



**HAMBURG CITY COUNCIL AGENDA**  
**MAY 14, 2019**

1. **Call Public Hearing to Order at 7:00 PM**
  - **Ordinance Number 161 (Mediacom Franchise Agreement)**
2. **Close Public Hearing**
3. **City Council Meeting to Order**
  - **Pledge of Allegiance**
4. **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.)*
5. **Agenda Review (Added Items) and Adoption**
6. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Approve Minutes for April 23, 2019**
  - **Approve Added Payment of April 2019 Claims (\$13,436.35)**
  - **Approve Payment of May Claims List (\$24,186.77)**
  - **Approve Time-Off Request (Jeremy Gruenhagen)**
  - **Delinquent Utility Bills Report**
  - **Employee Project Lists**
7. **Hamburg Fire Department**
  - **Online Auction for Engine 12**
    - **Sell Ladders**
  - **HFD Application (Ray Bracht)**
  - **Remie Hall Rejoining HFD**
8. **Scott Qualle (MNSPECT)**
9. **Old City Business**
  - **Well 2A & 3 Repairs**
  - **George Street Development Project**
    - **Water/Sewer/Storm Water Permits**
    - **Construction Observation (RPR) Services**
  - **Water Tower (Update)**
    - **Architectural History Proposal (106 Group)**
  - **Public Nuisances (Letters)**
    - **451 Maria Avenue**



***HAMBURG CITY COUNCIL AGENDA***  
***MAY 14, 2019***

**10. New City Business**

- **City Website**
- **Animal Ordinance**
  - **Purchase Remaining Water Meters**
- **Post Issuance Compliance Policy**
- **Potential Refunding of Existing Bonds Memo**
- **Seal Coating (Sophia Ave, Central & Jacob St)**
- **Community Hall Improvements**
  - **Pavement North/East Side of Hall**
  - **Hall Steps**
  - **Benches/Cement Pads**

**11. City Council Reports**

- **Councilmember Jason Buckentin**
- **Councilmember Tim Tracy**
- **Councilmember Scott Feltmann**
- **Councilmember Eric Poppler**
- **Mayor Chris Lund**
  - **Canopy Hotel Tour**

**12. Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA  
MAY 14, 2019***

**COMMUNITY HALL & PARK ACTIVITIES**

**JUNE**

- 22 – Big Rib Jig (Park)**
- 29 – Community Hall Rental**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

**MAY**

- 4 – Community Center Rental**
- 6 – Hamburg Lions Board Meeting**
- 6 – HFD Training**
- 7 – Mayors In**
- 8 – Carver County Training Officers – 6:30 PM**
- 14 – Public Hearing (Ordinance 161) – 7:00 PM**
- 14 – Hamburg City Council Meeting**
- 14 – Young America Township Meeting**
- 20 – Hamburg Lions Club**
- 27 – Hamburg Fire Dept. (Relief Association) Meeting**

**JUNE**

- 1 – Community Center Rental**
- 2 – Community Center Rental**
- 3 – Hamburg Lions Board Meeting**
- 3 – HFD Training**
- 4 – Mayors In**
- 11 – Hamburg City Council Meeting**
- 11 – Young America Township Meeting**
- 15 – Community Center Rental**
- 17 – Hamburg Lions Club**
- 20 – Carver County Joint Ops Meeting**
- 22 – Community Center Rental**
- 24 – Hamburg Fire Dept. (Relief Association) Meeting**

NOTICE OF PUBLIC HEARING ON PROPOSED  
RENEWAL OF CABLE FRANCHISE AGREEMENT  
WITH MEDIACOM MINNESOTA, LLC, AND THE CITY OF HAMBURG

**NOTICE IS HEREBY GIVEN** that a hearing will be held before the City Council of the City of Hamburg, Minnesota, to consider the proposed renewal of the cable franchise agreement between the City of Hamburg and Mediacom Minnesota, LLC, pursuant to Minnesota Statutes, § 283.081. The proposed agreement can be viewed at Hamburg City Hall.

**NOTICE IS FURTHER GIVEN** that the hearing will be held in the Council Chambers of the Hamburg City Hall at 181 Broadway Ave. Hamburg, Minnesota, on Tuesday, May 14, 2019 at 7:00 p.m. at which time and place the City Council as required by law will consider the proposed franchise agreements and hear concerns from all present.

Dated this 2<sup>nd</sup> day of May, 2019

CITY OF HAMBURG:

By:   
Jeremy Gruenhagen, City Clerk/Treasurer

**CITY OF HAMBURG, CARVER COUNTY, MINNESOTA  
CABLE FRANCHISE ORDINANCE  
ORDINANCE NUMBER 161**

**AN ORDINANCE APPROVING FRANCHISE AGREEMENT WITH MEDIACOM  
COMMUNICATIONS FOR CABLE SYSTEM**

**THE CITY COUNCIL OF THE CITY OF HAMBURG, CARVER COUNTY, MINNESOTA,  
ORDAINS:**

**CABLE FRANCHISE AGREEMENT**

This Franchise Agreement (“Franchise”) is between the City of Hamburg, hereinafter referred to as “the Franchising Authority”, and Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as “the Grantee.”

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

**SECTION 1**  
**Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- C. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide

Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

- E. “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- F. “Franchise” means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. §546) issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other facilities to provide Cable Service or video programming.
- G. “Franchising Authority” means the City of Hamburg.
- H. “Grantee” means Mediacom Minnesota LLC, or the lawful successor, transferee, or assignee thereof.
- I. “Gross Revenues” means revenues received from the operation of the Cable System received by Grantee from Subscribers for Cable Services in the Service Area. Gross Revenues shall not include bad debt, franchise fees, the FCC User Fee or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- J. “Multichannel Video Program Distributor or MVPD” means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
- K. “Open Video Services or OVS” means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.
- L. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- M. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- N. “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- O. “Standard Installation” is defined as 125 feet from the nearest tap to the Subscriber’s terminal.

P. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

## **SECTION 2** **Grant of Franchise**

**2.1 Qualifications Reviewed.** The Franchising Authority considered and approved the Grantee's technical ability, financial condition and legal qualifications in a full public proceeding that afforded reasonable notice and a reasonable opportunity to be heard.

**2.2 Compliance with Minnesota Statutes.** This Franchise shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended.

**2.3 Nonexclusive Franchise.** This Franchise shall be nonexclusive. Grantee is authorized to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes. The Franchising Authority may grant additional franchises consistent with Minnesota Statutes Section 238.08, subdivision 1(b) and 47 U.S.C. § 541, as amended. The Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Franchise to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations.

**2.4 Conformance with State and Federal Laws and Rules.** The Franchising Authority and Grantee shall conform to state laws and rules regarding cable communications no later than one (1) year after they become effective, unless otherwise stated. The Franchising Authority and Grantee shall conform to federal laws and regulations regarding cable as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.

**SECTION 3**  
**Construction and Operation of Cable System**

**3.1 Compliance with Code.** Wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable local law. The Grantee must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the streets and public places of the franchise area or endanger the life or property of any person.

**3.2 Permits.** Pursuant to applicable local law, the Grantee shall obtain a permit from the proper municipal authority before commencing construction on its cable communications system, including the opening or disturbance of a street, sidewalk, driveway, or public place. In the event that Grantee fails to meet the conditions of such a permit, the Franchising Authority may seek remedies under this Franchise.

**3.3 Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

**3.4 Procedure for Relocation or Removal for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

**3.5 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

**3.6 No Relief from Liability.** Nothing contained in the Franchise shall be construed to relieve a person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.



**3.7 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim any trees upon and overhanging the Public Ways of the Franchising Authority so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

**3.8 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.

**3.9 Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

**3.10 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

**3.11 Required Extensions of the Cable System.** Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

**3.12 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.13 Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.14 Emergency Alert.** Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

**3.15 Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.16 Abandonment.** No person operating a cable communications system, notwithstanding any provision in a franchise, may abandon a cable communications system or a portion of it without having given three months prior written notice to the franchising authority. No person operating a cable communications system may abandon a cable communications system or a portion of it without compensating the Franchising Authority for damages resulting to it from the abandonment.

**3.17 Compliance with FCC Technical Standards.** The Grantee shall comply with the technical standards for Cable Systems provided in 47 C.F.R. §§ 76.601-76.617, which regulations are incorporated herein by reference as if fully set forth herein. The results of tests required by the FCC must be filed within ten (10) days of the conduct of the tests with the Franchising Authority. The Franchising Authority shall pay for the cost of any special testing requested by the Franchising Authority to determine if the Cable System is in compliance with these technical standards, unless such testing demonstrates non-compliance in which case Grantee shall pay.

**3.18 Public Inspection.** Upon request, the Grantee shall make available for public inspection at the Franchising Authority's main office: (1) the length and terms of residential subscriber contracts; (2) the current subscriber charges; and (3) the procedure by which subscriber charges are established.

**3.19 Subscriber Privacy.** No signals of class IV cable communications channel may be transmitted from a subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber. The request for permission must be contained in a separate document with a prominent statement that the subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the subscriber. No penalty may be invoked for a subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.

A. No information or data obtained by monitoring transmission of a signal from a subscriber terminal, including but not limited to lists of the names and addresses of the subscribers or lists that identify the viewing habits of subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the subscriber who is the subject of that information, unless the company has received specific written authorization from the subscriber to make the data available or unless said information is ordered by a court or subpoenaed;

B. Written permission from the subscriber must not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to clause A;

C. For purposes of this provision, a "class IV cable communications channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the communications system.

**3.20 Complaint Resolution Procedure.** Grantee shall comply with the customer service standards promulgated by the FCC under 47 C.F.R. § 76.309.

**3.21 Receipt of Complaints.** Grantee shall provide a toll-free or collect telephone number for the reception of complaints to all subscribers and shall maintain a repair service cable of responding to subscriber complaints or requests for service within 24 hours after receipt of the complaint or request.

**3.22 Access Channels.** The Grantee shall provide to each of its subscribers who receive Cable Service offered on the system, reception on at least one specially designated access channel. Grantee shall establish rules for the administration of the specially designated access channel, unless such channel is administered by a municipality. Grantee shall make readily available for public use at least the minimal equipment necessary for the production of programming and playback of prerecorded programs for the access channel.

**3.23 Regional Channel 6.** The VHF Channel 6 is designated for uniform regional channel usage as required in Minnesota Statutes § 238.43.

**SECTION 4**  
**Regulation by the Franchising Authority**

**4.1 Franchise Fee.**

A. The Grantee shall pay to the Franchising Authority a franchise fee of three percent (3%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within 30 days. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee is due to the Franchising Authority.

**4.2 Audit.** The Franchising Authority shall have the right to audit the Grantee's accounting and financial records required to calculate the Franchising Authority's franchise fees upon reasonable notice; provided, however, that any such inspection shall take place within six (6) years from the date the Franchising Authority receives the payment, after which period any such payment shall be considered final. The Grantee shall file annual reports with the Franchising Authority detailing gross subscriber revenues and other information the Franchising Authority deems appropriate.

**4.2 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

**4.3 Renewal of Franchise.**

A. Any subsequent renewal term of the Franchise shall be limited to not more than 15 years each. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the renewal provisions of federal law.

B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.5 Franchise Transfer.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Pursuant to Minnesota Statutes section 238.084, Subd. 1(y), if the Franchise is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System.

## **SECTION 5** **Books and Records**

The Grantee agrees that the Franchising Authority, upon reasonable written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential to the extent that such information qualifies for protection from public disclosure under Minnesota law and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the

provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## **SECTION 6** **Insurance and Indemnification**

**6.1 Indemnification.** The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees (collectively the "Indemnitees") from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System in the Service Area provided that the Franchising Authority shall give Grantee written notice of its obligation to indemnify the Franchising Authority within a reasonable time of receipt of a claim or action pursuant to this subsection.

Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting solely from the willful misconduct or negligence of the Franchising Authority, its officers, agents or employees.

**6.2 Insurance.** As a part of the indemnification provided in Section 6.1, but without limiting the foregoing, Grantee shall file with its acceptance, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of the Franchising Authority, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured the Franchising Authority, its officers, agents and employees. The policies of insurance shall be in the sum of not less than Five Hundred Thousand Dollars (\$500,000) for personal injury or death of any one Person, and One Million, Five Hundred Thousand Dollars (\$1,500,000) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000) for property damage to any one Person and One Million, Five Hundred Thousand Dollars (\$1,500,000) for property damage resulting from any one act or occurrence. B. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days advance written notice have been provided to the Franchising Authority.

**6.3 Security.** The Grantee at the time the Franchise becomes effective and thereafter until the Grantee has liquidated all of its obligation with the Franchising Authority, shall furnish a performance bond, certificate of deposit, or other type of instrument approved by the Franchising Authority in the amount of \$10,000, which the Franchising Authority deems to be adequate compensation for damages resulting from the Grantee's nonperformance. The Franchising Authority may, from year to year and in its sole discretion, reduce the amount of the performance bond or instrument.

**SECTION 7**  
**Enforcement and Termination of Franchise**

**7.1 Franchise Termination.** The Franchising Authority has the right to terminate and cancel the Franchise and the rights and privileges of the Franchise if the Grantee substantially violates a provision of the Franchise ordinance or agreement, attempts to evade the provisions of the Franchise ordinance or agreement, or practices fraud or deceit upon the Franchising Authority. The Franchising Authority shall provide the Grantee with a written notice of the cause for termination and its intention to terminate the Franchise and shall allow the Grantee a minimum of 30 days after service of the notice in which to correct the violation. The Grantee must be provided with an opportunity to be heard at a public hearing before the governing body of the Franchising Authority before the termination of the franchise.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance; (B) to cure such default; or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action at law for monetary damages or seek other equitable relief; or
- B. Revoke the Franchise in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its decision to revoke the Franchise. The notice shall set forth the exact nature of the material default of the Franchise.

The Grantee may appeal such determination of the Franchising Authority to an appropriate court. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Grantee's receipt of the written notice from the Franchising Authority revoking the Franchise.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

**7.7 Removal of Facilities.** Upon termination or forfeiture of the Franchise, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the franchise area if the Franchising Authority so requests. In the event the Grantee fails to remove its cable, wires, and appliances from the streets, alleys, and other public places within the franchise area, the Grantee will be subject to the procedures of applicable local law.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Reservation of Rights.** Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

**8.4 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.



The notices or responses to the Franchising Authority shall be addressed as follows:

City of Hamburg  
Attn: City Clerk  
181 Broadway Ave.  
Hamburg, MN 55339

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Minnesota LLC  
Attn: Legal Department  
One Mediacom Way  
Mediacom Park, NY 10918

With a copy to:

Mediacom Minnesota LLC  
Attn: Regional Vice President  
1504 2<sup>nd</sup> Street SE  
Waseca, MN 56093

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.5 Franchise Administration.** The City Clerk or such other person as may be from time to time designated by the Franchising Authority shall be responsible for the continuing administration of this Franchise.

**8.6 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.7 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.8 Franchise Term and Effective Date.** The Effective Date of this Franchise is April 9, 2019. The parties agree that, during the time between final execution of this Franchise and the Effective Date, the terms and conditions of the previous franchise agreement will govern. This Franchise shall be for a term of fifteen (15) years from such Effective Date and shall expire on May 14, 2034.

Considered and approved this 14<sup>th</sup> day of May, 2019.

**City of Hamburg**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Mediacom Minnesota LLC**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**HAMBURG CITY COUNCIL AGENDA**  
**APRIL 23, 2019**

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 p.m. Those in attendance were Council Members Scott Feltmann, Eric Poppler, Tim Tracy and Jason Buckentin. City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Scott Anderson and residents Gene & Diane Stier.

**Public Comment** - none

**Agenda Review (Added Items) and Adoption**

**MOTION: Councilman Tim Tracy moved to adopt the Agenda. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.**

**Consent Agenda**

- Approve Minutes for April 9, 2019
- Approve Added Payment of April 2019 Claims (\$)
- Delinquent Utility Bills Report
- Employee Project Lists
- NYA Beyond The Yellow Ribbon Campaign

**MOTION: Councilman Jason Buckentin moved to adopt the Consent Agenda. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.**

**Old City Business**

- George Street Development Project
  - Building Permit Fees (WAC/SAC Charges)
    - Waiting on final plat and paperwork for land acquisition.
- Water Tower (Update)
  - Architectural History Proposal (106 Group)
    - A representative from the 106 Group came out and took pictures. Should see the final report sometime next week.
    - Department of Health approved the 75,000 gallon water tower which satisfies PFA for funding.



**HAMBURG CITY COUNCIL AGENDA**  
**APRIL 23, 2019**

- Public Nuisances (625 Kim Avenue/451 Maria Ave)
  - 625 Kim Avenue – the interior of the home was inspected by Carver County Public Health Department and deemed sufficient. Next steps are to bring in an exterminator.

**MOTION: Councilman Tim Tracy moved to use Francis Pest Control at a rate of \$300 which is guaranteed for 6 months. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.**

- 451 Maria Avenue – will be looking at declaring a public nuisance at the May 14<sup>th</sup> Council Meeting if not cleaned up by May 13<sup>th</sup>.
- Storage Container (400 Railroad Street)

**MOTION: Councilman Tim Tracy moved to declare 400 Railroad Street as a nuisance and file with the Carver County District Court. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.**

**Hamburg Fire Department**

- Online Auction for Engine 12
  - Sell Ladders
    - Per City Clerk Jeremy Gruenhagen, we need to advertise for bids in the newspaper.
- Purchase Autopulse/Lucas Device for CPR
  - Mayor Lund requested that all alternative payment options be brought to Council for review.

**New City Business**

- Auto Read Update for Water Meters
  - Purchase Remaining Water Meters

**MOTION: Councilman Scott Feltmann moved to purchase additional meters for \$5,890.00 and to Amend the 2019 Sewer Budget adding \$6,000 into Equipment & Improvements, increasing it to \$8,500. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Council Members were present.**

- Personnel Committee (2019 Items)
  - City Clerk Jeremy Gruenhagen will email the City Ordinances to each Council Member for review. Please bring any questions and change ideas to the Personnel Committee.



***HAMBURG CITY COUNCIL AGENDA***  
***APRIL 23, 2019***

**City Council Reports**

Councilmember Scott Feltmann:

- Concerns have been raised regarding the safety of the brick structure on the old city hall building and the potential for falling bricks injuring sidewalk users.
  - City Clerk Jeremy Gruenhagen will call MNSPECT.

Mayor Chris Lund:

- Will be attending the Mayor's Banquet in Stillwater this weekend.
- The Spring Newsletter will be going out next week.

**MOTION: Councilman Jason Buckentin moved to adjourn the City Council Meeting at 7:38 p.m. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.**

Submitted by:  
Tamara Bracht  
Deputy Clerk

2019 April Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - March 2019	\$3,360.52	4/9/2019
ACH	PERA	Divided	PERA Withholding - March 2019	\$546.64	4/9/2019
ACH	PERA	Divided	PERA Withholding - February 2019	\$766.19	5/14/2019
ACH	PERA	Divided	PERA Withholding - March 2019	\$392.28	5/14/2019
ACH	PERA	Divided	PERA Withholding - March 2019	\$397.92	5/14/2019
ACH	PERA	Divided	PERA Withholding - March 2019	\$728.19	5/14/2019
ACH	PERA	Divided	PERA Withholding - March 2019	\$430.51	5/14/2019
ACH	MN Dept of Revenue	Divided	Sales Tax for 1st Qtr 2019	\$82.00	5/14/2019
ACH	MN Dept. of Revenue	Divided	March 2019 State Withholding Tax Payment	\$618.00	4/9/2019
ACH	HealthPartners	Divided	Health Insurance for April 2019	\$3,580.06	4/9/2019
ACH	Google	General Gov't	Email Account Service for March 2019	\$80.00	4/9/2019
ACH	Optum Bank	General Gov't	City HSA Contribution for 1st Qtr 2019 (Jeremy & Greg)	\$1,250.00	4/23/2019
ACH	Kwik Trip	Divided	Gas for City and FD Vehicles	\$93.94	4/23/2019
ACH	Jeremy Gruenhagen	Divided	April Wages	\$1,881.72	5/14/2019
ACH	Greg Schultz	Divided	Wages 3/25/19 to 4/07/19	\$1,646.35	5/14/2019
ACH	Tamara Bracht	Divided	Wages 3/25/19 to 4/07/19	\$659.70	5/14/2019
ACH	Jeremy Gruenhagen	Divided	April Wages	\$1,914.65	5/14/2019
ACH	Jeremy Gruenhagen	Divided	May Wages	\$1,914.65	5/14/2019
ACH	Greg Schultz	Divided	Wages 4/08/19 to 4/21/19	\$1,669.90	5/14/2019
ACH	Tamara Bracht	Divided	Wages 4/08/19 to 4/21/19	\$725.18	5/14/2019
Debit Card	Verizon Wireless	General Gov't	Cell Phone Payments	\$107.36	4/9/2019
Debit Card	Amazon	General Gov't	Otterbox Cell Phone Case for City Cell	\$35.99	4/23/2019
Debit Card	Lano Equipment	Park & Rec.	Ball Field Groomer Parts	\$1,036.32	4/23/2019
Debit Card	Amazon	General Gov't	Ink Cartridges for Canon and HP Countertop Printers	\$73.94	4/23/2019
Debit Card	USPS	Water	Water Sample from Well2A Sent for Testing Priority Mail	\$29.99	5/14/2019
Debit Card	Amazon	General Fund	Office Supplies (USB Cables)	\$6.99	5/14/2019
Debit Card	Amazon	General Gov't	Extendable Towing Manual Mirrors for Chevy 1 Ton	\$69.98	5/14/2019
Debit Card	Amazon	General Fund	Astrobright Colored Cardstock (Solar Yellow)	\$16.15	5/14/2019
Debit Card	Amazon	General Fund	Office Supplies (Allegra)	\$9.41	5/14/2019
Debit Card	Amazon	General Fund	Office Supplies (Hand Sanitizer, Black Ink Cartridges, Mouse, E	\$94.59	5/14/2019
19556	Canon Financial Services, Inc.	General Gov't	Canon Copier Government Contract for March	\$33.13	4/9/2019
19557	CenturyLink	Divided	Phone Service for Hall/WTP	\$184.69	4/9/2019
19558	Core & Main	Water	18 Touch Pads, 15 IPERL's 34 510M S/Point's	\$6,550.00	4/9/2019
19559	Floyd Total Security	Water	Base Alarm Monitoring for WTP 4-24-19 to 7-23-19	\$92.07	4/9/2019
19560	Galls, LLC	Public Safety (FD)	Uniform Badges	\$109.46	4/9/2019
19561	Jared Mackenthun	Public Safety (FD)	Reimbursement for C and D Size Batteries	\$34.32	4/9/2019
19562	Menards	Divided	Dawn Dish Soap, Light Bulbs, Ice Melt, 3 Piece Plier Set, Sewe	\$199.92	4/9/2019
19563	MN Dept. of Health	Water	Hamburg Water Main Extension - George Street Project	\$150.00	4/9/2019
19564	MN Pollution Control Agency	Sewer	Sanitary Sewer Extension Permit Application Fee	\$310.00	4/9/2019
19565	Municipal Emergency Services	Public Safety (FD)	Turnout Gear and Boots for Aaron Prim, 6 SCBA Bottles	\$9,116.56	4/9/2019
19566	MVTL Labs, Inc.	Sewer	Lab Fee's for Quarterly Influent Samples 3-20-19	\$79.50	4/9/2019
19567	Office of Administrative Hearings	General Gov't	Annexation Fee for Stuewe/Buckentin Properties	\$50.00	4/9/2019
19568	Quill	Divided	Office Supplies, 1 Roll of Caution Tape	\$50.56	4/9/2019
19569	S.E.H. Inc.	Divided	2018 Railroad/Scheele Street Imp Project, Water Tower & Main	\$35,654.50	4/9/2019
19570	UFC	Public Safety (FD)	Chainsaw Repairs	\$118.44	4/9/2019
19571	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for March 2019	\$540.00	4/9/2019
19572	Xcel Energy Inc.	Divided	Electricity/Natural Gas Services	\$1,485.21	4/9/2019
19573	YA Township	General Gov't	Annexation Fee for Stuewe/Buckentin Properties	\$25.00	4/9/2019
19574	Bound Tree Medical, LLC	Public Safety (FD)	6 i-gel Resus Packs in Adult Sizes S,M, and L	\$206.96	4/9/2019
19575	Carver County Attorneys Office	General Gov't	2019 1st QTR Fines Collected and Quarterly Surcharge	\$217.06	4/9/2019
19576	CarverLink/Jaguar	General Gov't	Telephone/Internet Services April 2019	\$110.58	4/9/2019
19577	Cintas	Hall	Cleaning Supplies	\$72.48	4/9/2019
19578	Gopher State One Call	Divided	5 March Locates	\$6.75	4/9/2019
19579	Loffler	General Gov't	March Copies	\$22.74	4/23/2019
19580	McLeod Publishing	Hall	2019 Wedding Section Advertisement in Sibley Shopper	\$85.77	4/9/2019
19581	Menards	Divided	Dawn Dish Soap, Paper Towels, Lightbulbs, Garbage Bags, Hi	\$112.53	4/23/2019
19582	MNSPECT, LLC	Public Safety (FD)	Residential Permit Fee for 440 RR (re-roof) and 188 Scheele (M	\$122.50	4/9/2019
19583	NAPA Auto Parts	Divided	Cable Ties, Parts for Exmark Lawnmower	\$72.90	4/9/2019
19584	Quill	General Gov't	Envelopes, Tab Dividers, Legal Sized Expandable Folders, Mo	\$107.12	4/9/2019
19585	Steven Buckentin	Public Safety (FD)	Air Supply Line for Backup E-11	\$182.77	4/23/2019
19586	Wm. Mueller & Sons	Divided	Fuel for City Vehicles & Bobcat, Truck/ Sander for March Snow	\$1,814.68	4/9/2019
19587	Ancom Communications Inc.	Public Safety (FD)	3 Replacement Radio Belt Clips	\$54.85	4/23/2019
19588	Canon Financial Services, Inc.	General Gov't	Canon Copier Government Contract for April	\$33.13	4/23/2019
19589	Core & Main	Divided	Annual Support Contract 4/12/19-4/11/20	\$2,160.00	4/23/2019
19590	Fire Safety U.S.A.	Public Safety (FD)	Medical Equipment ( Gauze, Airway Kit, Defib. Pads etc..)	\$100.00	4/23/2019
19591	Kirvida Fire, Inc.	Public Safety (FD)	2019 Annual Pump Test for Engine #11	\$456.79	4/23/2019
19592	Melchert-Hubert & Sjodin, PLLP	General Gov't	Communications Regarding Storage Container, Storm Sewer,	\$945.00	4/23/2019
19593	MN Dept. of Health	Water	Water Sample from Well2A Sent for Testing Priority Mail	\$0.00	4/23/2019
19594	MN Fire Service Certification Board	Public Safety (FD)	Instructor II Certification Exam for Jared Mackenthun	\$125.00	4/23/2019

2019 April Claims List

19595	MN Pollution Control Agency	Sewer	Annual Water Permit Fee	\$505.00	4/23/2019
19596	Motorola	Public Safety (FD)	4 Portable Radios with Charging Station, 2 Travel Chargers, 6	\$13,849.60	4/23/2019
19597	O.E.M. Services Co.	Park & Rec.	Rear Broom Attachment for Ball Field Groomer	\$89.62	4/23/2019
19598	Plunkett's Pest Control	General Gov't	City Hall & FD Service Date 4-8-19	\$39.37	4/23/2019
19599	S.E.H. Inc.	Water	Water Main Design	\$4,174.50	4/23/2019
19600	South Central College	Public Safety (FD)	Fire Officer I & II Classes for Jared Mackenthun	\$400.00	4/23/2019
19601	Xcel Energy Inc.	Divided	Electricity/NaturalGas	\$1,789.06	4/23/2019
				<b>\$106,859.24</b>	
				<b>April Claims</b>	<b>\$65,857.74</b>
				<b>Added April Claims</b>	<b>\$27,565.15</b>
				<b>Added April Claims</b>	<b>\$13,436.35</b>
				<b>Total April Claims</b>	<b>\$106,859.24</b>

2019 May Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - April 2019	\$2,633.80	5/14/2019
ACH	MN Dept. of Revenue	Divided	April 2019 State Withholding Tax Payment	\$483.00	5/14/2019
ACH	PERA	Divided	PERA Withholding - April 2019	\$468.79	5/14/2019
ACH	PERA	Divided	PERA Withholding - April 2019	\$728.19	5/14/2019
ACH	PERA	Divided	PERA Withholding - May 2019	\$431.72	5/14/2019
ACH	HealthPartners	Divided	Health Insurance for May 2019	\$3,580.06	5/14/2019
ACH	Optum	General Gov't	HSA Participant Fee for 2nd Qtr 2019	\$1,250.00	5/14/2019
ACH	Google	General Gov't	Email Accounts (8) Administered by Google G Suite	\$101.46	5/14/2019
ACH	Greg Schultz	Divided	Wages 4/22/19 to 5/05/19	\$1,677.79	5/14/2019
ACH	Tamara Bracht	Divided	Wages 4/22/19 to 5/05/19	\$632.50	5/14/2019
19602	106 Group	Water	Historical Survey on Water Tower	\$2,930.98	5/14/2019
19603	Bolton & Menk, Inc.	General Gov't	Planning Services for Comp. Plan	\$40.00	5/14/2019
19604	Business Essentials	Divided	Bath Tissue, Paper Towels, Handwash, Urinal Blocks	\$511.13	5/14/2019
19605	Carver County - CarverLink/Jaguar	Divided	Telephone/Internet Services May	\$109.11	5/14/2019
19606	CenturyLink	Divided	Telephone Service	\$179.21	5/14/2019
19607	Chris Lund	Divided	Reimbursement for Annual MN Mayor's Association (Mileage, Hotel	\$379.98	5/14/2019
19608	Cintas	Hall	Cleaning Supplies (Rags, Mops etc.)	\$72.48	5/14/2019
19609	ECM Publishers, Inc.	Divided	Mediacom Cable Franchise, NYA Area Guide	\$304.02	5/14/2019
19610	Fire Safety USA	Public Safety (FD)	2 Adult/Child Combo Defibrillator Pads	\$85.00	5/14/2019
19611	Floyd Total Security	Sewer	Base Alarm Monitoring 6/3/19 - 9/2/19	\$92.07	5/14/2019
19612	Gopher State One Call	Divided	April Locates (20)	\$27.00	5/14/2019
19613	Hamburg Post Office	Divided	Postage for Utility Bills & Spring Newsletter	\$282.56	5/14/2019
19614	Hillyard	Public Safety (FD)	Blade Squeegee's and Dust Filter for Floor Cleaner	\$56.55	5/14/2019
19615	Loffler Companies, Inc.	General Gov't	Copies for April	\$27.06	5/14/2019
19616	Marty Rademacher	Water	Final Water Bill Overpayment at 430 Railroad	\$27.92	5/14/2019
19617	Melchert-Hubert-Sjodin	General Gov't	Professional Services in April Regarding Topics of Annexation, RR	\$480.00	5/14/2019
19618	Menards	Divided	Hardware to Fix Park Restrooms, Refill Dishwand Pads	\$54.93	5/14/2019
19619	MN Assoc. of Small Cities	General Gov't	2019-2020 Membership Dues - (Population 507 * \$.45) & Membership	\$348.15	5/14/2019
19620	MNSPECT, Inc.	Public Safety (FD)	Residential Inspection/Permit Fee 614 Park, 430 Louisa, Commercial	\$408.66	5/14/2019
19621	MVTL Labs, Inc.	Sewer	Labs Fee's - Fecal Coliform Testing April 16, 24, & 25 Sample Dates	\$370.00	5/14/2019
19622	NAPA Auto Parts	General Gov't	Ring Terminal	\$4.29	5/14/2019
19623	Plunkett's Pest Control	Hall	Pest Control Inspection at Community Hall Service Date 4-26-19	\$99.75	5/14/2019
19624	Robb's Electric	Public Safety (FD)	Air Compressor Repair, Parts & Labor	\$1,523.32	5/14/2019
19625	Robynne Schoenbauer	Water	Final Water Bill Overpayment at 775 Park	\$11.14	5/14/2019
19626	Steven Buckentin	Public Safety (FD)	Reimbursement for Degreaser and Cleaning Formula for Floor Scru	\$29.95	5/14/2019
19627	Tonka Water	Water	Field Svcie Call for Water Treatment Plant	\$825.00	5/14/2019
19628	USA Blue Book	Water	HACH Fluoride	\$104.80	5/14/2019
19629	Verizon Wireless	General Gov't	Cell Phone Plans (6) for March 28- April 24	\$410.16	5/14/2019
19630	W.W.O.T.A, Inc.	Divided	Water/Wastewater Training & Assistance for April 2019	\$540.00	5/14/2019
19631	Wm. Mueller & Sons	Divided	Snow Plowing for April, Fuel for City Vehicles, Lawnmower and Bol	\$778.00	5/14/2019
19632	Xcel Energy	Divided	Natural Gas Services fro 183 Broadway	\$1,086.24	5/14/2019
				\$24,186.77	



# CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: April 26, 2019

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: June 10th  
to  
June 24th

How many **Vacation** hours will be used? 10

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? Yes

- If yes, you must receive City Council approval.

### City Council Approval

Date of Council Meeting: MAY 14th

Was vacation request approved? \_\_\_\_\_

- If no, reason request was denied: \_\_\_\_\_

Jeremy Gruenhagen 4-26-19  
Employee Signature Date

\_\_\_\_\_  
City Clerk/Treasurer Date

\_\_\_\_\_  
Mayor Date




# APRIL 2019 DELINQUENCY REPORT

Updated Balances	payments	BALANCE (current + over due)	CURRENT	Total \$ overdue	30 days over	60 days over	90 days over	Account #
			APRIL		1 Per. Overdue MARCH	2 Per. Overdue FEBRUARY	3 Per. Overdue JANUARY	
		\$295.07	\$132.57	\$162.50	\$162.50			01-00002490-00-4
		\$236.72	\$115.90	\$120.82	\$120.82			01-00003619-00-2
		\$227.10	\$117.13	\$109.97	\$109.22	\$0.75		01-00005421-00-1
		\$479.23	\$139.05	\$340.18	\$175.63	\$135.40	\$29.15	01-00006190-01-2
		\$278.54	\$108.04	\$170.50	\$102.25	\$68.25		01-00007618-00-7
		\$364.22	\$71.93	\$292.29	\$103.05	\$92.16	\$97.08	01-00007619-00-8
		\$478.27	\$167.44	\$310.83	\$94.98	\$215.85		01-00007625-00-7
		\$254.63	\$130.50	\$124.13	\$124.13			01-00008420-00-7
		\$160.17	\$77.71	\$82.46	\$82.46			01-00008430-00-0
		\$275.63	\$129.80	\$145.83	\$145.83			01-00009350-00-8
		\$540.21	\$139.62	\$400.59	\$132.57	\$108.92	\$159.10	01-00009451-00-6
		\$154.60	\$88.61	\$65.99	\$65.99			01-00010150-00-6
		\$120.05	\$108.31	\$11.74	\$11.74			01-00011860-00-7
		\$158.15	\$71.93	\$86.22	\$86.22			01-00011921-00-3
		\$198.33	\$137.12	\$61.21	\$61.21			01-00012330-00-2
		\$343.60	\$109.84	\$233.76	\$100.74	\$133.02		01-00014410-00-1
		\$228.67	\$96.19	\$132.48	\$132.48			01-00016602-00-2
		\$256.82	\$176.54	\$80.28	\$80.28			01-00016604-00-4
		\$290.79	\$144.96	\$145.83	\$145.83			01-00017613-00-5
		\$339.71	\$116.03	\$223.68	\$137.75	\$85.93		01-00017617-00-9
		\$479.71	\$155.57	\$324.14	\$153.79	\$170.35		01-00017621-00-6
\$0.00	\$0.00	\$6,160.22	\$2,534.79	\$3,625.43	\$2,329.47	\$1,010.63	\$285.33	

# 2019 POND CLOSING SCHEDULE

4/24/2019

DATE	Council Member / Mayor
<del>5/4/2019</del>	
5/18/2019	
6/1/2019	
6/15/2019	
6/29/2019	
7/13/2019	
7/27/2019	
8/10/2019	
8/24/2019	
9/7/2019	
9/21/2019	
10/5/2019	
10/19/2019	

Greg will open the pond gates on Saturday mornings and each Council Member will take their turns closing the gates at 12:00 PM.



Jeremy Gruenhagen &lt;cityadmin@cityofhamburgmn.com&gt;

---

**Fwd: well pump #3 installation**

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**Greg Schultz** <publicworks@cityofhamburgmn.com>  
To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Mon, May 13, 2019 at 8:58 AM

----- Forwarded message -----

From: **Tim Berquam** <tim.berquam@bergersoncaswell.com>  
Date: Thu, May 9, 2019 at 4:27 PM  
Subject: well pump #3 installation  
To: [publicworks@cityofhamburgmn.com](mailto:publicworks@cityofhamburgmn.com) <[publicworks@cityofhamburgmn.com](mailto:publicworks@cityofhamburgmn.com)>

I was doing a follow up on the 2A installation that Eugene put in a few weeks ago, and verifying everything has been operating just fine. From what he told me the installation was pumping a little too much sand initially but dropped off after test pumping the well for a while. I am concerned that the next well pump installation will also want to pump more water which in turn will result in pumping too much sand in the water also. This is why I am sending this email to find out how the last one is doing. I provided the proposal letter and a quote for a VFD that could be installed and slow the pump down or at least ramp the pump up and down to assist in the performance against sand pumping. Plus the installation can be slowed down to and only pump whatever the filter can handle. The current Xcel Rebate for this item is listed at \$1,600 full amount but the rebate cannot exceed 60% of the total, and they may only provide a percentage of the total rebate amount based on the information we provide them on the motor and well variables. I believe the rebate will be at least \$1,200 and we could install it for \$3,200 before the rebate. If they paid the total \$1,600, then this equipment only has to save you \$1,600, before it pays for itself. They will save based on the inrush current (700% of the Full Load rating) the motor starts at, and Xcel basing your monthly electric rate on this inrush. When starting a motor the most a motor current has to feel is the 100% rating, but even better when slowing a motor down it will typically save energy and cost less to operate by the cubed root.

Let me know how well 2A is doing and if you planned on doing anything with a VFD.

Thanks,

Tim Berquam

Project Manager/ Geologist

BERGERSON CASWELL INC.



Building a Better World  
for All of Us<sup>®</sup>

May 3, 2019

RE: City of Hamburg, Minnesota  
George Street Extension Project  
SEH No. P-HAMBU 143240 10.03

Honorable Mayor  
and Members of the City Council  
City of Hamburg  
PO Box 248  
Hamburg, MN 55339

Dear Mayor and Council Members:

#### **BACKGROUND/PROJECT UNDERSTANDING**

The George Street Extension Project includes construction of one city block of street, sanitary sewer, water main, storm sewer, and a stormwater pond.

The street and underground utilities will ultimately be owned and maintained by the City of Hamburg.

#### **SCOPE**

The project work plan, from which this proposal is being submitted, includes Construction Observation (RPR) services.

#### **Proposed Tasks**

Our services will consist of the following Tasks, as outlined in detail in the attached Task Hour Budget.

#### ***Resident Project Representative***

- Observing the quantity and quality of the work by the contractor according to the plans.
- Working closely with the engineer in determining acceptability for materials furnished by the contractor.
- Along with the Engineer, making recommendations regarding acceptance of the project at time of final completion.
- Available on site for answering questions and addressing concerns from contractor, City, and residents living next to the project.

#### **WORK PLAN**

The hours estimated for these services are outlined in the attached task hour budget. These hours were based on conversations with representatives from Juul Contracting and Wm. Mueller and Sons.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308  
SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 320.587.7341 | 800.838.8666 | 888.908.8166 fax

Honorable Mayor  
and Members of the City Council  
May 3, 2019  
Page 2

The underground pipe work is estimated at 9 to 10 working days. The street construction is estimated to take 5 to 7 working days.

We budgeted 8 hours per day (including 1 hour travel time) for the utility work and 6 hours per day (including 1 hour travel time) for the street work. This would not be considered full time RPR services, since it is anticipated that the contractor will work more than 8 hours per day. There may also be some days that the RPR is on site less hours, while other days may require additional time. We did not budget any RPR time for reviewing excavation of the stormwater pond or for the site grading outside the City right-of-way.

We would propose to have Dominic Metzger be the onsite RPR. Dominic would be assisted by a more experienced RPR, Gary Lauwagie. Gary would be on site a limited number of hours (total of 18 hours budgeted)

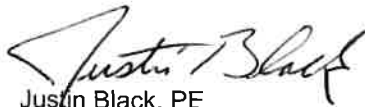
**Proposed Fee**

SEH's total fee is proposed to be reimbursed as an Hourly Not-to-Exceed fee of \$12,700.

Thank you for the opportunity to submit this proposal to the City of Hamburg. Please contact me with any questions or comments concerning this proposal. If these proposed services are acceptable to you, please sign two copies of the enclosed Supplemental Letter Agreement (SLA), keep one copy for your file, and return one copy to our office.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Justin Black, PE  
Client Service Manager/Project Manager  
(Lic. MN)

jb

Enclosures

h:\fj\hambur\143240\1-gen\10-setup-cont\03-proposal\rpr scope of services ltr.docx

# DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : George Street Extension  
 Location: Hamburg, MN  
 Date: Friday, May 03, 2019

	Labor Hours				TOTALS
	Black Sr. Engr PE	Metzger Engineering Aid	Lauwagie Lead RPR	Brinkman Admin Tech	
<b>Task 1 - Resident Project Representative</b>					
<i>Addressing Contractor Questions</i>	1.0			1.0	2.0
<i>Sanitary Sewer, Water Main, Storm Sewer</i>	1.0	72.0	10.0		83.0
<i>Street, drain tile, curb and gutter and pavement</i>		42.0	8.0		50.0
<b>SUBTOTAL HOURS</b>	<b>2.0</b>	<b>114.0</b>	<b>18.0</b>	<b>1.0</b>	<b>135.0</b>
<b>TOTAL TASK FEE</b>	<b>\$</b>	<b>12,700.00</b>			

## SUMMARY OF PROPOSED FEES

<i>Task 1 - Resident Project Representative</i>	<b>\$ 12,700.00</b>	<i>(Hourly)</i>
<b>TOTAL:</b>	<b>\$ 12,700.00</b>	

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Hamburg, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective March 25, 2015, this Supplemental Letter Agreement dated May 3, 2019, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: George Street Extension Project.

**Client's Authorized Representative:** Jeremy Gruenhagen  
**Address:** PO Box 248  
Hamburg, MN 55339  
**Telephone:** 952.467.3232 **email:** hamburgcityhall@gmail.com

**Project Manager:** Justin Black, PE (MN)  
**Address:** PO Box 308  
Hutchinson, MN 55350  
**Telephone:** 952.913.0702 **email:** jblack@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

Resident Project Representative (RPR) services as indicated in the attached letter dated May 3, 2019.

### Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

**Schedule:** We will begin our services upon receipt of a signed copy of this Agreement.

**Payment:** The fee is hourly not-to-exceed \$12,700 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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**Short Elliott Hendrickson Inc.**

**City of Hamburg, Minnesota**

By:   
Justin Black  
Title: Client Service Manager/Associate

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



**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated May 3, 2019**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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**Exhibit B**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated May 3, 2019**

**A Listing of the Duties, Responsibilities and**  
**Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings\*, Field Orders\*, Addenda\*, clarifications, interpretations, approved Shop Drawings\* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

**A. General**

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

**B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of Shop Drawings and Samples.
  - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
  - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
  - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
  7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications\* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
  8. Records:
    - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive\*, Addenda, Change Orders\*, Field Orders, additional Drawings\* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
    - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
    - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
  9. Reports:
    - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
    - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
    - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
    - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
  10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
  11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
  12. Completion:
    - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
    - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
    - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

\*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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## **PUBLIC NUISANCE LETTERS**

Dated April 23, 2019

Comply by: May 13, 2019

Or schedule to come before Council on May 14, 2019

- 360 Henrietta – Outside Accumulation
- 619 David – Outside Accumulation
- 831 William – Nuisance Parking & Storage and Outside Accumulation
- 881 Park – Outside Accumulation
- 603 George - Nuisance Parking and Storage
- 320 Sophia – Nuisance Parking & Storage, Inoperable Vehicle, and Building Maintenance & Appearance
- 410 Sophia – Nuisance Parking & Storage



## CHAPTER 5. ANIMALS

### Section 500 – General Provisions

**500.01 Purpose.** It is the purpose of this ordinance to protect and promote public health, safety and the general welfare of humans and animals. To regulate the care and keeping of animals within the city. To reduce or eliminate the encroachment on private property, public right of ways, and public property of unrestrained, unregistered, unvaccinated, prohibited, or dangerous animals and the risks posed to humans and other animals caused by the improper care, control, and keeping of animals.

**500.02 Definitions.** The following definitions shall be used in the application and interpretation of the provisions of this chapter:

**Animal.** “Animal” shall mean any non-human mammal, reptile, amphibian, fish, or bird.

**Animal Control Officer.** “Animal Control Officer” shall mean an individual or employee of a business retained by the City for purposes of enforcing provisions of this Chapter.

**Animal, Domestic.** “Animal, Domestic” shall mean animals kept within the home as pets, such as fish, dogs, cats, household bird, and similar animals.

**Animal, Farm.** “Animal, Farm” shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, ponies, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable. Backyard Chickens as defined in this Chapter are exempt from this definition. *(Adopted 6/9/14; Ord. 250)*

**Animal, Non-Domestic.** “Animal, Non-domestic” shall mean any animal which is of a species not usually domesticated and of a species which, due to size, wild nature, or other characteristics is commonly considered to be inherently dangerous to the health, safety and welfare of people and would ordinarily be confined in a zoo or found in the wild. The term includes, but is not limited to:

- A. Animals and birds, the keeping of which is licensed by the state or federal government, such as wolves, raptors, and pheasants.
- B. Eagles, birds, such as falcons and pigeons, ocelots, jaguars, cougars, weasels, wild ferrets, deer, and bison.
- C. Crossbreeds of wild animals and domesticated animals such as the cross between dogs and coyotes and dogs and wolves.
- D. Any large cat of the family Felidae, such as lions, tigers, jaguars, leopards, cougars, and ocelots.
- E. Any member of the family Canidae such as wolves, coyotes, dingoes, and jackals, except domesticated dogs.
- F. Any poisonous snake such as a rattlesnake, coral snake, water moccasin, puff adder, or cobra.
- G. Any snake or reptile by its size, vicious nature, or other characteristic is dangerous to human beings such as alligators and crocodiles.
- H. Any skunk, raccoon, or fox whether captured in the wild, domestically raised, de-scented or not de-scented, vaccinated against rabies or not vaccinated against rabies.
- I. Any bear, ape, gorilla, chimpanzee, monkey, or badger.
- J. Any other animal or reptile, which is commonly considered wild.

**At Large.** "At large" shall mean an unattended animal on public property, or an unattended animal on private property without the consent of the property owner.

**Backyard Chicken.** "Backyard Chicken" shall mean a female chicken that serves as a source of eggs or meat. *(Adopted 6/9/14; Ord. 250)*

**City.** "City" shall mean the City of Norwood Young America.

**City Pound.** "City Pound" shall mean the designated pound for the City of Norwood Young America.

**Coop.** "Coop" shall mean the structure for the keeping or housing of backyard chickens as permitted by this Chapter. *(Adopted 6/9/14; Ord. 250)*

**Dangerous Dog.** "Dangerous dog" shall mean any dog that has committed any of the acts set forth below:

- A. Without provocation, inflicted substantial bodily harm on a human being on public or private property;
- B. Killed a domestic animal without provocation while off the owner's property, or;
- C. been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

**Dog.** "Dog" shall mean any canine animal, male or female, whole or neutered.

**Law Enforcement Officer.** "Law Enforcement Officer" shall mean an individual or employee retained, by the City, for purposes, in part, of enforcing the provisions of this Chapter; or a member of the County law enforcement agency.

**Licensed Commercial Kennel.** "Licensed Commercial Kennel" shall mean a place where more than three (3) dogs over six (6) months of age are kept, and where the business of selling, boarding, breeding, showing, treating or grooming of dogs shall be conducted with license from the City.

**Nuisance.** "Nuisance" shall mean any animal that unreasonably annoys or disturbs the peace of other members of the public due to excessive, continuous or untimely barking, whining or crying.

**Owner.** "Owner" shall mean any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in or having custody or control of an animal.

**Potentially Dangerous.** "Potentially Dangerous" shall mean any dog that has committed any of the acts set forth below:

- A. When unprovoked, bites a human or domestic animal;
- B. When unprovoked, chases or approaches a person upon the streets, sidewalks or any other public property in an apparent attitude of attack; or
- C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

**Proper Enclosure.** "Proper Enclosure" shall mean securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A Proper Enclosure does not include a porch, patio, or any part of a house, garage or other structure that would allow the animal to exit of its volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

**Regular Business Day.** "Regular Business Day" shall mean a day in which the City Pound shall be open to the public for four (4) consecutive hours.



**Restrained.** "Restrained" shall mean on a leash of not more than six (6) feet in length or a leash which can be retracted to a length of six (6) feet or less, and in the custody of a person of sufficient age to adequately control the animal; in a vehicle; or confined to the owner's property by an enclosure or fencing.

**Rooster.** "Rooster" shall mean a male chicken. *(Adopted 6/9/14; Ord. 250)*

**Run.** "Run" shall mean an area attached to a coop where backyard chickens can roam unsupervised. *(Adopted 6/9/14; Ord. 250)*

**Substantial Bodily Harm.** "Substantial bodily harm" shall mean bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member.

**500.03 Enforcement.** The provisions of this Chapter shall be enforced by the Animal Control Officer or the City's Law Enforcement contractor. No person shall, in any manner, interfere with or hinder an Animal Control Officer or the City's law enforcement contractor in the discharge of their duties.

**500.04 Interference with Animal Control Officer.** It shall be unlawful for any person to molest or in any way interfere with any peace officer, animal control officer, or any officer of the City, while engaged in performing work under the provisions of this Section.

**500.05 Exemptions.** The following provisions of this Chapter shall not apply in the following circumstances:

- A. Unless specified herein, the provisions of this Chapter shall not apply to animals used or confined at hospitals, clinics, or businesses operated by licensed veterinarians.
- B. Regulations relating to dangerous animals and potentially dangerous animals shall not apply to dogs under the control of a law enforcement officer.

## **Section 510 – Dog and Cat Licenses and Regulations**

**510.01 License Required.** No person shall keep any dog or cat over six (6) months of age within the City unless a license therefore has been secured from the City Administrator. The City Administrator shall keep a record of all licenses issued and shall issue a metal tag for each license.

**510.02 Rabies Certificate Prerequisite to Issuance.** No license or metal tag shall be issued until the owner of the dog or cat has provided proof that the animal to be licensed has been vaccinated against rabies and the vaccination shall be current.

**510.03 Limit of Dogs and Cats on Any One Premise.** No person shall keep more than three (3) dogs, and more than three (3) cats, over six (6) months of age on any one premise except at a licensed commercial kennel.

**510.04 Affixing Tags.** The owner shall cause the license tag to be affixed by a permanent metal fastening to the collar of the dog or cat so licensed, in such a manner that the tag may be easily seen by the officers of the City. The owner shall see that the tag is constantly worn by such dog or cat, and any dog or cat found within the City without tag shall be deemed to be unlicensed.

**510.05 Duplicate Tags.** In case any dog or cat tag is lost the Clerk may issue a duplicate. A fee for each such duplicate tag may be established by the City Council in the fee schedule.

**510.06 Annual License Fee.** The fee for each license issued under this Section shall be as set from time to time by the Council in the fee schedule. Licenses shall expire on the 31st day of December next following their issuance. The full license fee shall be paid for each dog or cat regardless of the date of issue.

**510.07 Penalties and Fines.** Any person who shall not have obtained a license for any dog or cat as required by this Section shall be liable to a fine as set in the fee schedule from time to time adopted by the Council, together with the cost of the license fee.

## **Section 520 – Animal Prohibitions and Regulations**

**520.01 Obligation to Prevent Nuisances.** It shall be the obligation and responsibility of the owner of any animal in the City, whether permanently or temporarily therein, to prevent the animal from committing any act, which constitutes a nuisance or is dangerous to the health, safety and welfare of a person.

**520.02 Animals Running at Large Prohibited.** It shall be unlawful for any person to permit any animal to run at large within the City. An animal shall be considered running at large if found off of the owner's premises and not controlled by a leash, cage, or other similar restraint.

### **520.03 Cleaning up Litter.**

- A. The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.
- B. The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owners' immediate possession, a device for the removal of feces and a proper receptacle for the feces.
- C. The owner of an animal shall remove feces left by such animal on public property or the private property of another and dispose of such feces in a sanitary manner.

**520.04 Barking Dogs.** No person shall allow an animal to unreasonably annoy or disturb the peace of other members of the public due to excessive, continuous or untimely barking, whining or crying. Barking, crying, whining, or similar noise shall be considered a nuisance if it is audible off of the owner's premises for a continual period of more than five minutes with interruptions of less than one minute duration.

**520.05 Dangerous Dogs.** The provisions of Minnesota Statutes Sections 347.50 through and including 347.56 are hereby adopted as the potentially dangerous and dangerous dog regulations for the City of Norwood Young America. Every provision contained in the foregoing Minnesota Statutes is hereby adopted and made a part of this chapter by reference as if fully set forth herein. Where a conflict exists between the provisions of the City Code and the provisions of Minnesota Statutes 347.50 through and including 347.56, the latter provisions shall apply.

- A. **Process:** A City Animal Control Officer, other law enforcement official, or county attorney shall be responsible for determining whether a dog is a potentially dangerous or dangerous dog.
- B. **Notice:** Upon determination by the Animal Control Officer, other law enforcement official, or county attorney that a dog is a potentially dangerous or dangerous dog, the City or a representative of the City shall provide the owner with notice of the determination by personally serving the owner or a person of suitable age at the residence of such owner. The notice shall describe the dog deemed to be a potentially dangerous or dangerous dog; shall identify the officer making the determination; and shall specify the facts relied upon by the officer in making the potentially dangerous or dangerous dog determination. If the officer determines that the dog is a potentially dangerous or a dangerous dog, the notice shall also inform the owner of the owner's rights to appeal the determination.
- C. **Appeal:** An Owner may appeal a determination that a dog is a potentially dangerous or dangerous dog by filing a written notice for a hearing to the City Administrator within ten (10) days of the owner's receipt of the notice. If an owner files a timely appeal, a hearing shall be held within thirty (30) days after the City's receipt of the appeal. The City Administrator shall assign a hearing examiner to hear the appeal. The hearing examiner may be a City employee, provided the employee has not been involved in determining if the dog was potentially dangerous or dangerous. During the hearing the Minnesota Rules of Evidence do not need to be strictly followed and the records of the Animal Control Officer or Law Enforcement Officer shall be considered without further foundation. After considering all of the evidence submitted, the hearing

examiner shall make written findings of the fact and shall determine whether the dog is a potentially dangerous or a dangerous dog. The findings and conclusions shall be made within ten (10) working days after the hearing and shall be thereafter personally served upon the owner or a person of suitable age at the residence of such owner. The decision of the hearing examiner shall be the final decision of the City. If an appeal is not filed within ten (10) working days, the owner of a dangerous dog must comply with the requirements set forth in this section and Minnesota Statutes Sections 347.50 through and including 347.56.

D. Dangerous Dog Restrictions:

1. Registration Required. No person may own a dangerous dog in the City of Norwood Young America unless the dog is registered as provided in this section. The Animal Control Officer shall issue a certificate of registration to the owner of the dangerous dog if the owner presents the following information:
  - a) Proper Enclosure. A Proper Enclosure exists for the dangerous dog and there is a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children, that there is a dangerous dog on the property.
  - b) Bond/Insurance. A surety bond issued by a surety company authorizing to conduct business in the State of Minnesota in a form acceptable to the Animal Control Officer in the sum of at least \$50,000.00, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in the State of Minnesota in the amount of at least \$50,000.00, insuring the owner for any personal injuries inflicted by the dangerous dog.
  - c) Annual Fee. The owner has paid an annual fee as set forth in the City Fee Schedule, if any, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.
  - d) Microchip. The owner has had a microchip identification implanted in the dangerous dog.
2. Annual Renewal. The owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the City of Norwood Young America, it must be registered as a dangerous dog in its new jurisdiction.
3. Warning Symbol. If a certificate of registration is issued to the owner of a dangerous dog, the owner must post a warning symbol to inform children that there is a dangerous dog on the property. The design of the warning symbol must have been approved by the Minnesota Commissioner of Public Safety.
4. Tag. The dangerous dog must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the Uniform Dangerous Dog symbol, affixed to the dog's collar at all times.
5. Sterilization. The City or District Court may require a dangerous dog to be sterilized at the owner's expense.
6. Death/Transfer from City. The owner of any dangerous dog must notify the City, in writing, of the death of the dog; its transfer to a residence outside of the City of Norwood Young America or its transfer within the City of Norwood Young America within thirty (30) days of the death or transfer.
7. Notice to Landlord. The owner of a dangerous dog who rents property from another where the dog will reside must disclose to the property owner, prior to entering into the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.
8. Sale. The owner of a dangerous dog must notify the purchaser that the dog has been identified as a dangerous dog. The seller must also notify the City, in writing, of the sale and provide the City with the new owner's name, address and telephone number.
9. Photograph. The owner or custodian of any dangerous dog shall make the dog available to be photographed for identification by the City at a time and place specified.
10. Muzzling. If the dog is outside the Proper Enclosure, the dog must be muzzled and restrained by substantial chain or leash and be under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

11. Custody Pending Determination. The City may retain custody of any dog declared dangerous until the dog is duly and properly registered as required herein.

## Section 530 – Impoundment; Quarantine

### 530.01 Poundkeeper and Animal Control Officer

- A. Appointment. A pound keeper and an animal control officer shall be appointed by the City Council. The positions may be combined and one person appointed at the discretion of the Council.
- B. Duties. It shall be the duty of the animal control officer to capture all animals found running at large in violation of this Chapter and turn them over to the pound keeper who shall be responsible for the safe keeping of all impounded animals, including the providing of food, water, and shelter for each animal.
- C. Poundkeeper to Render Monthly Statement: Duty to Pay Moneys Received. It shall be the duty of the poundkeeper to render to the City Council a monthly statement, under oath, of all fees and monies received by him or her, exclusive of his or her fees and expenses, for penalties and shall, at the same time pay over to the City Administrator all monies so received by him or her for impounding any such animals.

**530.02 Seizure and Removal of Animals.** Subject to the provisions of this section, animals found in violation of this Chapter may be seized by a Law-Enforcement Officer, impounded in a designated animal shelter, and confined therein in a humane manner for a period of not less than five (5) business days or until claimed by the animal's owner, whichever occurs first.

- A. Law-Enforcement Officer shall not enter the private dwelling of an individual for purposes of seizing animals or otherwise enforcing the provisions of this Chapter without first obtaining a search warrant. However, a Law-Enforcement Officer is empowered to enter upon a property adjacent to a private dwelling for purposes of enforcing the provisions of this Chapter.
- B. Before seizing an animal on private property, the Animal Control Officer shall make a reasonable attempt, taking into consideration the time of day and nature of the violation, to notify the owner that the animal is being seized because it was observed by the Law-Enforcement Officer to be in violation of the provisions of this Chapter.
- C. When an animal is seized from the private property of its owner and the Law-Enforcement Officer has been unable to notify the owner of the reason for seizing the animal, the Law-Enforcement Officer shall leave a written notice affixed to the dwelling unit, in a conspicuous manner, which includes the following information:
  1. A description of the animal seized.
  2. Purpose for seizure of the animal.
  3. The time, place and circumstances under which the animal was seized.
  4. The location, address, telephone number, and contact person where the animal will be impounded.
  5. A statement indicating that the person claiming the animal will be required to pay for the fees and costs associated with impoundment of the animal.
  6. A statement indicating that failure to claim the animal within five (5) business days will result in the disposition of the animal.
- D. Immediately upon impounding animals, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.
- E. An animal which is not redeemed within five (5) business days after impoundment may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold shall be euthanized and disposed of in a sanitary manner.
- F. Animals taken into custody pursuant to the provisions of Minn. Stat. 343.22 or 343.29 shall be disposed of pursuant to the provisions of Minn. Stat. 343.235.

**530.03 Notice of Impoundment.** Upon impounding any animal, the City shall post notice in at least two (2) or more conspicuous places within the City. If the owner of the animal is known, written notice shall be provided to the

owner. The notice shall state where the animal is being held and that if not reclaimed within five regular business days it may be sold, destroyed, or otherwise humane disposed of.

**530.04 Redemption.** Any animal impounded for running at large, being unlicensed, or creating a nuisance may be redeemed from the pound by the owner within five regular business days. Any dog impounded as a dangerous or potentially dangerous dog shall be held by the City pursuant to Subsection 520.05- Dangerous Dogs, of this Chapter.

**530.05 Impoundment Fees.** Animals may generally be reclaimed by payment to the City of an impounding fee plus all charges incurred as a result of the impoundment. In addition, if the animal is not properly licensed, the license fee shall also be paid before the animal is released. The impounding fee shall be as set from time to time by the Council in the fee schedule. Dogs impounded as being dangerous or potentially dangerous may be redeemed by the same process plus satisfaction of all requirements of Subsection 520.05-Dangerous Dogs, of this Chapter.

**530.06 Illegal Release.** No unauthorized person shall break into the pound or release any animal legally impounded.

**530.07 Authority to Sell or Dispose of Animals.** The pound keeper shall have the authority to sell or dispose of any impounded animal not redeemed within the required holding period from the date notice of impoundment is given as provided by Subsections 530.02 and 530.04.

**530.08 Biting Animals To Be Quarantined.** Whenever an animal has bitten a person, or whenever the Law-Enforcement Officer picks up a known or suspected rabid animal, such animal shall be confined for a minimum of ten (10) days as follows:

- A. Upon proof of a current rabies vaccination, the owner of the animal may, with the consent of the City, quarantine the animal at the owner's residence provided that such animal shall not be permitted to come in contact with other animals or persons and, provided further that the animal shall be muzzled and on a leash not to exceed four (4) feet, and in control of a competent person when taken from the place of confinement for sanitation purposes.
- B. If no proof of a current rabies vaccination is provided, or if the City does not consent to confinement of the animal to the owner's residence, the animal shall be quarantined at the animal shelter or a licensed veterinary clinic at the expense of the owner.
- C. A quarantined animal shall not be removed from the place of confinement without the written permission of the City.
- D. A quarantined animal shall be confined in an enclosure constructed of materials suitable to prevent the animal from escaping. All openings to the enclosure shall be locked at all times and the animal shall not be removed from the enclosure unless the animal is muzzled on a leash not exceeding four (4) feet in length and in control of a competent person.

**530.09 Summary Destruction.** Whenever a Law-Enforcement Officer has reasonable cause to believe that a particular animal represents a clear and immediate danger to the Law-Enforcement Officer, the Law-Enforcement Officer, after making reasonable attempts to impound such animal, may summarily destroy the animal.

## **Section 540 – Non-Domestic Animals**

**540.01 Prohibited Animals.** No person shall keep, maintain or harbor within the City any non-domestic animals, as defined in Section 500.02, Subd. 5 of this Chapter.

**540.02 Exceptions; Permit Required.**

- A. Any persons desiring to keep animals prohibited under this Subsection shall obtain a temporary permit from the City Council. The permit shall be issued for a period not to exceed thirty days and shall specify under what conditions the animal(s) shall be kept. Permits shall be issued only if animal shall be brought into

City for entertainment, exhibition, show or promotional purposes only, and only at the discretion of the Council which may consult with a veterinarian at the applicant's expense as to the risks posed by the animal(s) sought to be allowed by the permit.

- B. Non-poisonous snakes, birds kept indoors, hamsters, mice, rabbits, gerbils, white rats, guinea pigs, chinchillas, turtles or lizards, and similar small animals capable of being maintained continuously in cages shall also be exempt and shall not require a permit.
- C. Persons keeping animals for a public zoo as volunteers, docents or otherwise, any bona fide research institution or veterinary hospital, shall be exempt from the permit requirement, provided protective devices adequate to prevent the animals from escaping or injuring the public shall be provided.
- D. Handicapped persons keeping monkeys trained as household helpers shall be exempt.

**540.03 Selling Prohibited.** No person shall offer for sale, within City limits, any exotic animal covered by this Subsection.

**540.04 Impoundment of Non-Domestic Animals.** Any non-domestic animal kept in violation of this Section may be impounded by the City, and after being kept for five days or more without being reclaimed by the owner, may be sold or destroyed. Any person reclaiming the animal shall pay the costs of impoundment and keeping of the animal.

**540.05 Existing Non-Domestic Animals.** Any person keeping any non-domestic animal at the time of adoption of this Code shall remove the animal from the City within 90 days following adoption of this Section.

## **Section 550 – Farm Animals**

**550.01 Keeping of Farm Animals.** Farm animals may be kept in the Transition/Agricultural District of the City, as provided for in Chapter 12-Zoning of the Norwood Young America City Code. An exception may be made to this subsection for those animals brought into the City as part of an operating zoo, veterinarian clinic, scientific research laboratory, or a licensed show or exhibition.

**550.02 Beekeeping Prohibited.** No person shall keep any bees in the City on any property.

**550.03 Keeping of Backyard Chickens.**

- A. Purpose. It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. It is further recognized that the keeping of backyard chickens, if left unregulated, may interfere with the residential character of certain neighborhoods. Therefore, it is the purpose and intent of this Section to permit but strictly limit the keeping of backyard chickens for egg and meat sources in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.
- B. Keeping of Backyard Chickens Allowed. A person may keep up to four (4) backyard chickens on a residential property that is not in the Transitional/Agricultural District of the City as provided for in Chapter 12-Zoning of the Norwood Young America City Code, provided:
  - 1. The parcel where the backyard chickens are kept is within a Residential District as provided for in Chapter 12 (Zoning) of the Norwood Young America City Code;
  - 2. The keeper of the backyard chickens resides in a detached dwelling at the parcel at which the backyard chickens are kept;
  - 3. The subject parcel is a minimum of 10,000 square feet; and,
  - 4. The owner of the subject parcel obtains a backyard chicken permit from the City, issued in compliance with this Chapter.
- C. Permit Required: A permit is required for the keeping of backyard chickens.
  - 1. Those desiring to keep backyard chickens shall file a written application with the City Administrator on

a form provided by the City and pay an application fee. Fees to be charged for the permit to keep backyard chickens shall be set by City Council on the fee schedule.

2. The application shall include:
  - a. The breed and number of chickens to be maintained on the premises;
  - b. A site plan of the property showing the location and size of the proposed coop and run, setbacks from the coop to property lines and surrounding buildings (including houses on adjacent lots), and the location, style, and height of fencing proposed to contain the backyard chickens in a run; and,
  - c. Written statements that the Applicant will at all times keep the backyard chickens in accordance with all of the conditions prescribed by the City Administrator, or modifications thereof, and that failure to obey such conditions will constitute a violation of the provisions of this Chapter and will be grounds for cancellation of the permit;
  - d. Such other and further information as may be required by the City Administrator; and
  - e. The required fee.
3. The City Administrator and/or designee shall process the application.
4. All initial permits will expire on December 31<sup>st</sup> of the following year after their issuance unless sooner revoked. Renewal permits shall expire on December 31<sup>st</sup> of the second year following their issuance unless sooner revoked.
5. The City, upon written notice, may revoke a permit for failure to comply with provisions of this Section or any of the permit's conditions.
6. The City may inspect the premises for which a permit has been granted in order to ensure compliance with this Section. If the City is not able to obtain the Occupant's consent to enter the property, it may seek an administrative search warrant or revoke the permit.

D. General Standards and Limitations for the Keeping of Backyard Chickens.

1. The keeping of roosters as a backyard chicken is prohibited.
2. Backyard chickens shall not be raised or kept for the purpose of fighting.
3. Backyard chickens shall not be kept in a dwelling, garage, or accessory structure other than those meeting the requirements of an enclosed coop.
4. All backyard chickens must have access to an enclosed coop meeting the following minimum standards:
  - a. The enclosed coop may not occupy a front or side yard.
  - b. The enclosed coop must have a minimum size of four (4) square feet per animal and shall not exceed a maximum of forty (40) square feet in total area.
  - c. The enclosed coop shall be setback a minimum of twenty-five (25) feet from any principal structure on the subject parcel and any property line. The enclosed coop shall not exceed ten (10) feet in height.
  - d. The enclosed coop shall have a roof type and pitch that is similar to the principal structure on the lot.
  - e. The enclosed coop shall be similar in color to the principal structure on the lot.
  - f. The enclosed coop shall employ exterior building materials that are similar in type and quality to those employed on the principal structure.
  - g. The enclosed coop shall be constructed of permanent residential dwelling building materials. Coop components that are not designed or intended for use as permanent residential dwelling building materials, including but not limited to, garage doors, tires, pallets, employment of interior residential structural components on the exterior (drywall, particle board, plywood), sheet metal, fiberglass panels, plastics, corrosive metal, household items (appliances, fixtures, furniture), canvas, flimsy materials, tarps, non-permanent items (cages, portable kennels), wire panels, and the like are prohibited.
  - h. The floor of the enclosed coop shall be comprised of impervious surface such as vinyl, tile,

- concrete, or treated wood.
- i. The enclosed coop must be built to protect the backyard chickens from extreme heat or cold.
  - j. The enclosed coop shall be at all times maintained in a good condition.
  - k. The enclosed coop shall meet all applicable building, electrical, HVAC, plumbing, and fire code requirements.
5. All backyard chickens shall have access to a run meeting the following minimum standards:
- a. The run shall be a fully-enclosed and covered area attached to a coop where backyard chickens can roam unsupervised.
  - b. The run shall adhere to setbacks required for enclosed coops to which they are attached.
  - c. The enclosed run shall be well drained so there is no accumulation of moisture.
  - d. Run components shall feature fencing materials approved for use in the R-1 Single Family Low Density Residential District as provided for in Chapter 12-Zoning of the Norwood Young America City Code
  - e. Run components not designed or intended for use as fence material, including, but not limited to, garage doors, tires, pallets, sheet metal, ribbed steel, metal siding, corrosive metal, solid (i.e. more than ninety percent (90%) opaque) metal, galvanized ribbed steel, household items (appliances, fixtures, furniture), makeshift or flimsy materials (plastic, paper, twine, rope, tin, webbing), farm animal fencing (barbed wire, chicken wire, high tensile, electric wire, woven wire, or other livestock fencing), canvas, tarps, non-exterior grade residential construction materials, and the like are prohibited.
  - f. Landscaping shall be employed on the perimeter of the run to shield views of the run from adjacent properties.
  - g. The run shall be at all times maintained in a good condition.
6. The following minimum sanitation standards shall be observed at all times:
- a. Slaughtering of backyard chickens on the property is prohibited.
  - b. Leg banding of all backyard chickens is required. The band must identify the owner, the owner's address, and the owner's telephone number.
  - c. The owner shall keep a written record from a Doctor of Veterinary Medicine licensed to practice in the State of Minnesota. The written record shall certify the health of each backyard chicken before obtaining the chicken and annually thereafter.
  - d. All premises on which backyard chickens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding area must be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Failure to comply with these conditions may result in the City Administrator and/or Enforcement Officer removing backyard chickens from the premises or revoking the backyard chicken permit.
  - e. All grain and food stored for backyard chickens permit shall be kept indoors in a rodent proof container.
  - f. Backyard chickens shall not be kept in such a manner as to constitute a Nuisance as provided for under Chapter Six of the Norwood Young America City Code.
  - g. Persons no longer intending to keep backyard chickens on the subject property shall notify the City in writing and remove the enclosed coop and run.
  - h. The enclosed coop and run shall be removed from the property upon permit expiration and/or permit revocation. *(Adopted 6/9/14; Ord. 250)*

## **Section 560 – Violation and Penalty**

**560.01 Penalty.** Violation of any provision of this Chapter shall be a misdemeanor.





Jeremy Gruenhagen &lt;cityadmin@cityofhamburgmn.com&gt;

## Post Issuance Compliance Policy - Hamburg

1 message

Sara Beecher &lt;SBeecher@ehlers-inc.com&gt;

Mon, Apr 29, 2019 at 1:02 PM

To: "cityadmin@cityofhamburgmn.com" &lt;cityadmin@cityofhamburgmn.com&gt;

Jeremy,

Our records indicate that there is **currently no policy and procedures** on file relating to post issuance compliance. **If you have a current policy in place, please send us a copy for our files.** Significant changes have taken place which has led us to revise our policy and procedure document templates.

Due to increased underwriter scrutiny (the Municipalities Continuing Disclosure Cooperation initiative "MCDC" in March of 2014 and afterward) regarding disclosure practices we are now including several procedural items in our policy templates that are intended to assist the obligated person with how to monitor compliance with each unique Continuing Disclosure Agreement.

Effective February 27, 2019, the Securities and Exchange Commission (SEC) required amendments to Rule 15c2-12 of the Securities Exchange Act (the "Rule") to include two additional reportable events, increasing the number of required event notices to 16. The two additional reportable events are as follows:

- *Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and,*
- *Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.*

Numerous Industry experts have suggested updating policies and procedure documents to ensure Issuers are ready to comply with the complexity of the new rules.

Now is a good time to adopt the procedure documents to provide underwriters and current security holders assurance that your entity is prepared to comply with your post issuance obligations.

In addition, IRS Form 8038-G which is the information return that must be filed upon each issuance of tax-exempt obligations asks issuers to check a box if they have written procedures to monitor compliance with the arbitrage and private activity rules. Although there is no statutory requirement that you have written procedures, disclosing the absence of such procedures may prompt an IRS examination.

**To receive a copy of the policies and procedure documents please respond to this email. We will provide the documents at our \$500 fee.**

Ehlers maintains extensive experience and has invested in a full range of products and services to assist municipalities in meeting their post issuance compliance obligations. Make sure your municipality is prepared for this new regulatory complexity.

Sara Beecher

**Sara Beecher**

Senior Disclosure Coordinator

O: (262) 796-6172 | [ehlers-inc.com](http://ehlers-inc.com)



May 8, 2019

Jeremy Gruenhagen, City Clerk-Treasurer  
City of Hamburg, Minnesota  
181 Broadway Ave  
PO Box 248  
Hamburg, MN 55339-9405

RE: Potential Refunding of Existing Bonds

As your Municipal Advisor one of the services we provide is to monitor your outstanding bond issues and alert you to any potential refunding opportunities. An updated status report for your outstanding debt is attached. It includes general information about your existing debt and a brief comment regarding potential savings based on current market conditions. We will continue to monitor your issues on an ongoing basis and will contact you if we identify refunding opportunities that merit consideration.

If you have any questions about this information, please contact me.

Sincerely,

Ehlers

A handwritten signature in black ink that reads 'Shelly Eldridge'.

Shelly Eldridge CIPMA  
Senior Municipal Advisor/ Vice President

A handwritten signature in black ink that reads 'Todd Hagen'.

Todd Hagen CIPMA  
Senior Municipal Advisor/ Vice President

**City of Hamburg**  
 Status Report on Refunding of Existing Bond Issues

Original Bond Amount	Title	Call Date	Callable Amount	Callable Rates		Status
				Low	High	
\$180,000	General Obligation Improvement Bonds, Series 2007A	02/01/2014	\$60,000	4.450%	4.450%	As of May 8, 2019, we estimate that this refunding would not generate sufficient savings to be considered. The City may want to consider paying the principal off if funds are available to save future interest costs.
\$1,120,000	General Obligation Public Utility Revenue Bonds, Series 2011A	02/01/2020	\$760,000	3.250%	4.100%	As of May 8, 2019, we estimate that a current refunding will produce a savings of \$28,679, or a present value savings of 3.07%. We will contact you in September, closer to 90 days prior to the call date to discuss your options for refunding these bonds.



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WHAT CAN WE DO  
TOGETHER?

## Tour the Canopy Hotel with ULI Minnesota Members!



### Tour Sherman Associates newly renovated Canopy Hotel!

This 1900s building, Formerly the Advance Thresher/Emerson-Newton Implement Company, has been rejuvenated as a stunning and energizing hotel in the East End.

Learn about the renovation, design considerations, historic tax credit acquisition process, and more!

**Members Only. Register by May 20!**

**REGISTER NOW**

Or call **1-800-321-5011** and use event code **8117-1910**

**SEE WHO'S COMING!**

DATE & TIME

Wednesday, May 22

LOCATION

Thresher Square

REGISTRATION

\$30 ULI Members only

3:45-4:00 Registration,  
Canopy Hotel lobby  
4:00-5:00 PM: Tour  
5:00-6:00 PM: Happy  
Hour at UMBRA

708 Third Street S  
Minneapolis, MN 55415

**Thank you to event sponsor:**



**THANK YOU TO OUR SPONSORS!**