



HAMBURG CITY COUNCIL AGENDA MAY 23, 2017

1. **Call City Council Meeting to Order**
 - **Pledge of Allegiance**

2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*

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

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Added Claims List for February 2017**
 - **Approve Added Claims List for May 2017**
 - **2018 LMC Dues (No Increase)**
 - **2016 Annual Population (Met Council)**
 - **MNSPECT Letters (340 RR Street/430 RR Street)**

5. **Old City Business**
 - **Water Tower Site Lease Agreement (Broadband Corporation)**

6. **New City Business**
 - **2017 Seal Coating/Crack Sealing Project**
 - **Garbage Contract**
 - **Parking on Brad Street**
 - **Emergency Manager (Brad Droege)**

7. **Abdo, Eick & Meyers – Brad Falteysek**
 - **2016 Financial Audit**

8. **City Council Reports**
 - **Councilmember Jason Buckentin**
 - **Councilmember Tim Tracy**
 - **Councilmember Steve Trebesch**
 - **Councilmember Scott Feltmann**
 - **Mayor Chris Lund**

9. **Adjourn City Council Meeting**



**HAMBURG CITY COUNCIL AGENDA
MAY 23, 2017**

COMMUNITY HALL & PARK ACTIVITIES

- MAY** 20 – Wedding Reception
- JUNE** 3 – Wedding Reception
3 – Park Rental
4 – Park Rental
10 – Park Rental
17 – Park Rental
17 – Wedding Reception
24 – Hamburg Big Rib Jig

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

- MAY** 1 – Hamburg Lions Club
1 – HFD Training
9 – Public Hearing (Ordinance #154) – 7:00 PM
9 – Hamburg City Council Meeting – 7:00 PM
9 – Young America Township Monthly Meeting
15 – Hamburg Lions Club
21 – Community Center Rental
23 – Hamburg City Council Meeting – 7:00 PM
29 – Hamburg Fire Dept. (Relief Association) Meeting
- JUNE** 3 – Community Center Rental
5 – Hamburg Lions Club
5 – HFD Training
13 – Hamburg City Council Meeting – 7:00 PM
13 – Young America Township Monthly Meeting
19 – Hamburg Lions Club
21 – Community Center Rental
26 – Hamburg Fire Dept. (Relief Association) Meeting



CONNECTING & INNOVATING
SINCE 1913

May 19, 2017

Dear Mayors and Administrators,

We hope that all is well as your city transitions to the summer season, and prepares for warm weather activities and services (put the snowplows away for a few months!).

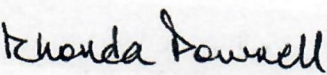
We are pleased to let you know that the League of Minnesota Cities Board of Directors voted at its May meeting to set a maximum member dues schedule increase of zero percent (0%, no dues increase) for the League's 2018 fiscal year that runs from September 1, 2017 through August 31, 2018. This would be the first time that dues have been held flat since 2012.

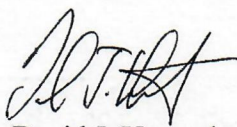
Similar to how your city sets its preliminary levy increase, the League's final dues schedule cannot be higher than the maximum that is set. Please note, though, that while there is no proposed dues increase you may still see a slight increase or decrease in dues based on any shifts in your city's population (to learn more about how your dues are calculated, visit www.lmc.org/dues). A final decision on annual dues will be determined by the Board when it meets on July 20 to approve the FY 2018 budget.

The League's financial position allows us to consider this action that will provide some budget relief for members, while allowing us to seamlessly continue delivering the nearly 90 programs and services you rely on to effectively govern and manage your city. Those programs and services include: advocacy at the Capitol; training on the basics for new officials and staff as well as future-focused topics; and analysis and guidance on laws, statutes, and hot-button topics like public safety and technology among many others.

Our unwavering commitment is to provide premier service that responds to the changing needs of members and to be recognized as the trusted, authoritative, and unified voice on issues affecting all cities. We take our responsibility to carefully manage member assets very seriously, and we thank you for your continued support of our work.

If you have any questions or comments about how we can better serve your needs, please feel free to call or email Dave Unmacht at (651) 281-1205 or dunmacht@lmc.org. And, if you find yourself in St. Paul this summer, we hope that you stop by for a cup of coffee or a conversation.


Rhonda Pownell
League of Minnesota Cities President,
Mayor, City of Northfield


David J. Unmacht
Executive Director,
League of Minnesota Cities

May 15, 2017

Jeremy Gruenhagen, Clerk
City of Hamburg
614 Park Ave, PO Box 248
Hamburg, MN 55339

Dear Mr. Gruenhagen:

The Metropolitan Council has prepared preliminary population and household estimates for your community as of April 1, 2016. This is an annual process governed by *Minnesota Statutes* 473.24. Please note that these estimates are different from the Council's local forecasts that your community has reviewed before. Forecasts look ahead to the coming decades; the annual estimates communicated below look back in time to the previous year.

2016 Annual Population Estimate

The Metropolitan Council estimates that the City of Hamburg had 502 people and 203 households as of April 1, 2016. Household size averaged 2.473 persons per household.

How was this estimate calculated?

We estimate households and population with a housing-stock-based method, which involves three questions:

1. *How many housing units did your community have?*
2. *How many households occupied these housing units?*
3. *How many people lived in these occupied housing units?*

This letter includes an overview of our estimation method along with a report showing the data inputs and calculations used to develop the preliminary estimates. For more information, visit <https://www.metrocouncil.org/populationestimates> , or contact me at 651-602-1513.

This estimate is only 10 people (for example) higher than my community's 2015 estimate. Does this mean that my community added only 10 people between 2015 and 2016?

No, not necessarily. Each year, we update our data and refine our methods, so estimates from different years are not directly comparable. Instead, we recommend examining growth since the 2010 Census.

How can my community provide feedback on this estimate?

We welcome discussion of the 2016 preliminary estimates and invite you to review and comment on them. Please send any written comments or questions to Matt Schroeder, Metropolitan Council Research, 390 Robert Street North, Saint Paul, MN 55101; or by e-mail to Matt.Schroeder@metc.state.mn.us. *Under Minnesota Statutes 473.24, we must receive your comments, questions, or specific objections, in writing, by Saturday, June 24, 2017.*

What happens after my community provides feedback?

The Council will certify final estimates by July 15, 2017 for state government use in allocating local government aid and street aid.

Sincerely,



Matt Schroeder
Senior Researcher

2016 Annual Population Estimates

Hamburg city, Carver County, Minnesota

Households:	203	Population in Households:	502	Average Household Size:	2.473
Housing Total:	219	Population in Group Quarters:	0		
Occupancy Rate:	92.69%	Total Population:	502		

The Metropolitan Council's Annual Estimates account for housing stock changes since April 1, 2010. These include housing units permitted and other changes. Other changes are due to demolitions, building conversions (units added or lost), city boundary changes (units annexed in or out), and other changes reported by city and township staff. We assume that 95% of single-family detached units, 90% of townhome/duplex/triplex/quadplex units, and 85% of multifamily units permitted in 2015 were completed and occupiable by April 1, 2016; the remainder are occupiable in the future and will count toward next year's estimates (for April 1, 2017).

Manufactured homes are counted each year from Metropolitan Council surveys of manufactured home park operators and local governments. Other housing (boats, RVs, etc. used as housing) comes from the most recent American Community Survey estimates.

	<u>Housing Stock</u> <u>April 1, 2010</u>	<u>Permitted and</u> <u>built since 2010</u>	<u>Other changes</u> <u>since 2010</u>	<u>Housing Stock</u> <u>April 1, 2016</u>
Single-family-detached:	167	0	0	167
Townhomes:	4	0	0	4
Duplex, 3-, 4-plex units:	24	0	0	24
Multifamily units:	24	0	0	24
Manufactured homes:	3			0
Other (boats, RVs, etc. as shelter):	0			0
Housing Total:	222			219

Each housing type has a specifically estimated occupancy rate and average household size. These data come from the most recent Community Survey estimates, decennial census data from the U.S. Census Bureau, and the U.S. Postal Service (for occupancy rates only). For more detail, please see the full methodology, available online from <https://www.metrocouncil.org/populationestimates>.

Definitions: A household is a group of people (or one person alone) occupying a housing unit.

The number of occupied housing units and the number of households are equivalent.

Population in Group Quarters (or institutional housing) is counted separately through an annual Metropolitan Council survey.

	<u>Housing Stock</u> <u>April 1, 2016</u>	<u>Occupancy</u> <u>Rate 2016</u>	<u>Occupied with</u> <u>Households</u>	<u>Persons Per</u> <u>Household</u>	<u>Population in</u> <u>2016</u>
Single-family-detached:	167	94.14%	157	2.590	407
Townhomes:	4	94.46%	4	2.590	10
Duplex, 3-, 4-plex units:	24	96.76%	23	1.888	43
Multifamily units:	24	80.36%	19	2.208	42
Manufactured homes:	0	92.99%	0	1.000	0
Other:	0	Counted only if occupied	0	2.485	0
Housing Total:	219		Households: 203	In Households: 502	502
				In Group Qtrs: 0	0
				Total Population:	502

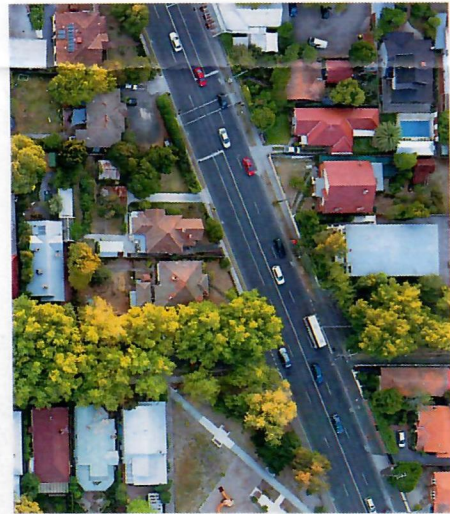
Census 2020 is starting now

An important message from the Minnesota State Demographic Center

Make sure your community gets its fair share of funding in the decade ahead

Before 2020 Census forms appear in mailboxes, the Census Bureau needs addresses. If the Bureau doesn't know that a new subdivision or apartment building has sprung up, residents could go uncounted. And that would mean less federal and state funding for your community.

In July 2017, the Census Bureau will invite local governments to help verify and update a database of all residential addresses through its Local Update of Census Addresses (LUCA) program. Counties, cities, and townships will be asked to review the Census Bureau's address file, check it for accuracy, and supplement the file with new or additional addresses. The review itself will begin in early 2018.



What do you need to do?

Just look for the Census Bureau's LUCA invitation in July. The Bureau will mail packets to the highest elected official of your county, city, or township and "cc" any additional contacts it has on file. You can help by making sure that that packet doesn't get accidentally overlooked. LUCA registrations must be returned to the Census Bureau by December 2017.

m MINNESOTA STATE
DEMOGRAPHIC CENTER
DEPARTMENT OF ADMINISTRATION

Have more questions? Send us an email: demography.help@state.mn.us
We're pretty friendly.

CITY OF HAMBURG
Clerks Office - (952) 467-3232 TDD 1-800-627-3529
181 Broadway Ave.
Hamburg, MN 55339

MUNICIPALITY
FILE COPY

May 11, 2017

Mrs. Doris Mielke
360 Villa Dr. N
Cologne, MN 55322-9601

RE: 340 Railroad St., Hamburg

Dear Mrs. Mielke:

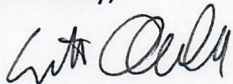
This letter is in follow up to our multiple letters and phone conversations regarding the following:

- Main entry/Front stoop: structural failure – requested a structural analysis and repair
- Permits for: furnace install, water heater, window work

It was our understanding from our last conversation that you were working with a local contractor to resolve the entry/stoop issue. To date, we have not received a building permit application, along with two sets of detail plans, for the entry/stoop repair. In addition, we have not received permit applications for the furnace install, water heater, or window work.

Due to the length of time that has passed since our initial request to have the above items resolved, we are requesting that a permit applications, along with the required documentation, be submitted no later than May 31, 2017, with work and inspections completed prior to June 30, 2017. Please call if you have any questions regarding the requirements. We appreciate your cooperation on resolving this issue.

Sincerely,



Scott Qualle
Building Official

cc: Municipal Property File

CITY OF HAMBURG
Clerks Office - (952) 467-3232 TDD 1-800-627-3529
181 Broadway Ave.
Hamburg, MN 55339

MUNICIPALITY
FILE COPY

May 11, 2017

Mr. Marty Rademacher
610 Donald Ave.
Hamburg, MN 55339-5414

RE: 430 Railroad Street, Hamburg

Dear Mr. Rademacher:

This letter is in regards to the property located at 430 Railroad Street, Hamburg. An exterior inspection of the structure located at the above-mentioned property shows that the structure appears to be unsafe as defined by MN Rules, Chapter 1300.0180: "A building or structure regulated by the code is unsafe, for purposes of this part, if it is structurally unsafe, not provided with adequate egress, a fire hazard, or otherwise dangerous to human life."

All unsafe buildings, structures or appendages are public nuisances and must be abated by repair, rehabilitation, demolition, or removal according to Minnesota Statutes, sections 463.15 to 463.26.

The following is a list of items that were taken into consideration with making this decision:

- East facing wall is unsafe with 2" gap in brick
- Multiple areas on wall with fractures, step cracks, and offsets

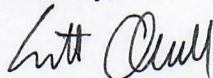
We are requesting that you submit a written timeline be provided no later than May 31, 2017. The timeline should reflect

- When a building permit will be applied
- When work to correct the unsafe issues will commence

Please note, the timeline should reflect the importance of this issue being resolved in a timely manner.

If you feel you have received this letter in error or have questions regarding this matter, please do not hesitate to contact our office at 952-442-7520.

Sincerely,



Scott Qualle
Building Official
City of Hamburg

Encl.

cc: Municipal Property File



Jeremy Gruenhagen <hamburgcityhall@gmail.com>

April 24th Agenda

Anthony Will <anthonyw@broadband-mn.com>
To: Jeremy Gruenhagen <hamburgcityhall@gmail.com>

Mon, May 22, 2017 at 3:20 PM

\$55 is reasonable for a rate increase due to the additional utility costs.

Unfortunately, an inflation based lease increase is not a viable solution. The rent always becomes unmanageable. That is the reason for the renewal terms is to address those type of issues. All of our leases are 5 year block / 20 year leases. This has shown to be a reasonable amount of time and it generally lines up to the life cycle of a given technology so both parties usually can address any changes that maybe needed. Considering the additional antenna that the new system will include, and hopefully new revenues because of this, I can justify an increase to a total of \$75. That should be sufficient to cover utility cost increases and inflation over the next 5 years.

Let me know if you have any questions,

Anthony Will
Broadband Corp
Office 952-215-3812

[Quoted text hidden]

CITY OF HAMBURG
City Clerk - Treasurer
181 Broadway Ave., Hamburg, MN 55339

City Office: (952) 467-3232 Fax: (952) 467-3119 TDD: 711 Email: HamburgCity@mchsi.com
City Website: CityofHamburgmn.com

INVITATION TO BID

May 15, 2017

RE: 2017 Seal Coat Project
Hamburg, Minnesota

Allied Blacktop Company
10503 89th Avenue North
Maple Grove, MN 55369

Southwest Paving, Inc.
700 Railroad Street West
NYA, MN 55368-4546

Caldwell Asphalt Company
24060 175th Street NE
Hawick, MN 56273

Pearson Bros., Inc.
11079 Lamont Avenue
Hanover, MN 55341-4063

Dear Sirs:

The City of Hamburg is soliciting quotes for crack filling and seal coating. If you are interested in submitting a quote, I have enclosed Specifications, Project Location Map, and Quote Form for your information

If you wish to submit a quote, please fill out the Quote Form and return it to the City of Hamburg on or before **4:30 p.m., Monday, June 5, 2017**. The address is as follows:

City of Hamburg
Attn: Jeremy Gruenhagen, City Clerk/Treasurer
181 Broadway Avenue
PO Box 248
Hamburg, MN 55339

If you have any questions or comments, please contact me. Also, if you plan to submit a quote, I would appreciate a telephone call indicating your intention. My telephone number is 952.467.3232. Thank you.

Sincerely,

Jeremy Gruenhagen
City Clerk/Treasurer

Enclosures



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

BITUMINOUS PAVEMENT JOINT CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes installation of transverse joints in bituminous surfaces which consist of:
 - 1. Saw cutting.
 - 2. Cleaning.
 - 3. Bond breaker installation.
 - 4. Sealing.
- B. Method of Measurement
 - 1. Measure by length in linear feet along completed joint.
 - 2. Item includes all labor material and equipment required for:
 - A. Saw cutting.
 - B. Cleaning.
 - C. Bond breaker installation.
 - D. Sealing.
- C. Basis of Payment
 - 1. Payment for acceptable quantities of bituminous pavement joint construction shall be at the Contract Unit Price as listed on the Bid Form. All associated work items will be considered incidental.

1.02 REFERENCES

- A. MnDOT 3719 - Joint and Crack Sealer
- B. Minnesota Manual on Uniform Traffic Control Devices (MMUTCD)

1.03 SUBMITTALS

- A. Manufacturer's Certificate of Compliance to MnDOT 3719 for the sealant material.
- B. Manufacturer's recommendations for the heating and application of the sealant material.

1.04 PACKAGING

- A. Provide sealant in sealed containers.
- B. Clearly mark each container with the following:
 - 1. Name of manufacturer.
 - 2. Trade name of sealant.
 - 3. Manufacturer's batch and lot numbers.
 - 4. Pouring temperature.
 - 5. Safe heating temperature.

1.05 WEATHER REQUIREMENTS

- A. Minimum temperature for sealant application: 40 degrees F.
 - 1. Measure air temperature in the shade away from artificial heat sources.
- B. Do not apply sealant during wet or otherwise unfavorable weather or pavement conditions.
- C. Limit operations to daylight hours.

1.06 SEQUENCING AND SCHEDULING

- A. Joint construction shall be completed prior to seal coat operations.
- B. Time of Completion
 - 1. The Owner requires that all work and cleanup for the entire Project shall be completed and ready for final payment on or before August 31, 2017.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Joint Sealant: MnDOT 3723, Hot Poured Elastic.
- B. Bond Breaker Tape:
 - 1. Regular masking tape or product designed for use with hot pour sealants.
 - 2. Tape Width: Equal to, but no more than, 1/8 inch narrower than the saw cut.

2.02 EQUIPMENT

- A. Heating Kettle:
 - 1. Double-boiler type
 - 2. Fill annular space with oil or similar heat transfer medium.
- B. Applicator Wand:
 - 1. Heated or insulated to maintain sealant pouring temperature during placement.
 - 2. Pour pots or similar container-type devices are not permitted.
- C. Heat Lance:
 - 1. Air temperature at discharge: Minimum 2,800 degrees F.
 - 2. Air velocity at discharge: Minimum 2,800 feet/second.

BITUMINOUS PAVEMENT JOINT CONSTRUCTION

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that weather and pavement conditions are suitable to perform the work.

3.02 CONSTRUCTION REQUIREMENTS

- A. General: Perform saw cutting, cleaning, and sealing as a single, continuous operation.

- B. Cleaning:

- 1. Dry Sawing:

- a. Thoroughly remove all loose materials from the joint cavity with a 100 psi air blast.
 - b. Blow or brush all dry dust and materials from the adjacent pavement surface.

- 2. Wet Sawing:

- a. Thoroughly wash all loose materials from the joint cavity with a minimum 50 psi water blast.
 - b. Dry washed joints with a 100 psi air blast.
 - c. Repeat process if air blast produces dirt or other residue from the cavity.
 - d. Flush all sawing slurry from the adjacent pavement surface.

- 3. If cleaning operations interfere with, or impact adjacent traffic, provide protective screening around work area, in accordance with MMUTCD.

- C. Sealing:

- 1. Comply with manufacturer's recommendations for heating and application of sealant.
 - 2. Do not heat sealant above the manufacturer's safe heating temperature.
 - 3. Maximum pot life of the sealant at the pouring temperature: 6 hours.
 - 4. Place bond breaker tape in the bottom of the saw cut prior to sealing.
 - 5. Dry and warm joints with a hot compressed air heat lance immediately prior to placement of sealer.
 - 6. Place sealant in amounts such that, after cooling, the sealant level will be within 1/8 inch below the pavement surface.
 - 7. Do not overfill joints.

- 8. Return applicator wand and recirculate sealant after completing each joint.
 - 9. Use squeegee as required to force sealant into narrow joint shapes.
 - 10. The final appearance shall present a neat fine line.

3.03 REPAIR

- A. Re-saw unsealed joints which have been subjected to traffic.

3.04 PROTECTION

- A. Do not apply sand to completed joints.
- B. Do not open work area to traffic until sealant is tack free.

END OF SECTION

BITUMINOUS SEAL COAT (MnDOT 2356)

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes application of bituminous material followed by cover aggregate on an existing bituminous pavement.
- B. Basis of Payment:
 - 1. Payment for acceptable quantities of seal coating shall be at the contract unit price as listed on the Bid Form. All associated work items shall be considered incidental.

1.02 REFERENCES

- A. MnDOT:
 - 1. 2356 - Bituminous Seal Coat
 - 2. 3127 - Fine Aggregate for Bituminous Seal Coat
 - 3. 3151 - Bituminous Material
 - 4. 3161 - Coating and Anti-Stripping Additive

1.03 SITE CONDITIONS

- A. Conduct seal coating operations in accordance with the following:
 - 1. When the pavement and air temperature are 70 degrees F or higher.
 - 2. When the relative humidity is less than 75 percent.
 - 3. When the road surface is clean and dry.
- B. Suspend operations when any of the above conditions cannot be met.

1.04 SCHEDULING

- A. Conduct seal coating operations in accordance with the following:
 - 1. Between June 13 and August 31.
 - 2. During daylight hours.
- B. Time of Completion:
 - 1. The Owner requires that all work and cleanup for the entire Project shall be completed and ready for final payment on or before August 31, 2017.

1.05 TRAFFIC CONTROL

- A. Provide barricades, warning signs and other devices as required to control traffic through the work zone. Provide traffic control 24 hours in advance of beginning Work.

- B. Provide flaggers and a pilot vehicle as required to direct and guide traffic through the construction zone.
- C. Provide advisory signs to control traffic speed through the construction zone (during and) after seal coating operations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Bituminous Materials: MnDOT 3151
 - 1. Type: Emulsified Asphalt
 - 2. Grade: Cationic - CRS-2
- B. Seal Coat Aggregate: In accordance with MnDOT 3127 as follows:
 - 1. FA-2, Granite
- C. Anti-Stripping Additive:
 - 1. Treat all bituminous material, except emulsions, with an approved antistripping additive such that the treated material will meet the requirements of MnDOT 3161.
 - 2. Mix additive with the bituminous material at the refinery.

2.02 EQUIPMENT

- A. Distributor shall be in accordance with MnDOT 2321.3CI.
- B. Aggregate Spreader:
 - 1. Mechanical type.
 - 2. Self-propelled.
 - 3. Mounted on pneumatic-tired wheels.
 - 4. Requirements:
 - a. Distribute aggregate uniformly at the designated rate.
 - b. Apply aggregate to the required width with sharply defined edges.
 - c. Operate on freshly applied aggregate without displacement.
- C. Pneumatic-Tired Roller:
 - 1. Self-propelled.
 - 2. Apply minimum load of 200 lbs/inch of rolling width.
 - 3. Smooth tread.
- A. Paver Broom:
 - 1. Rotary power broom.
 - 2. Requirements:
 - a. Clean road surface prior to application.

BITUMINOUS SEAL COAT (MnDOT 2356)

- b. Remove excess aggregate after application.

PART 3 EXECUTION

3.01 PREPARATION

- A. Complete all required repairs and reconditioning.
- B. Remove and dispose of all dirt and foreign matter on the road surface.
- C. Verify that the road surface is clean and dry prior to application.

3.02 APPLICATION

- A. Bituminous Material:
 1. Apply material at a uniform rate of 0.24 gallons per square yard without ridges or skips.
 2. The application temperature of the material shall be between 125 degrees and 185 degrees F.
 3. Apply only the quantity of material that can be immediately covered by the loaded aggregate spreaders.
 4. Do not permit traffic on the uncovered material.
 5. Place building paper to provide positive cutoff at transverse joints.
 6. Cover all manholes, valves, catch basins, and other such structures to protect them from seal coat materials. Remove and dispose of cover material immediately after constructing seal coat. Remove excess cover aggregate from manhole pick holes.
- B. Cover Aggregate:
 1. Apply material at a rate of 20 pounds per square yard.
 2. Apply material uniformly over the entire width of the bituminous film.
 3. Spread aggregate immediately following the application of the bituminous material.
 4. Do not allow bituminous material to remain uncovered for more than one minute.
 5. Correct any areas of non-uniform coverage by hand methods.
- C. Rolling Operations:
 1. Complete initial rolling within 5 minutes of aggregate application.

2. Provide 5 complete coverages over the full width of the pavement surface.
3. Complete all rolling operations within 30 minutes of aggregate application.
4. Operate a minimum of two rollers during rolling operations.
5. Maximum operating speed: 5 mph.
6. Begin rolling at outer roadway edge and proceed longitudinally toward the centerline.
7. Lightly broom the aggregate during rolling operations as required to achieve uniform appearance.

3.03 FIELD QUALITY CONTROL

- A. During application, the aggregate shall not contain more than 2 percent (by weight) of free surface moisture.
- B. Correct any variations in aggregate coverage exceeding 10 percent of the designated application rate.

3.04 PROTECTION

- A. Do not allow traffic on the sealed road surface until all rolling operations are completed and the bituminous material has set to the satisfaction of Engineer.

3.05 AGGREGATE REMOVAL

- A. Remove surplus aggregate from the roadway surface within 7 days after application. All traffic control devices shall be removed immediately after removal of surplus aggregate.
- B. Conduct removal operations in the morning hours while the pavement surface is cool.
- C. All surplus aggregate shall become property of the Contractor and disposed of outside of the project area.

DRAWN BY:	CLM
DESIGNER:	JLB
CHECKED BY:	JLB
DESIGN TEAM:	
NO. BY:	
DATE:	

REVISIONS	

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A duly LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 7/18/12

JASON BLACK, P.E.
L.E. NO. 43373



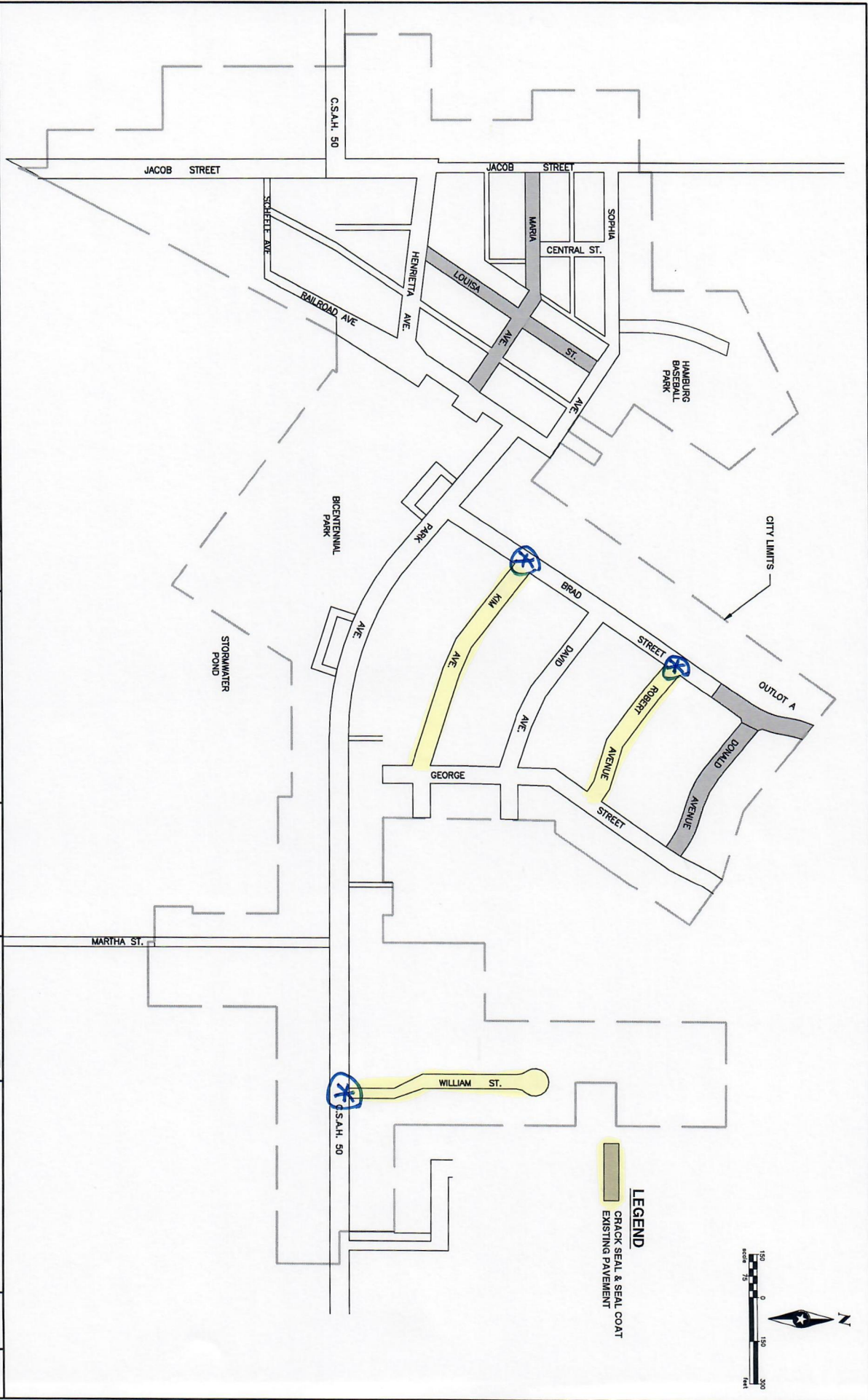
SEH
107 MAIN STREET, S.
MINNEAPOLIS, MN 55401-0200
www.sehinc.com

2012 SEAL COAT PROJECT
HAMBURG, MINNESOTA

PROJECT LOCATION

FILE NO. HAMBURG 121418

1/1



**QUOTE FORM
2017 SEAL COAT PROJECT
HAMBURG, MINNESOTA
JUNE 5, 2017**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Seal Coat Aggregate (FA-2) with Bituminous Material for Seal Coat (CRS-2)	S.Y.	_____	\$ _____	\$ _____
2	Saw/Seal Joint (Crack Fill)	L.F.	_____	\$ _____	\$ _____
TOTAL				\$ _____	_____

Date for Starting Work: _____

Date for Completing Work: _____

SUBMITTED BY:

Corporation Name (SEAL)

State of Incorporation

By (Authorized Signature)

Name (typed or printed)

Title

Business Address

Phone

Facsimile

E-mail

Date Submitted



**CONTRACT FOR COLLECTION, TRANSPORTATION AND DISPOSAL
OF RESIDENTIAL AND COMMERCIAL REFUSE AND COLLECTION,
TRANSPORTATION AND PROCESSING OF RECYCLEABLE MATERIALS FOR THE
CITY OF HAMBURG, MINNESOTA**

THIS AGREEMENT is made and entered into this **20th day of August, 2014**, by and between the **CITY OF HAMBURG, MINNESOTA**, a Municipal Corporation organized and existing under the laws of the State of Minnesota (the "City") and **WASTE MANAGEMENT OF MINNESOTA, INC**, a Minnesota Corporation ("Contractor").

WITNESSETH:

WHEREAS, The City of Hamburg has found and determined that the public health and safety of the City will be promoted and preserved by establishing with a private contractor an arrangement for the collection, transportation, and disposal of solid waste produced, kept and accumulated within the City; and

WHEREAS, the City desires to maintain a curbside collection, transportation and disposal of refuse materials from within the City and

WHEREAS, pursuant to appropriate action heretofore taken, the City has determined the Contractor to be qualified to carry out the terms of this Contract,

WHEREAS, the service fees proposed by the Contractor are acceptable to the City,

NOW, THEREFORE, in consideration of the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

SECTION 1. TERM:

The Contract will commence as of the 1st day of August 2014, and will terminate on July 31, 2017.

SECTION 2. DEFINITIONS:

- A. Solid Waste: Solid Waste shall mean wastes, garbage and rubbish of all kinds that accumulate in the ordinary operation of a residential unit. It shall not include unacceptable waste, as defined in Section 11 hereof.
- B. Place or Premises: Place or premises shall mean any dwelling house, dwelling unit, multiple dwelling, building, trailer, mobile home park, and every other place or premises where any person resides within the City.
- C. Residential Unit: Residential unit as used herein shall mean any structure in which one or more persons reside in up to three dwelling units.
- D. Person: Person shall mean and include any natural person, corporation, firm or association.
- E. Compulsory Disposal List: The compulsory disposal list shall mean the list of residential units within the City, who by the provisions of City ordinances, are required to pay a monthly unit service fee for the collection, transportation and disposal of solid waste. Vacant premises or premises where all persons are absent for a period of thirty (30) days or more will be removed from the compulsory disposal list during such vacancies.
- F. Multiple Residences: Multiple Residences shall mean any single structure containing four (4) or more dwelling units.
- G. Recyclable: Recyclables shall mean the following items:
 - 1. Magazines, brown paper bags, newspapers, paperboard, junk mail, phone books, paper cardboard
 - 2. Cardboard
 - 3. Rinsed clean aluminum cans, tin and steel cans
 - 4. Rinsed and clean glass bottles and jars (OK with lids on)

5. Rinsed clean plastic bottles and containers marked #1-7.
6. Shredded paper is accepted in a paper bag with top stapled shut.

SECTION 3. EXCLUSIVE PERMIT:

The contractor shall have, if all terms and provisions of the Contract are met, an exclusive permit for the collection, transportation and disposal of all residential and commercial solid waste and recyclable material as herein defined from or with the City.

SECTION 4. RENEGOTIATIONS:

The parties do hereby agree to meet and discuss with each other any suggested changes or amendments to this contract in order to minimize or eliminate inequities as may arise and be found to exist in the strict performance of the provisions hereof. Any amendment, modification or change of any provision of this contract must be in writing signed by both parties hereto

SECTION 5. RESIDENTIAL SOLID WASTE COLLECTION:

The Contractor shall be the exclusive provider of residential services in the City and shall collect all refuse weekly and from approximately 172 residential units within the City. Contractor will collect, transport and dispose of all solid waste from all residential units within the corporate limits of the City, as the same are now, and as the same may hereafter be defined, as follows:

- A. Once weekly during each and every week of the year. The residents shall place all solid waste containers curbside no later than 7:00 AM on collection day.
- B. Owners and occupants of all residential units shall be required by the City to use an approved container for the disposal of solid waste.
- C. In no event shall the Contractor be required or suffer penalty for failure to perform a scheduled pickup when prevented from doing so as the result of an undue accumulation of snow and/or other catastrophic conditions.
- D. The City shall bill the individual households and make payment to the contractor on a monthly basis.
- E. The Contractor shall establish a weekly collection schedule, which shall specify the day or days, on which collection shall be made from each residential unit. This schedule may be altered and amended from time to time as the occasion may arise, in order to facilitate efficient collection and to maintain the health and safety of the community.

SECTION 6. RESIDENTIAL SOLID WASTE COLLECTION (FEES):

The Contractor's service fees for residential solid waste and recycle material collection shall be determined in accordance with the fee schedule attached hereto as Appendix "A". This schedule will be in effect during the period of August 1, 2014 until July 31, 2015. The fees will be adjusted by 2.5% for the period of August 1, 2015 through July 31, 2016, and by 2.5% for the period of August 1, 2016 through July 31, 2017. In the event the Contractor should incur any actual increases in government taxes/fees, the City agrees to those fees will be passed along to the resident or commercial customer.

The City agrees that in the event the disposal rates/tipping fees increase or decrease, the Contractor may do a disposal increase or decrease based on the tipping fees being charged.

Some items such as white goods (appliances), electronics, tires, batteries, etc. will require an additional fee. The Contractor will make arrangements with each resident on an as needed basis to remove such items at the current market rate.

SECTION 7. RESIDENTIAL COLLECTION OF RECYCLABLES (Single Sort):

The Contractor shall collect recyclable material from all residential units within the corporate city limits of the City, as follows:

- A. Collection: The Contractor will provide the collection of recyclables from each unit every other week.

- B. Containers: The Contractor will provide a Single Sort Cart for collection of all recyclable material to each residential unit. The cost of providing the cart will be built into the unit rate. Contractor shall be responsible for the maintenance of the carts and except in the case of abuse and/or misuse by a resident, shall replace free of cost.

SECTION 8. BILLING AND PAYMENTS TO THE CONTRACTOR:

Compensation to be paid by the Resident or Commercial Business to the Contractor for collection of solid waste and recycling shall be in accordance with the fee schedule found in Appendix "A". Payment is due upon receipt of the invoice

SECTION 9: ADJUSTMENT OF RATES:

Charges for garbage and recycling collection under this Contract shall be increased annually, beginning on August 1 of each succeeding year. The increase will be 2.5%.

In addition, the charges shall be adjusted to reflect any new or increases in Federal, State, County or Local taxes or other taxes, fees or similar charges relating to the collection of garbage and recyclable materials for the City of Hamburg.

SECTION 10. MUNICIPAL FACILITY SERVICE:

The Contractor will provide, at no additional charge, solid waste collection and recycling services for all municipal facilities in the City of Hamburg. The following City facilities and parks are Community Center/Fire Hall, Community Hall, City Parks and Water Treatment Plant. Additional services provided at no charge are listed in Appendix "A".

SECTION 11. TRANSPORTATION:

Upon collection by the Contractor of solid waste, as required by the nature and size of its equipment, such waste shall be promptly and in a workmanlike manner transported to the site of disposal or processing.

SECTION 11. DISPOSAL:

The Contractor shall haul and dispose of residential solid waste, at its own expense. The Contractor must comply with applicable County or District designation ordinances.

SECTION 13. UNACCEPTABLE WASTE:

No person shall be permitted to deposit among the solid waste any matter of unacceptable waste such as hazardous waste, batteries, used motor oil, tires, and any other material listed as unacceptable by the State of Minnesota. The Contractor shall not be required to collect any such unacceptable waste.

SECTION 14. COLLECTION OPERATIONS:

The Contractor shall furnish all labor and equipment as shall be necessary and adequate to insure satisfactory collection, transportation and disposal of solid waste material. The Contractor shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. Containers shall be handled with reasonable care to avoid damage and are to be replaced in an upright position. Any contents spilled shall be cleaned up and disposed of immediately in a workmanlike manner and all work to be performed hereunder shall be done so as to protect, to the highest extent possible, the public health and safety.

SECTION 15. COLLECTION EQUIPMENT:

The Contractor shall provide all equipment necessary for collection, transportation and disposal of solid waste material. Unless the material to be transported presents practical difficulties, all trucks shall be designed and built specifically for solid waste collection and shall be of the covered all-metal type so the material being collected and transported will not be seen, will not blow, fall or leak from the vehicle. The

Contractor shall maintain equipment used in the performance of this contract in a clean and sanitary condition.

SECTION 16. CONTRACTOR INSURANCE:

The Contractor shall carry and file policies or certificates therefore with the City of worker's compensation insurance, public liability insurance, automobile liability, personal injury and property damage insurance. The City shall be named as an additional insured in all such policies with the exception for worker's compensation insurance.

SECTION 17 CONTRACTOR PERFORMANCE:

If Contractor does not cure any failure to fulfill any of the provisions of the Contract within five (5) days of written notice from the City, the City may, at its option, declare the Contract immediately terminated and may thereafter hire such labor and equipment as may be necessary to perform the services contemplated by this Contract. The cost of such performance by the City shall be charged to and deducted from any compensation due the Contractor.

SECTION 18. ASSIGNMENTS AND SUBCONTRACTORS:

The Contractor shall not assign this Contract or any interest therein or any privilege or right granted therein without the written consent of the City Council. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, neither shall the Contractor subcontract all or any portion of the work to be performed hereunder without the written consent of the government body of the City Council.

SECTION 19. COMMERCIAL BUSINESS COLLECTIONS:

This contract also applies only to commercial solid waste and recyclable material as defined herein. Waste Management of Minnesota, Inc. is the exclusive hauler for commercial solid waste and recyclable material in the City of Hamburg.

SECTION 20. AMENDMENT OF CITY CODE TO ALLOW PRIVATE COLLECTION CONTAINERS:

The City and Contractor specifically acknowledge and agree that City may, either prior to or during term of this Contract, amend its City Code to provide for its citizens and others under its jurisdiction to privately contract for the limited use of a collection container on their premises for a limited period of time as to be set forth in the City Code.

SECTION 21. WAIVER:

The waiver by the City of any breach or violation of any term covenant, or condition of this Contract shall not be a waiver of any subsequent breach or violation of the same or any other term, covenant or condition hereof.

SECTION 22. DISPUTE:

In the event a dispute shall arise between the Contractor and the City, with respect to the amount of monthly compensation entitled to the Contractor from the City, duly appointed City and Contractor representatives should meet and endeavor to resolve the differences. Unresolved disputes that require legal action will be filed in Carver County Court. This contract shall be construed in accordance with the laws of the State of Minnesota.

SECTION 23. INDEPENDENT CONTRACTOR.

The Services shall be performed and furnished by Contractor as an independent contractor and not as an agent or employee of City. The services shall be performed under the sole supervision, management, direction and control of Contractor in accordance with the terms and conditions of this Contract. Contractor will have full control, including but not limited to hiring, firing and supervision, of its employees to assist in the performance of this Contract. Contractor further agrees that the services shall meet with the approval of City but that the detailed manner and method of performing the Services shall be

under the exclusive control of and in the complete discretion of Contractor. Contractor shall have no authority to act as an agent or employee of City nor to enter into any contract or contract for or on behalf of City.

SECTION 24. FORCE MAJEURE: Contractor's obligations hereunder shall be suspended in the event of a force majeure (Act of God, such as tornadoes, floods and other similar disasters or other causes beyond control of Contractor including but not limited to labor disputes).

SECTION 25. CONTRACT TERMS INCORPORATED BY REFERENCE FROM THE REQUEST FOR PROPOSALS:

The City and Contractor specifically acknowledge and agree that the terms and conditions set forth in the City's Request for Proposals (copy attached as an exhibit hereto and made a part hereof) also constitute additional terms and conditions of this Contract, unless specifically modified herein or by mutual written agreement of the City and Contractor.

SECTION 23. BINDING EFFECT:

The terms, covenants, and conditions of this Contract shall apply to, and shall bind and inure to the benefit of the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract, by their officers, as of the day and year first above written.

City of Hamburg

Waste Management of Minnesota, Inc.

By: Richard Malz
Richard Malz, Mayor

By: Chuck Rynda
Chuck Rynda, Vice President-Assistant Secretary

ATTEST:

Jeremy Gruenhagen
Jeremy Gruenhagen: City Clerk/Treasurer

Date: 9-9-2014

“APPENDIX A”

**CITY OF HAMBURG
REFUSE AND RECYCLING SERVICE CONTRACT**

Monthly Refuse Service Base Rates for August 1, 2014 – July 31, 2015. The current residential Municipal Solid Waste Tax of 9.75%, and the current commercial Municipal Solid Waste tax of 17%, are not included in the base rate listed below. It only applies to the refuse rates.

Residential Rates		
Container Size	Pretax Price	Price including MSW Tax
32 gallon trash	\$8.47	\$9.29
64 gallon trash	\$9.73	\$10.67
96 gallon trash	\$11.01	\$12.08
32, 64 or 96 gallon recycling	\$2.81	\$2.81
Combined Rates with Refuse and Recycling		
32 gallon		\$12.10
64 gallon		\$13.48
96 gallon		\$14.89
Commercial: Weekly		
2 yd trash	\$55.03	\$64.38
3yd trash	\$64.51	\$75.47
4yd trash	\$75.09	\$87.85
6ydtrash	\$97.00	\$113.49
8yd trash	\$118.36	\$138.48
Commercial Recycle Containers Weekly		
2yd		\$54.38
4yd		\$63.37
6yd		\$73.20
8yd		\$82.52
Compost Rolloff		\$176.40
Bulk & Extras		
Car Tires-no rim	\$10 plus applicable taxes	
Car Tires on rim	\$20 plus applicable taxes	
Truck Tires-no rim	\$20 plus applicable taxes	
Truck Tires on rim	\$30 plus applicable taxes	
Appliances & Electronics	\$25 plus applicable taxes	

There will be a 2.5% price increase in years two and three.

There will be no fuel charge or environmental fees for the three year term of the contract.

Services provided at No Charge:

Community Center/Fire Hall

Community Hall

City Parks

Water Treatment Plant

Up to Five events (Currently providing service for Ribfest, Pancake Breakfast, Zummerfest and the Fish Fry). Additional events may be added or changes made to the current list.

ANNUAL SPRING CLEAN UP:

The contractor will provide a city wide cleanup with no additional labor charges to the City. The City will be responsible for disposal fees and applicable taxes.