Jan. 9 - Feb. 5, 20	\$200.00	4/13/2021
20587	Canon Financial Services	General Gov't	Canon Copier Gov't Contract for March	\$33.13	4/13/2021
20588	CarQuest	Public Safety (FD)	Wiper Blade for Grass Rig, Degreaser	\$34.43	4/13/2021
20589	MES	Public Safety (FD)	6 Face Masks, 2 Nozzles	\$3,392.48	4/13/2021
20590	SASCS	Public Safety (FD)	Basic Firefighter Course for Egan	\$1,370.00	4/13/2021
20591	Young America Township	General Gov't	Township Fee for Stormwater Pond Annexation	\$250.00	4/13/2021
20592	Bruce Widmer	Water	Refund of Final Water Bill Overpayment	\$9.47	4/27/2021
20593	Canon Financial Services	General Gov't	Canon Copier Gov't Contract for April	\$33.13	4/27/2021
20594	Carver County	Public Safety	Overtime Pay for Deputy Voigt	\$239.47	4/27/2021
20595	Dan Oelfke Construction	Park & Rec.	Final Payment for Re-roof of Park Food Building	\$2,805.15	4/27/2021
20596	Home Solutions	Park & Rec.	4 Keys Cut for Master Padlock at Park	\$10.76	4/27/2021
20597	Kohl's Sweeping Service	Public Works (Streets)	Streets Swept on April 23, 2021	\$1,125.00	4/27/2021
20598	Melchert, Hubert & Sjodin	General Gov't	Legal Services for Litigation, Annexation, & Code Enforcemen	\$8,869.60	4/27/2021
20599	MVTL Labs Inc.	Sewer	Sewer Water Sample Date April 22, 2021	\$80.25	4/27/2021
20600	Office of the Secretary of State	General Gov't	Notary License Renewal for Deputy Clerk Bracht	\$120.00	4/27/2021
20601	S.E.H. Inc.	General Gov't	Meeting for In Place Storm Sewer System	\$1,076.07	4/27/2021
20602	Xcel Energy	Divided	Electricity / Natural Gas Services	\$623.69	4/27/2021
				\$68,833.26	
			April Claims	\$45,396.60	4/13/2021
			Added April Claims	\$15,957.01	4/27/2021
			Added April Claims	\$7,479.65	5/11/2021
			Total April Claims	\$68,833.26	

2021 May Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - April 2020	\$3,027.20	
ACH	MN Dept. of Revenue	Divided	April 2020 State Withholding Tax Payment	\$525.00	
ACH	PERA	Divided	PERA Withholding - April 2020	\$780.04	
ACH	PERA	Divided	PERA Withholding - May 2020	\$538.83	
ACH	HealthPartners	Divided	Health Insurance for May 2020	\$4,508.15	
ACH	Greg Schultz	Divided	Wages 4/19/2021 - 5/2/2021	\$2,053.26	
ACH	Tamara Bracht	Divided	Wages 4/19/2021 - 5/2/2021	\$803.90	
ACH	Mel Sprengeler	Park & Rec.	Wages 4/19/2021 - 5/2/2021	\$299.21	
ACH	Jeremy Gruenhagen	Divided	May Wages	\$2,038.66	
ACH	Google	General Gov't	Email Accounts (13) Administered by Google G Suite - 4 Added for	\$125.60	
ACH	Kwik Trip	General Gov't Bldgs	Non-Ox Fuel for City Small Engines	\$35.50	
ACH	ZOOM	General Gov't	Video Conferencing 5-6-21 to 6-5-21	\$16.09	
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for April 2020	\$30.60	
ACH	Optum Bank	General Gov't	HSA Admin Fee's for City Employees for 2nd Qtr 2020	\$1,250.00	
ACH	Verizon Wireless	General Gov't	(7) Cell Phone Lines	\$290.57	
20603	CarQuest Auto Parts	General Gov't Bldgs	Zip Ties	\$13.47	
20604	Carver County Tax Payer Services	Storm Water	Parcel 45.0282600 Special Assessment JD3A	\$1,428.00	
20605	CarverLink/MetroNet	Divided	Internet/Phone	\$161.34	
20606	Cintas	Hall	Cleaning Supplies	\$81.83	
20607	Coordinated Business Systems	General Gov't	Intermedia Monthly Equipment Base Rate for Feb & April	\$132.77	
20608	Dammann Seed Sales	Park & Rec.	Athletic Turf Mixture #25lb. Bag	\$60.00	
20609	ECM Publishers	Hall	NYA Guide - Hall Advertisement	\$275.00	
20610	Gopher State One	Divided	April Locates (19 Requests Billable at \$1.35 each)	\$25.65	
20611	Hoff Barry P.A.	General Gov't	Correspondence & Document Prep. for Pond Annexation	\$386.00	
20612	Home Solutions	Hall	Kwik Seal for Hall Cooler	\$4.31	
20613	Loffler	General Gov't	April Copies	\$76.19	
20614	MNSPECT	Public Safety	Commercial / Residential Permits & Inspections for April	\$1,223.38	
20615	MVTL Labs, Inc.	Sewer	Final Pond Discharge - Sample Dates April 29 & May 4, 2021	\$280.75	
20616	Runnings Supply Inc.	Divided	Waterproof Boots for Public Works, Round-Up for City Grounds	\$310.96	
20617	Thein Well	Water	Annual Inspection of Pumps and Wells	\$275.00	
20618	Viking Bottling Company	Park & Rec.	Park Pop Machine Fill	\$215.00	
20619	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for April	\$513.75	
20620	Waste Management	Sanitation	30 Yard Flat Green Yard Waste Container	\$296.04	
20621	Wm. Mueller & Sons	Divided	Fuel for City Vehicles and Equipment	\$192.45	
				\$22,274.50	



***HAMBURG CITY COUNCIL MEETING
APRIL 13, 2021***

PUBLIC HEARING (Continued from March 9, 2021)

- Ordinance Number 164 (Annexation for Stormwater Pond)

No comments from the public.

MOTION: Councilman Tim Tracy moved to close the Public Hearing at 7:05 p.m. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.

CITY COUNCIL MEETING

Mayor Lund called the Hamburg City Council Meeting to order at 7:05 p.m. Those present in Council Chambers were Councilman Tim Tracy, Councilman Eric Poppler, Councilman Scott Feltmann, and Council Member Jessica Weber. City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Steven Siewert, and Big Rib Jig coordinator Mike Malz. In attendance via Zoom were Commissioner Fahey, and Senator Coleman.

Public Comment – no comments

Agenda Review (Added Items) and Adoption – No items to add

MOTION: Councilman Tim Tracy moved to approve the Agenda as written. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.

Consent Agenda

- Approve Minutes for March 9, 2021
- Approve Payment of Added January 2021 Claims (\$60.81)
- Approve Payment of Added February 2021 Claims (\$100)
- Approve Payment of Added March 2021 Claims (\$11,610.40)
- Approve Payment of April Claims List (\$45,396.60)
- Approve Cash Flow Statements for January & February 2021
- Delinquent Utility Bills Report
- Severe Weather Awareness Week April 12th – 16th
- Carver County Board of Adjustment (Variance for Jason Mackenthun)
- Southern Valley Alliance 22nd Annual Gala Event

MOTION: Councilman Eric Poppler moved to approve the Consent Agenda. Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Members were present.



***HAMBURG CITY COUNCIL MEETING
APRIL 13, 2021***

Carver County Commissioner John P. Fahey

Commissioner Fahey explained the 3 phases of the 4½ mile expansion of 212 between Carver and Cologne. Phase 1 is clearing trees and buildings. This is almost complete. Phase 2 is the dirt work which will start in May and go thru May 2022. Phase 3 is laying the road. There are no planned lane closures, and the project is expected to be completed by October 2022. The project cost came in 33% lower than originally projected, which has allowed the shifting of those additional funds toward the Cologne/NYA portion of the project.

Q: Has all the funding for 212 from Cologne to NYA been received?

A: Not yet. Senator Coleman is assisting with that and is currently working on a Federal application.

Carver County COVID-19 update: cases are up as of April 8th. 1/3 of our county has been vaccinated. We lead in the number of 65 and older who have been vaccinated. Some COVID vaccinations were able to be redirected to a few select pharmacies.

Senator Julia Coleman

Senator Coleman spoke about the 2021 Legislative session. She is on the committee's for Taxes, Education K-12, and Transportation.

Taxes: Senate is Federally Conforming and we are hopeful the House will pass.

Education: Working on bridging the gap on unfair distribution of funds.

Transportation: Hwy 212 is included in the Omnibus Bill. Senator Nash is carrying it to the House – expanding focus to out-lying MN and not just the Metro Area.

Senators will be doing a bus tour of cities to see what the Bonding needs are. Let her know if we are wanting anything.

Q: Lack of 3.2 Beer? (Mn is only state with 3.2 Beer/Breweries are no longer producing 3.2 Beer)

A: We have spoken about it and there are supportive Senators. We need to limit Policy Bills and are focusing on Funding this session. Next year's session will focus on Budget, Bonding, and Policy.

Q: Paying kids for unemployment?

A: Yes, will send information on that.



HAMBURG CITY COUNCIL MEETING APRIL 13, 2021

Hamburg Fire Department – Fire Chief Siewert

- COVID-19 Pandemic
 - PPE Supplies are well stocked
- Purchasing Policy (Limits) – Tabled till next meeting.
- Gear Dryer/Washer
 - City Clerk: 2 quotes received for electrical, need 1 more for mechanical/venting
- Purchase iPads for Active 911
 - City Clerk is checking with Verizon – more info to come
- Gear for HFD Members Egan, Harris, Weckman (\$7,300)
 - FD will apply for grants & keep communication open for other funding options.
- Acting Fire Chief Steven Siewert will complete the current Chief 1 term which ends in 2022. In the Fall, of 2021, there will be a selection process for the open Chief 2 position.

Old City Business

- State of MN - Office of State Auditor
 - Attorney General's Office Letter (Cell Phone Contracts)
 - Credit Card Use and Policies
 - Council agreed to wait for an opinion from City Attorneys before considering any changes.
- Public Nuisance(s) – 679/710 Park Avenue
 - April 8th Court Date
 - The Carver County Judge gave a 30-day extension to meet city requirements and have a walk thru with city officials to determine compliance. That walk-thru is scheduled for April 14th at 4:00 p.m.
- Adopt Ordinance Number 164 (Annexation by Ordinance)
 - Stormwater Pond for Droege Third Addition
 - **MOTION: Councilman Tim Tracy moved to approve Ordinance #164. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.**
- Annexation Procedure(s) of Parcel 11.0282010
 - County is researching the possibility that the parcel in question may have already been annexed into the city limits 50+ years ago. More info to come.
- Inflow/Infiltration Compliance Letters (April 1, 2021 Deadline)
 - 801 William Street & 821 William Street
 - Council decided to move forward with the \$100 a month fee added to the water bill until the residents are in compliance.
- Ducks for Park Pond (Cost)
 - Council decided to contribute \$250.00 towards the cost of the ducks



***HAMBURG CITY COUNCIL MEETING
APRIL 13, 2021***

and their feed by reimbursing the individual(s) based on receipts submitted.

- **MOTION: Councilman Scott Feltmann moved to approve payment up to \$250 for Ducks/Feed at Hamburg Bi-Centennial Park. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.**

New City Business

- Hamburg Big Rib Jig Festival (Mike Malz)
 - Activities this year will include: Closing part of RR Street adjacent Parkside, A Craft Show, Kickball Tournament, Beanbag Tournament, and a Kids Peddle-Pull. Due to scheduling issues with renting a sled, the tractor pull will not happen along-side Big Rib Jig this year.
 - City Clerk will draft a Resolution to declare Rib Jig a City Festival.
- 3.2 Beer License vs Intoxicating Liquor License (Hamburg Baseball Club)
 - City to look into lease agreement with Baseball Club and other requirements need to issue an Intoxicating Liquor License.
 - **MOTION: Councilman Tim Tracy moved to hold a second City Council Meeting on Tuesday, April 27th, at 7:00 p.m. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.**

City Council Reports

- There were no Council Reports.

MOTION: Councilman Tim Tracy moved to adjourn the City Council meeting at 8:03 p.m. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.

Approved on April 27, 2021



Jeremy Gruenhagen, City Clerk/Treasurer

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2021-04**

**RESOLUTION AUTHORIZING OFF-PREMISES LIQUOR SERVICE
AT COMMUNITY FESTIVAL ON JUNE 26, 2021**

WHEREAS, Minnesota Statutes, section 340A.404, subdivision 4(b), authorizes a City Council to authorize a liquor license holder to serve liquor at an off-premises location at a community festival;

WHEREAS, the Big Rib Jig, being held on June 26, 2021, is an important attraction for the community and takes place within the City of Hamburg;

WHEREAS, Parkside Tavern has an active retail intoxicating on-sale liquor license issued by the City of Hamburg;

WHEREAS, Parkside Tavern desires to dispense liquor outside of its licensed premises during the Big Rib Jig; and

WHEREAS, Parkside Tavern has provided the City of Hamburg with proof of liability insurance in compliance with Minnesota Statutes, section 340A.409;

WHEREAS, the State of Minnesota is operating under a state of emergency regarding the Coronavirus of 2019 (COVID-19; coronavirus pandemic), and desires to promote the safe use of public facilities, which at minimum require safe distancing of attendees at 6' and a maximum attendance of 250 people pursuant to State of Minnesota guidelines for outdoor events and entertainment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HAMBURG, MINNESOTA:

1. The Big Rib Jig, being held on June 26, 2021, is a community festival.
2. The events desired to be held on June 26, 2021, in Hamburg Bi-Centennial Park are "outdoor events and entertainment" as indicated by Stay Safe MN regulatory guidance published by the State of Minnesota.
3. Organizers are required to follow all federal, state, and local requirements and guidelines related to COVID-19, and responsible for requiring the same compliance from attendees at their events.
4. Parkside Tavern is hereby authorized to dispense liquor off premises during the Big Rib Jig on June 26, 2021, in accordance with Minnesota Statutes, section 340A.404, subdivision 4(b).



5. Parkside Tavern may only dispense liquor in the designated areas of the Big Rib Jig. The designated areas are exclusively Bicentennial Park (614 Park Avenue) and the fenced-in area of Railroad Street immediately adjacent to Parkside Tavern. All liquor must be consumed in the designated areas.
6. Parkside Tavern is responsible for ensuring no persons under the age of 21 obtain or consume alcohol at the Big Rib Jig.

I CERTIFY THAT the above resolution (Resolution 2021-04) was adopted by the City Council of Hamburg, Carver County, Minnesota this 11th day of May, 2021.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk/Treasurer



"The City of Hamburg is an Equal Opportunity Employer and Provider."



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Hamburg Annexation Issue

Kathleen Smith <ksmith@co.carver.mn.us>

Thu, Apr 29, 2021 at 5:55 PM

To: "hamburgcityhall@gmail.com" <hamburgcityhall@gmail.com>, Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>
Cc: "jmarcsisak@mhslaw.com" <jmarcsisak@mhslaw.com>

AFTER DISCUSSING WITH BRIAN PRASKE IT APPEARS THAT THE SECTION OF RR LYING SOUTH OF THE NORTHERLY LINE OF SOPHIA AVE TO THE SOUTHERLY LINE OF SECTION 28 TWP 115 RANGE 26 WAS ANNEXED IN THE ANNEXATION RECORDED 4/15/1955 IN MISC BOOK L PAGES 310-311 ORDINANCE #33. I FOUND A PID 45.9990100 IN THE TAX SYSTEM BUT IT WAS UNSEARCHABLE IN GIS. THE PAPER MAP CONFIRMS THIS AREA AND IS LABELED WITH PID 45.9990100. THIS ALSO INCLUDES THE PID LABELED AS 11.0282010 OWNED BY EITHER THE CITY OF HAMBURG (QCD BK 85 PG 138-139 RECORDED 8/12/1966) OR STEVEN TREBESCH (LWD A649947 RECORDED 8/8/2017).

I HAVE UPDATED THE TAXING LEGAL FOR 45.9990100 AND ANNEXED PID 11.0282010 RETIRED, NEW PID ASSIGNED 45.0282010.

SEE ATTACHED MAPS, I HAVE REQUESTED FOR GIS TO BE UPDATED TO REFLECT THIS.

Let me know if you have any questions.

Kathy Smith, Land Records & Vitals Manager | Property & Financial Services Division

600 East Fourth Street | Chaska, MN | 55318

Office Phone: 952.361.1972 | Cell: 612.297.3565

ksmith@co.carver.mn.us | Website: www.co.carver.mn.us

***Monitor & Protect Your Most Valuable Assets** - To learn more about Land Notification and sign up to get email alerts on documents related to your property, visit <https://landnotify.co.carver.mn.us/Ins.app> for more information or to sign up for Land Notification alerts.

Need online access to Carver County land records? <http://landshark.co.carver.mn.us>

The Carver County Recorder/Registrar of Title does NOT perform legal or abstracting services, nor do we certify to any search results. This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Carver County shall not be liable for any damage, injury or loss resulting from this data.

5 attachments

Misc Bk L Pg 310 Ordinance 33 to Hamburg.TIF
165K

MISCELLANEOUS RECORD—L

Affiant states further that the Raymond J. Gestach, one of the Grantees in that certain contract for deed dated June 20, 1952, and recorded in book C of contract for Deeds, page 132, said Register of Deeds Office, and the Raymond J. Gestach, one of the Grantees in that certain Warranty Deed dated September 12, 1952, recorded in book 60 of Deeds page 53, and the Raymond J. Gestach, one of the Grantors in that certain contract for deed dated February 15, 1954, and recorded in Book C of Contracts for Deeds, page 282, said Register of Deeds office, and the Raymond Gestach, the defendant named in that certain judgment and decree, dated February 24, 1955, and recorded in book L of Miscellaneous, page 299, are all one and the same individual; and the affiant's brother.

Affiant says further that the Margaret L. Gestach, one of the grantees in that certain warranty deed, dated September 12, 1952, and recorded in book 60 of Deeds page 53, said Register of Deeds office and the Margaret L. Gestach, one of the grantors in that certain contract for deed dated February 15, 1954, and recorded in page 282, and the Margaret Gestach, the plaintiff in that certain judgment and decree, dated February 24, 1955, recorded in book L of Miscellaneous page 299, said Register of Deeds office, is one and the same individual, and is the former wife of the affiant's brother, Raymond J. Gestach.

Further affiant saith not.

John C. Gestach

Subscribed and sworn to before me this 14th day of April, 1955.

(Notarial Seal)

John A. Fahey
Notary Public Carver County Minnesota
My commission expires May 3, 1955

Filed for record on the 22nd day of April A. D. 1955 at 11:30 o'clock A. M. O. O. Rekow
Register of Deeds By JCR, Deputy

#87783

ORDINANCE

Village of Hamburg

To

The Public

ORDINANCE #33
AN ORDINANCE TO EXTEND THE BOUNDARIES
OF HAMBURG AND INCORPORATE ADDITIONAL
TERRITORY THEREIN.

The Village Council of the Village of Hamburg, Minnesota do ordain:

Section 1. - Village Boundary Extended: Pursuant to a petition duly signed by the majority of the owners of the lands included in the following described tract, to-wit:

Commencing at the point of intersection of the Easterly line of Railroad Street, Hamburg, Village and the Northerly line of Sophia Street, said Village, and running thence Easterly to the Northwest corner of the tract of land owned by William H. Mueller, and Veronica Mueller, as described in Book 55 of Deeds, page 599, Register of Deeds office, Carver County, Minn., thence running Easterly along the North boundary of the said Mueller tract to the Westerly boundary line of the tract owned by Edwin H. Thalman, and Laverna D. Thalman, as described in book 53 of Deeds, page 596, said Register of Deeds office; thence following the Westerly and Northerly Boundary line of said Thalman tract, in an Easterly direction, to the Westerly boundary line of the Ralph and Estella Mueller tract as described in book 48 of Deeds page 79, said Register of Deeds office; thence following the Westerly and Northerly boundary line of said Ralph Mueller tract, in an Easterly direction, to the Westerly boundary line of the Josephine Thoele tracts as described in Book 54 of deeds, page 552 and Book 54 of Deeds page 100, and Book 54 of Deeds page 184, said Register of Deeds office; thence following the Westerly and Northerly boundary line of the Josephine Thoele premises, in an Easterly direction to the West boundary line of the tract of land described in Book 22 of Deeds, page 145, formerly owned by the Hamburg Dairy Association, said Register of Deeds office; thence Northerly to the Northwest corner of said tract; thence Southeasterly 245 feet to a point which is distant 142 feet North from the South line of said Section 28; thence South 10 feet to the Northeast corner of the one-half acre tract owned by the Hamburg Dairy Association; thence running Easterly parallel to the South line of Section 28, Township 115 North of range 26 west, across the premises owned by Harold Bohlmann, to a point on the West line of the Southwest Quarter of the Southeast Quarter said Section 28, which said point is 132 feet North of the Southwest corner of said Southwest Quarter of Southeast Quarter; running thence North on said West line a distance of 198 feet to a point; thence East parallel with the South Section line of said Section a distance of 126 feet; thence South parallel to the West line of said Southwest Quarter of Southeast Quarter a distance of 100 feet; thence East parallel to the South line of said Section 28 a distance of 22 feet; thence South parallel with the West line of said Southwest Quarter of Southeast Quarter a distance of 100 feet to a point; thence running East parallel to the South line of said Section, across the William Mueller and Sons tract as described in book 47 of Deeds page 553, said Register of Deeds office, a distance of 116 feet to a point, on the East line of said tract and the West line of the DeLloyd Willemsen and Lois Willemsen land as described in book 60 of Deeds, page 19, said Register of Deeds office;

thence running North on the West line of said Willemsen tract a distance of 53 feet to the Northwest corner thereof; thence running East parallel to the said South Section line, to the Northeast corner of the Marvin and Shirley Sheeley tract of land as described in book 60 of Deeds page 420, said Register of Deeds office; thence South parallel to the North and South Quarter Section line of said Section 28, a distance of 183 feet to a point on the South line of said Section 28; thence running East along said South Section line a distance of 6 feet to the Northeast corner of Gerhard and Lydia A. Kloempken premises as described in book 60 of Deeds page 120 said Register of Deeds office; said Northeast corner being a point one hundred rods West of the Northeast corner of Section 33, said Town and Range; thence from said point running South 220.5 feet to a point; thence running West to a point, which is 222 feet East and 220.5 feet South of the Northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 33; thence turning at a right angle and running South a distance of 439.5 feet to a point which is 660 feet South of the North Section line of said Section 33; thence turning at a right angle and running West to a point on the North and South one-half Section line of said Section 33; thence turning North and running along said one-half Section line a distance of 157 feet to a point, which is 503 feet South of the North Section line of said Section; thence turning at a right angle, and running West 80 feet to a point; thence turning at a right angle and running North 288 feet to a point; thence turning at a right angle and running West 426½ feet to a point; thence turning at a right angle and running North a point on the North Section line of said Section 33; thence turning West and running along said North Section line to the point of its intersection with the Westerly Village Limit line of said Village of Hamburg; thence turning North and running along said Westerly Village line to the place of beginning,

the territorial limits of the Village of Hamburg, are hereby extended to include said above described tract within its limits, which shall hereafter be governed as other territory of the Village is governed.

Section 2. - Copy to be Filed with Secretary of State:

The Village Clerk shall forward a certified copy of this ordinance to the Secretary of State.

Section 3. - Effective: Such land shall be annexed upon the filing of a certified copy hereof with the Secretary of State, and the publication of this ordinance as required by law.

Passed by the Council this 15th day of April, 1955.

Attest: Clifford L. Wold Clerk (Corporate Seal) Approved: R. W. Graupmann Mayor

State of Minnesota
County of Carver
Village of Hamburg

ss

I, the undersigned, being the duly qualified and acting Clerk of the Village of Hamburg, Carver County, Minnesota, hereby certify that I have carefully compared the attached copy of ordinance #33, with the original thereof on file in my office and the same is a true, full and complete copy of said original Ordinance.

Witness my hand and the seal of the Village, this 15th day of April, 1955.

(Seal) Clifford L. Wold
Village Clerk - Village of Hamburg, Minnesota

Filed for record on the 22nd day of April A. D. 1955 at 4 o'clock P. M. O. O. Rekow, Register of Deeds by JCR, Deputy

#87819

OLD AGE ASSISTANT LIEN CERTIFICATE

Albert F. Beck

To

State of Minnesota

DPW - OAA - 4a Rev. 4-55

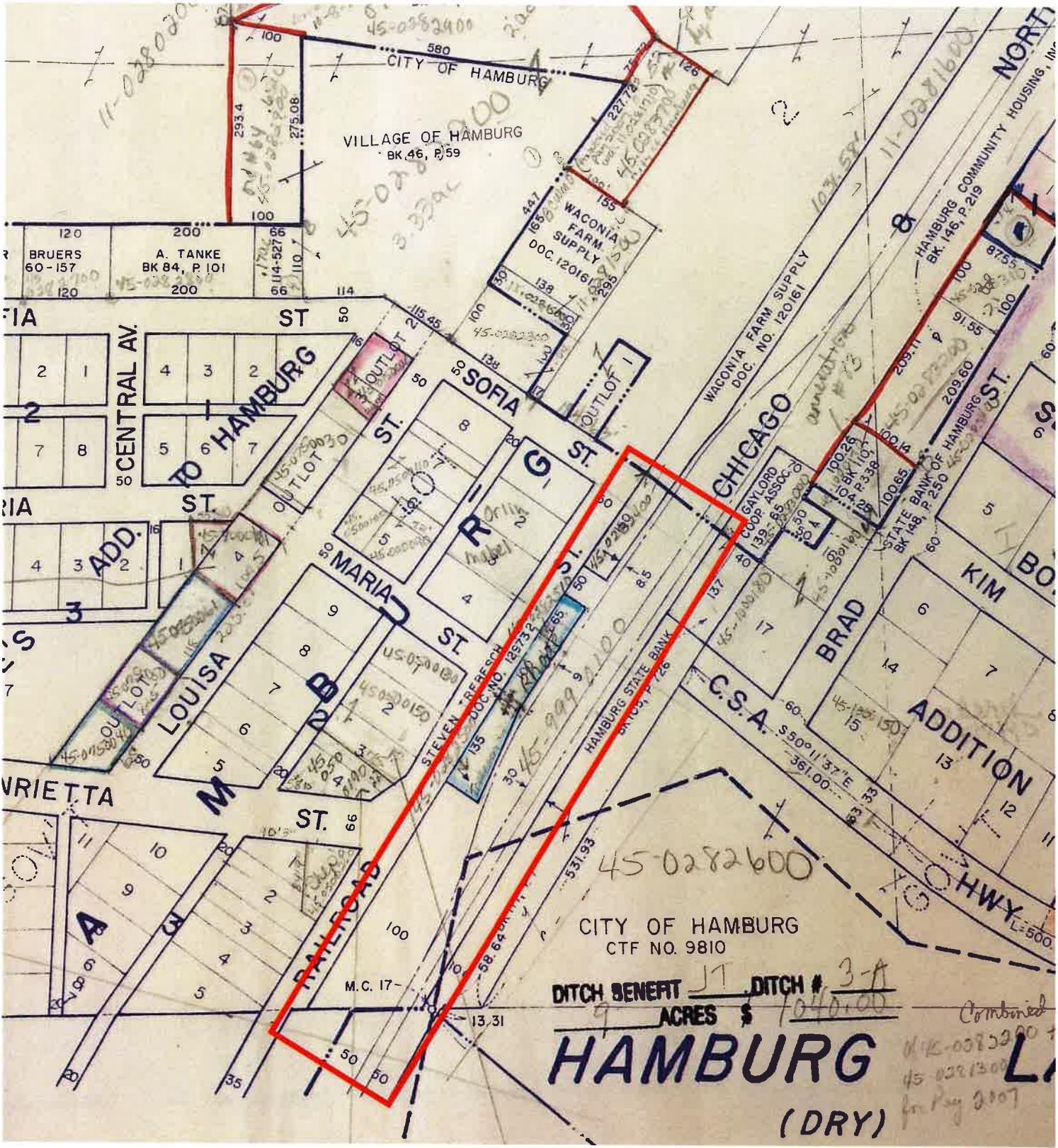
OLD AGE ASSISTANCE LIEN CERTIFICATE Case No. 999

IT IS HEREBY CERTIFIED THAT the welfareboard of CARVER County, hereinafter referred to as the county agency, has granted Albert F. Beck Waconia, Minnesota
(Name) (Address)

Minnesota, hereinafter called the recipient, Old Age Assistance effective April 1, 1955 in the amount of \$48.28 per month, under the provisions of Minnesota Statutes 1953, Chapter 256, as amended.

This certificate constitutes a lien in favor of the State of Minnesota and notice to all persons of such lien against the following described real property of the recipient in Carver County, Minnesota:

(Indicate whether it is registered or unregistered land)

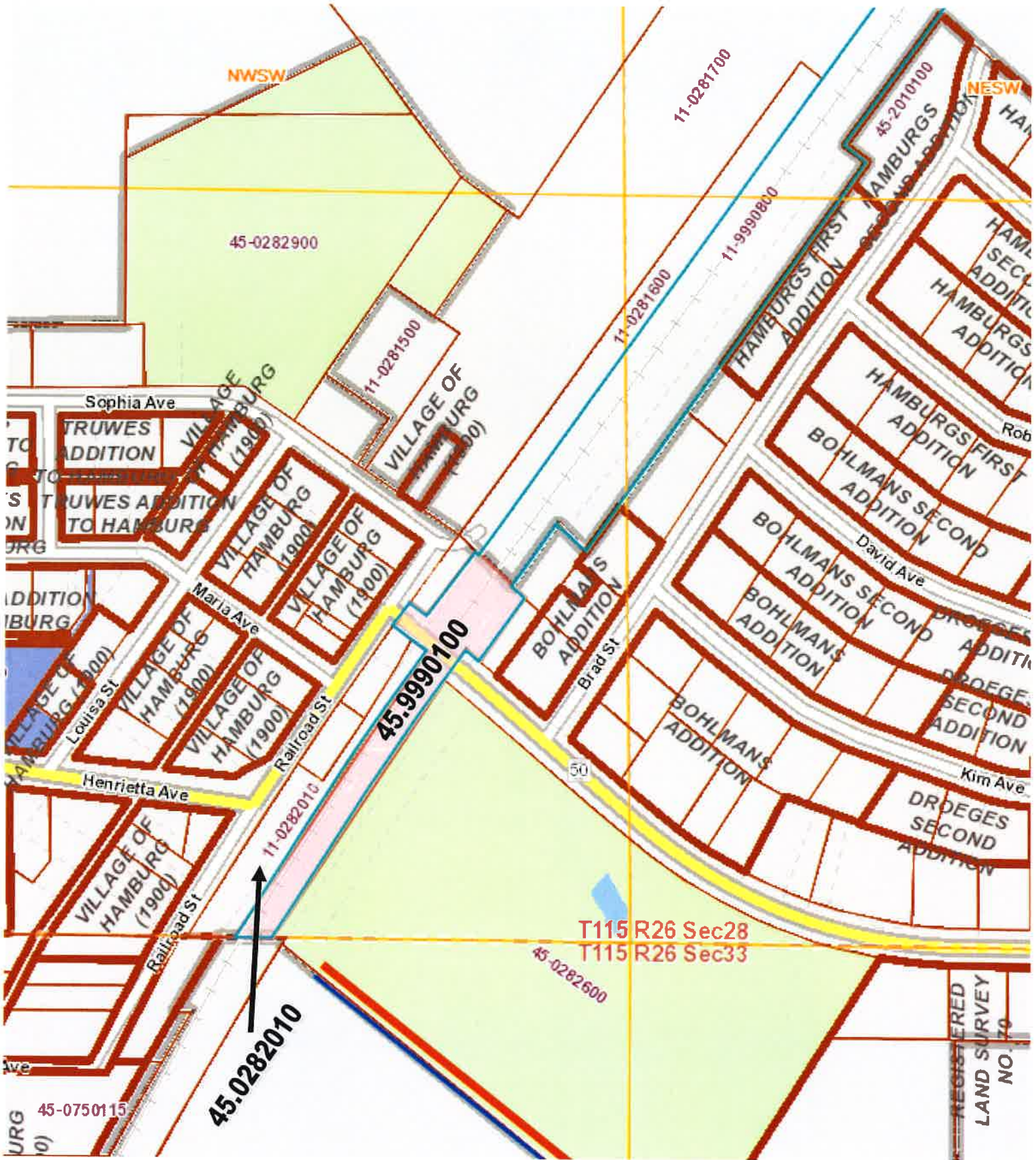


CITY OF HAMBURG
CTF NO. 9810

DITCH BENEFIT ST DITCH # 3-A
ACRES \$ 1040.00

HAMBURG
(DRY)

Combined
45-0282600
for Pay 2007



45-0282900

45.9990100

45.0282010

T115 R26 Sec28
T115 R26 Sec33

REGISTERED
LAND SURVEY
NO. 70

BALLPARK USE AGREEMENT

THIS BALLPARK USE AGREEMENT (the “**Agreement**”) is dated May 11, 2021 and is between the City of Hamburg, a Minnesota municipal corporation (the “**City**”), and the Hamburg Baseball Club, Inc., a Minnesota nonprofit corporation (the “**HBC**”) (collectively, the “**Parties**”).

RECITALS

- A. The City owns that certain real property legally described on attached Exhibit A (the “**Ballpark**”) comprised of three tax parcels and commonly referred to as 401 Sophia Avenue in Hamburg, MN.
- B. The City and the HBC recognize that the HBC has historically used and maintained the Ballpark with approval from the City.
- C. The City desires to grant the HBC certain rights to use the Ballpark subject to the rights and obligations set forth in this Agreement.
- D. The HBC desires to use and maintain the Ballpark subject to the rights and obligations set forth in this Agreement.

TERMS

The City and the HBC agree as follows:

1. **Definitions.** In addition to the terms defined above and elsewhere in this Agreement, the following definitions shall apply:

1.1. “**Concession Stands**” means the portions of the Ballpark designated by the HBC, from time to time, as areas where food, beverages, clothing or souvenirs may be sold.

1.2. “**Term**” means the period of time commencing May 11, 2021 (the “**Commencement Date**”) and expiring March 31, 2022, unless terminated by the Parties pursuant to the provisions of this Agreement. Thereafter, this Agreement will automatically renew for a one-year period beginning on April 1, 2022 and ending on March 31, 2023 and this Agreement will thereafter renew annually unless terminated by the Parties pursuant to the provisions of this Agreement.

2. **Use by the HBC.** During the Term of this Agreement, the HBC shall have the non-exclusive right to use the Ballpark at all times when it is not being used by other events scheduled through the City. The HBC’s non-exclusive use is subject to the requirements set forth in this Agreement, including the following:

2.1. **Utilities, Services, Maintenance, and Repairs.** Utilities and services shall be provided to the Ballpark by the HBC. Further, the Ballpark shall be maintained and repaired in conformance with Exhibit C

2.2. **Assignment and Subletting.** The HBC agrees not to sell, assign, mortgage, pledge, or in any manner transfer its right to possession or use of the Ballpark, or any interest therein, and not to sublet the Ballpark or any parts thereof without the previous written consent of the City.

2.3. **Entrance Fees.** The HBC may collect and keep entrance fees for all games and events the HBC holds at the Ballpark.

2.4. **Concessions.** The HBC may use the Concession Stands to sell food, beverages, clothing, and souvenirs. The HBC may keep the proceeds from all such sales. All such sales shall be in full compliance with all applicable federal, state and city licensing requirements.

2.5. **Trophy Cases, Banner Flags and Plaques.** The HBC may place trophy cases, banner flags, plaques, or similar items anywhere in the Ballpark. All such items shall comply with City sign ordinance requirements to the extent such ordinances apply.

2.6. **Name of Field.** The Ballpark is currently known as "Hamburg Baseball Field" and it shall continue to be known by such name during the Term of this Agreement. The HBC shall have the right to install and maintain, at its expense, no more than two signs at the Ballpark with this name. The design, size, and location of any such sign shall be subject to the prior, written approval of the City, which approval shall not be unreasonably withheld. Further, any such sign shall conform to City sign ordinance requirements.

2.7. **Payment.** As partial consideration for the use rights set forth above, the HBC also agrees to pay the City \$1.00 due upon the first day of the Term.

2.8. **Compliance.** The HBC shall use the Ballpark in a manner that is, at all times, in full compliance with all applicable laws, regulations, and ordinances.

2.9. **Scope of Liability.** The HBC shall be liable for any injury, claim, damage, harm, or similar incident caused by its use of the Ballpark. The HBC shall not be liable for any injury, claim, damage, harm, or similar incident that is not caused by its use of the Ballpark.

3. **Duration.**

3.1. **General.** This Agreement is valid for the Term, as defined in Section 1.2, unless sooner terminated pursuant to this Agreement.

3.2. **Termination for Cause.** This Agreement may be terminated for cause as described in this Agreement.

4. **Alterations, Additions, and Improvements.** The HBC shall not make or allow any alterations, additions, or improvements to the Ballpark without the City's prior approval by motion or resolution as appropriate.

5. **City's Access.** The City shall have the right to enter and remain on and upon the premises of the Ballpark at all times for any purpose, provided the City shall not unreasonably interfere with any use rights granted by this Agreement.

6. **Rules and Regulations.** The City may, from time to time, adopt and modify rules and regulations governing the use of the Ballpark and any associated equipment, provided however, that such adoption or modification will not unreasonably interfere with any use rights granted by this Agreement. The City shall provide copies of such rules and regulations to the HBC and, upon receipt thereof, the HBC shall fully comply with such rules and regulations and cause its officers, employees, members, volunteers, guests, and invitees to fully comply with such rules and regulations.

7. **No Property Interest.** The rights granted to the HBC in this Agreement only grant revocable licenses to use the Ballpark as expressly described in this Agreement. No fee title interest nor other property interest has been conveyed to the HBC. The rights granted to the HBC under this Agreement shall not be expanded by implication.

8. **Representations and Warranties of the HBC.** The HBC represents and warrants that:

8.1. **Status.** The HBC is a nonprofit corporation duly organized and validly existing under the laws of the State of Minnesota and in good standing under the laws of the State of Minnesota. The HBC has all requisite power and authority, corporate or otherwise, to conduct its business, to own its properties, and to execute and deliver, and to perform all of its obligations under, this Agreement. The HBC's tax identification number is 41-1287810. The HBC will preserve and maintain its corporate existence during the Term of this Agreement.

8.2. **Authorization; No Conflict as to Law or Other Agreements.** The execution, delivery, and performance by the HBC of this Agreement has been duly authorized by all necessary corporate action and does not and will not: i) require any consent or approval of the HBC's members; ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any third-party; iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to the HBC or of the HBC's articles of incorporation or bylaws; or iv) result in a material breach of or constitute a material default under any agreement, lease, or instrument to which the HBC is a party or by which it or its properties may be bound or affected.

8.3. **Legal Agreements.** This Agreement constitutes the legal, valid, and binding obligation of the HBC, enforceable against the HBC in accordance with its terms.

8.4. **Litigation.** There are no actions, suits or proceedings pending or threatened against or affecting the HBC or its properties before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

8.5. **Taxes.** The HBC has filed all federal, state, and local tax returns, if any, that are required to be filed by the HBC. The HBC has paid or caused to be paid to the proper authorities when due all federal, state and local taxes, if any, required to be withheld or paid by the HBC.

8.6. **Place of Business; Name.** If the HBC changes its name or transfers its chief executive office or principal place of business, it will promptly give the City written notice of the change.

9. **Additional Representations and Warranties of HBC Regarding Tax Status.** The HBC represents and warrants to the City that:

9.1. The HBC is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), exempt from the payment of federal income taxes under Section 501(a) of the Code, and no revenues derived from its use of any portion of the Ballpark or related improvements will constitute “unrelated business income” within the meaning of Section 513(a) of the Code.

9.2. The HBC will, during the entire Term of this Agreement, maintain its existence i) as a nonprofit corporation under the laws of Minnesota; and ii) as an organization described in Section 501(c)(3) of the Code, exempt from the payment of federal income taxes under Section 501(a) of the Code (an “**Exempt Organization**”).

9.3. The HBC will make no use of the Ballpark for gambling, unless specifically approved by the City, or for the sale of alcoholic beverages for consumption off premises.

10. **Representations and Warranties of the City.** The City represents and warrants:

10.1. **Status.** The City is a municipal corporation existing under the laws of the State of Minnesota. The City has all requisite power and authority to conduct its business, to own its properties and to execute and deliver, and to perform all of its obligations under, this Agreement.

10.2. **Authorization; No Conflict as to Law or Other Agreements.** The execution, delivery, and performance by the City of this Agreement has been duly authorized by all necessary action and does not and will not: i) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any third-party; ii) violate any provision of any law, rule, or regulation or of any order, writ, injunction, or decree presently in effect having applicability to the City; or iii) result in a material breach of or constitute a material default under any agreement, lease, or instrument to which the City is a party or by which it or its properties may be bound or affected.

10.3. **Legal Agreements.** This Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms.

10.4. **Litigation.** There are no actions, suits, or proceedings pending or threatened against or affecting the City or its properties before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign that would materially affect the City’s obligations under this Agreement.

11. **Loss by Casualty.** If the Ballpark is damaged by casualty and the cost of restoration exceeds twenty-five percent (25%) of the then present market value of the Ballpark, or if the City

believes in good faith that the City will be unable to restore the Ballpark within one hundred eighty (180) days following a casualty, the City may terminate this Agreement by giving the HBC written notice of such termination within ninety (90) days of the date of the casualty. Any such termination shall be effective as of the date of the casualty. If this Agreement is not so terminated, the City shall promptly restore the Ballpark to as near the condition which existed immediately prior to such casualty as may be reasonably possible; provided, however, the City shall not be required to restore any improvements not made by the City. The City shall not be responsible to the HBC for any damages it may suffer by reason of the Ballpark being unavailable for their use during any period of restoration.

12. Default by the HBC.

12.1. Events of Default by the HBC. i) the HBC fails to pay any amount due pursuant to this Agreement within five (5) days after the date the same is due; or ii) the HBC fails to keep or perform any of the other terms, conditions or covenants of this Agreement, including Sections 8 or 9, and such failure continues for more than thirty (30) days after the City serves the HBC with notice of such failure, or within such reasonable time thereafter as may be necessary to cure such default, where such default is of such character as to reasonably require more than thirty (30) days to cure, then the HBC shall be deemed in default under this Agreement.

12.2. City Rights upon Default by the HBC. In the event the HBC is deemed in default under this Agreement, then the City, in addition to any other rights or remedies it may have at law or in equity, may either: i) terminate this Agreement as to the HBC upon written notice to the HBC given not less than five (5) days' prior to the effective date of such termination as stated in such notice, in which event the HBC's rights and obligations under this Agreement shall end on the date set forth in such notice (except for any provisions of this Agreement that expressly survive termination); or ii) without terminating this Agreement or any of the HBC's obligations hereunder, suspend the HBC's rights to use the Ballpark in every respect and dispossess the HBC and its assignees from the Ballpark, remove all property of the HBC and its assignees from the Ballpark and store the same in a public warehouse or elsewhere at the HBC's expense, all without becoming liable for any loss or damage occasioned thereby. The HBC agrees that any such suspension of the HBC's rights to use the Ballpark shall not be construed as an election on the City's part to terminate this Agreement; the right of termination, however, being continuously reserved by the City. The City shall not be deemed to have elected to terminate this Agreement unless the City provides the HBC with written notice of that election. If the City suspends the HBC's rights to use the Ballpark, the HBC shall remain fully liable under this Agreement to pay the remaining balance of any amounts due pursuant to this Agreement on or before the date due notwithstanding such suspension.

13. Default of City.

13.1. Event of Default. The City shall not be deemed to be in default under this Agreement until the HBC has given the City written notice specifying the nature of the default and the City does not cure such default within thirty (30) days after receipt

of such notice or within such reasonable time thereafter as may be necessary to cure such default, where such default is of such a character as to reasonably require more than thirty (30) days to cure.

13.2. **HBC's Rights Upon Default.** In the event the City is in default under this Agreement, then the HBC may, at its option: i) elect to cure the default by the City at its own expense; or ii) seek any remedy, at law or in equity, including specific performance.

14. **Limitation of Liability.** Notwithstanding any provision herein to the contrary, the HBC agrees that if the City is in default under this Agreement, it shall look solely to the interests of the City in the Ballpark for recovery. Further, the elected officials, officers, employees, and volunteers of the City shall not have personal liability for any such default and the HBC and all persons claiming by, through, or under it, hereby expressly waive and release such personal liability. Notwithstanding any provision herein to the contrary, the City agrees that if the HBC is in default under this Agreement, the City shall look solely to the assets of HBC for recovery. The members, directors, officers, employees, and volunteers of the HBC shall not have personal liability for any such default and the City and all persons claiming by, through, or under the City hereby expressly waive and release such personal liability.

15. **Insurance, Indemnification; Waiver of Subrogation and Assumption of Risks.**

15.1. **City's Insurance.** Throughout the Term of this Agreement, the City shall maintain, at its expense:

15.1.1. Special forms peril property insurance covering the Ballpark's buildings and improvements, exclusive of trade fixtures and personal property of the HBC, in such amounts as the City deems prudent; and

15.1.2. Commercial general liability insurance, naming the HBC as an additional insured, with liability limits then in accordance with those set forth in Minnesota Statutes §466.04, as amended.

15.2. **HBC's Insurance.** Throughout the Term of this Agreement, the HBC shall maintain, at its expense:

15.2.1. Commercial general liability insurance, naming the City as an additional insured. Such insurance shall be primary coverage, with policy limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, applying to bodily and personal injury, which limits may be satisfied by a basic commercial liability policy or such a policy in combination with umbrella or excess policies;

15.2.2. Property insurance covering the full replacement value of the HBC's trade fixtures and personal property at the Ballpark, if any; and

15.2.3. Worker's compensation insurance if required by Minnesota law.

15.3. **Certificates.** Within twenty (20) days of the date this Agreement is fully executed and annually thereafter, the Parties shall deliver to each other certificates of insurance or copies of policies of insurance showing the above-described coverage to be

in effect with premiums fully paid. The certificates or policies of insurance for the HBC shall provide that the City shall be notified in writing thirty (30) days prior to any cancellation of, material change in, or failure to renew such insurance. The HBC shall cause its policies to be endorsed to require such notification, thereby binding their insurers to provide the same.

15.4. **HBC's Failure to Obtain Insurance; Escalation.** If the HBC fails to obtain the insurance called for in Section 15, as required by this Agreement, the City may obtain such insurance at the expense of the HBC. The amounts of coverage for any insurance required to be maintained by the HBC under this Agreement may be adjusted by the City at the conclusion of each three (3) year period during the Term to an amount that is commercially reasonable and is customarily maintained by users/tenants in comparable properties in the Minneapolis-St. Paul metropolitan area. The City shall provide the HBC with written notice of any such adjustment.

15.5. **No Actions Allowed that Will Increase Premiums.** The HBC agrees not to maintain or store, without City approval, any material in or about the Ballpark that would in any way impair or invalidate any of the insurance required to be maintained by the Parties. If the HBC uses the Ballpark so as to cause an increase in the cost of insurance on the Ballpark, it shall be responsible for paying any such increase.

15.6. **Waiver of Subrogation.** The City and the HBC hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance carried by the HBC or the City, or insurable under the Minnesota standard form of "special forms peril" or extended coverage building and personal property insurance policy form, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Under no circumstances shall the City be liable to the HBC for any damage occasioned by bursting, stopping, leaking, or running of any systems, facilities, or pipes in or about the Ballpark, and the HBC agrees that all personal property and trade fixtures kept at the Ballpark shall be kept at the sole risk of the party that owns or leases said personal property and trade fixtures. The HBC shall obtain appropriate insurance coverage for any such loss.

15.7. **Indemnification.**

15.7.1. Subject to municipal tort liability limits (Minnesota Statutes §466.04, as amended) and subject to any immunity applicable to the City, the City agrees to indemnify, hold harmless, and defend the HBC (together with its elected officials, directors, officers, employees, and volunteers) against any claims, actions, liabilities and damages of every kind and nature, and against all costs and expenses, including attorneys' fees (collectively the "**City Liabilities**"), arising out of any occurrence i) occasioned wholly or in part by the use of the Ballpark by the City; ii) related to the City's default of this Agreement; or iii) from any negligent act, negligent failure to act or willful misconduct of the City, its elected officials, officers, employees, or volunteers; except, in any such case, to

the extent resulting from the negligence or willful misconduct of the HBC or their elected officials, directors, officers, employees, or volunteers. The obligations of the City set forth in this Section 15.7.1 shall survive the expiration or earlier termination of this Agreement.

15.7.2. The HBC agrees to indemnify, hold harmless, and defend the City (together with its elected officials, officers, employees, and volunteers) against any claims, actions, liabilities and damages of every kind and nature, and against all costs and expenses, including attorneys' fees (cumulatively the "**HBC Liabilities**"), arising out of any occurrence i) occasioned wholly or in part by the use of the Ballpark by the HBC; ii) related to the HBC's default of this Agreement; or iii) from any negligent act, negligent failure to act or willful misconduct of the HBC, its members, directors, officers, employees, or volunteers; except, in any such case, to the extent resulting from the negligence or willful misconduct of the City or its elected officials, officers, employees, or volunteers. The obligations of the HBC set forth in this Section 15.7.2 shall survive the expiration or earlier termination of this Agreement.

16. **No Representations except as Expressly Provided in this Agreement.** Neither the City, nor any agent nor any employee of the City has made any representations or promises with respect to the Ballpark except as expressly set forth in this Agreement. No rights, privileges, easements, or licenses are acquired by the HBC except as herein expressly set forth in this Agreement. No materials provided by the City shall constitute a warranty or agreement as to the configuration of the Ballpark. Except as expressly provided to the contrary in this Agreement, the HBC agrees it is using the Ballpark on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon its own judgment, and it hereby disclaims any reliance upon any statement or representation whatsoever made by the City. The City makes no warranty with respect to the Ballpark or the equipment used in connection therewith, express or implied. The City specifically disclaims any warranty of merchantability and of fitness for a particular purpose and any liability for consequential, special, or punitive damages arising out of the use of or the inability to use the Ballpark or any part thereof.

17. **Surrender.** Upon the expiration or earlier termination of the Term of this Agreement, the HBC shall: i) peaceably surrender the Ballpark in good order, condition, and repair, reasonable wear and tear excepted; ii) immediately remove all personal property, if any, from the Ballpark at its own expense; and iii) surrender all keys and access codes to the City. Any HBC trade fixtures and personal property not removed shall immediately be deemed abandoned, and the HBC shall be liable to the City for all costs of removal of its property, which liability shall survive the expiration or earlier termination of this Agreement.

18. **Notices.** All communications, demands, or notices permitted or required by this Agreement shall be in writing and shall be addressed to the Parties as follows:

As to City of Hamburg:

City of Hamburg
Attention: City Clerk-Treasurer

P.O. Box 248
Hamburg, MN 55339

As to Hamburg Baseball Club:

Hamburg Baseball Club
Attention: President
Richard Schug
305 Lincoln St.
Norwood Young America, MN 55397

Each such communication, demand, or notice shall be delivered: i) in person; ii) via delivery service (e.g. FedEx or UPS) with proof of delivery; or iii) via certified United States mail, return receipt requested. Further, a communication, demand, or notice shall be deemed given on the day it is actually received or rejected by a party. The City or HBC may change its address by giving notice to the other party stating its new address. Commencing on the tenth (10th) day after any such notice of address change is given, the address stated in the notice shall be such party's address for the purposes of this Section 18.

19. Miscellaneous.

19.1. Entire Agreement. All preliminary negotiations are merged into and incorporated in this Agreement. This Agreement can only be modified or amended by another written agreement signed by the Parties.

19.2. Construction of Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement and no presumption or burden of proof shall arise favoring or disfavoring either the City or the HBC. The word "including" shall mean including without limitation. Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders. The Parties intend each representation, warranty, and covenant contained in this Agreement to have independent significance. The captions used in this Agreement are for convenience only and do not constitute terms of this Agreement. Each provision of this Agreement is intended to be severable. If any provision is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of this Agreement.

19.3. Law. This Agreement is governed by and shall be construed according to Minnesota law, exclusive of choice of law rules.

19.4. No Agency, Partnership or Joint Venture. This Agreement does not create any partnership, joint venture, association, or principal and agent relationship between the Parties.

19.5. Successors and Assigns. Subject to Section 2.2, this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties to this Agreement.

19.6. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

19.7. **No Waiver.** No waiver shall be implied from any failure to take action regarding a default. Any waiver shall be in writing and shall only apply to the default specifically described in such writing. No waiver by either party of performance by the other party shall be considered a continuing waiver nor shall it preclude a party from exercising its rights in the event of a subsequent default.

19.8. **Time.** All references in this Agreement to “days” shall mean calendar days unless expressly referred to as “business days.” If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday. Time is of the essence.

19.9. **Late Fees.** If any amount under this Agreement is not paid within five (5) days after the same becomes due and payable a onetime late charge in the amount of One Hundred Dollars (\$100) shall become immediately due and payable to the City to compensate for administrative costs.

19.10. **Exhibits and Recitals.** The exhibits attached to this Agreement and the provisions contained in such exhibits are incorporated by reference as terms of the Agreement. Further, the provisions contained in the introductory paragraph and any recitals of this Agreement are also incorporated as terms of the Agreement.

19.11. **Recording.** This Agreement shall not be recorded unless the City has consented, in writing, to the recording of this Agreement.

19.12. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and together which shall constitute one and the same document. Signatures transmitted by fax, email or other electronic means shall be deemed binding, delivered and enforceable.

19.13. **Agreement Only Effective upon Full Execution.** Submission of this document for examination does not constitute an offer or option regarding the Ballpark or any portion thereof. This Agreement shall become effective only upon full execution and delivery by the City and the HBC.

IN WITNESS THEREOF, the Parties have entered into this Agreement effective as of the date and year in section 1.2.

[Signature pages follow.]

SIGNATURE PAGE TO BALLPARK USE AGREEMENT

CITY OF Hamburg, MINNESOTA

By: _____
Chris Lund

Its: Mayor

By: _____
Jeremy Gruenhagen

Its: City Clerk-Treasurer

SIGNATURE PAGE TO BALLPARK USE AGREEMENT

HAMBURG BASEBALL CLUB, INC.

By: _____
Richard Schug

Its: President

Exhibit A

Legal Description of Ballpark

The Ballpark is the collection of tracts delineated by tax ID parcels 45-0282900, 11-0280210, and 45-0283700, which are legally described as follows:

Exhibit B
Diagram of Ballpark



Exhibit C
Operation, Maintenance, Repair, and Improvement

During the Term of the Agreement, the HBC shall pay all costs associated with the operation, maintenance, repair, and improvements of the Ballpark. The intent of the Parties is that the HBC shall be responsible for all of the costs associated with the Ballpark during the Term of this Agreement and that the City shall be responsible for none of the costs. As such, during the Term of this Agreement the HBC shall, at its expense:

- Maintain the Ballpark in a clean, safe, and sanitary condition and pay all janitorial expenses associated therewith;
- Coordinate refuse removal with the City;
- Provide electricity, gas, water, and sewer to the Ballpark;
- Provide lighting for night games;
- Mow and fertilize all turf;
- Rake and level all gravel;
- Keep all portions of the Ballpark in good condition and repair;
- Replace, as reasonably necessary, any elements of the Ballpark that break or wear out during the Term of the Agreement; and
- At all times maintain the baseball field, turf, and ancillary elements so as to have safe playing conditions.