



HAMBURG CITY COUNCIL AGENDA

MAY 25, 2021

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

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

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

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Payment of Added May Claims List (\$40,161.90)**
 - **Approve Minutes for April 27, 2021 & May 11, 2021**
 - **Approve Time-off Request (Jeremy Gruenhagen)**
 - **Approve Liquor License Renewals**
 - **Parkside Tavern – On/Off Sale & Special Sunday (\$1,500)**
 - **Hamburg Lions Club – 3.2 Malt Liquor (No Fee)**

5. **Abdo, Eick, & Meyers**
 - **2020 City Financial Audit**

6. **Old City Business**
 - **COVID-19 Pandemic**
 - **Sanitary Sewer Service Line Illegal Connections (821 William St)**
 - **Public Nuisance(s) – 679/710 Park Avenue**
 - **May 24th Court Date**
 - **Intoxicating Liquor License (Hamburg Baseball Park)**
 - **Lease Agreement w/ Baseball Club**
 - **Approve Ordinance Number 165**
 - **Ordinance Amending Chapter 112 of City Code relating to On-Sale Intoxicating Liquor Licenses**

7. **New City Business**
 - **Retaining Wall Estimates for Community Hall**
 - **June 8th Settlement Hearing @ for Parcel 45.0282010**
 - **Parkside Tavern**
 - **Closing RR Street (Bean Bag League)**
 - **Tables on Sidewalk**
 - **WCH 2021 State Tournament Ad**



***HAMBURG CITY COUNCIL AGENDA
MAY 25, 2021***

8. City Council Reports

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

9. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
MAY 25, 2021***

COMMUNITY HALL & PARK ACTIVITIES

JUNE

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

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

MAY

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

JUNE

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

CITY OF HAMBURG
NOTICE OF A HAMBURG CITY COUNCIL MEETING
TUESDAY, MAY 25, 2021
7:00 P.M.

NOTICE IS HEREBY GIVEN, that the City of Hamburg City Council will hold a City Council Meeting on Tuesday, May 25, 2021 at 7:00 p.m., in the Council Chambers, 181 Broadway Avenue, Hamburg, MN.

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

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

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

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

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

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

2021 May Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - April 2020	\$3,027.20	5/11/2021
ACH	MN Dept. of Revenue	Divided	April 2020 State Withholding Tax Payment	\$525.00	5/11/2021
ACH	PERA	Divided	PERA Withholding - April 2020	\$780.04	5/11/2021
ACH	PERA	Divided	PERA Withholding - May 2020	\$538.83	5/11/2021
ACH	PERA	Divided	PERA Withholding - May 2020	\$492.80	5/25/2021
ACH	Optum Bank	General Gov't	City HSA Contribution for 2nd Qtr 2020 (Jeremy & Greg)	\$1,250.00	5/25/2021
ACH	HealthPartners	Divided	Health Insurance for May 2020	\$4,508.15	5/11/2021
ACH	Greg Schultz	Divided	Wages 4/19/2021 - 5/2/2021	\$2,053.26	5/11/2021
ACH	Tamara Bracht	Divided	Wages 4/19/2021 - 5/2/2021	\$803.90	5/11/2021
ACH	Mel Sprengeler	Park & Rec.	Wages 4/19/2021 - 5/2/2021	\$299.21	5/11/2021
ACH	Jeremy Gruenhagen	Divided	May Wages	\$2,038.66	5/11/2021
ACH	Google	General Gov't	Email Accounts (13) Administered by Google G Suite - 4 Added for	\$125.60	5/11/2021
ACH	Kwik Trip	General Gov't Bldgs	Non-Ox Fuel for City Small Engines	\$35.50	5/11/2021
ACH	ZOOM	General Gov't	Video Conferencing 5-6-21 to 6-5-21	\$16.09	5/11/2021
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for April 2020	\$30.60	5/11/2021
ACH	Optum Bank	General Gov't	HSA Admin Fee's for City Employees for 2nd Qtr 2020	\$1,250.00	5/11/2021
ACH	Verizon Wireless	General Gov't	(7) Cell Phone Lines	\$290.57	5/11/2021
ACH	Tamara Bracht	Divided	Wages 5/03/21 to 5/16/21	\$674.37	5/25/2021
ACH	Greg Schultz	Divided	Wages 5/03/21 to 5/16/21	\$1,954.55	5/25/2021
ACH	Mel Sprengeler	Park & Rec.	Wages 5/03/21 to 5/16/21	\$335.23	5/25/2021
ACH	Jeremy Gruenhagen	Divided	May Wages (Rounds)	\$2,273.13	5/25/2021
Debit Card	UPS	Water	1 Water Sample Overnighted	\$12.52	5/25/2021
Debit Card	Hamburg Post Office	Water	4 Water Samples Priority Mailed	\$44.25	5/25/2021
Debit Card	USPS	General Gov't	EDDM Postage for May 14, 2021 Newsletter	\$75.07	5/25/2021
20603	CarQuest Auto Parts	General Gov't Bldgs	Zip Ties	\$13.47	5/11/2021
20604	Carver County Tax Payer Services	Storm Water	Parcel 45.0282600 Special Assessment JD3A	\$1,428.00	5/11/2021
20605	CarverLink/MetroNet	Divided	Internet/Phone	\$161.34	5/11/2021
20606	Cintas	Hall	Cleaning Supplies	\$81.83	5/11/2021
20607	Coordinated Business Systems	General Gov't	Intermedia Monthly Equipment Base Rate for Feb & April	\$132.77	5/11/2021
20608	Dammann Seed Sales	Park & Rec.	Athletic Turf Mixture #25lb. Bag	\$60.00	5/11/2021
20609	ECM Publishers	Hall	NYA Guide - Hall Advertisement	\$275.00	5/11/2021
20610	Gopher State One	Divided	April Locates (19 Requests Billable at \$1.35 each)	\$25.65	5/11/2021
20611	Hoff Barry P.A.	General Gov't	Correspondence & Document Prep. for Pond Annexation	\$386.00	5/11/2021
20612	Home Solutions	Hall	Kwik Seal for Hall Cooler	\$4.31	5/11/2021
20613	Loffler	General Gov't	April Copies	\$76.19	5/11/2021
20614	MNSPECT	Public Safety	Commercial / Residential Permits & Inspections for April	\$1,223.38	5/11/2021
20615	MVTL Labs, Inc.	Sewer	Final Pond Discharge - Sample Dates April 29 & May 4, 2021	\$280.75	5/11/2021
20616	Peeps Repair LLC	Public Safety (FD)	Headlight Switch Repair on Rescue Truck	\$256.28	5/25/2021
20617	Runnings Supply Inc.	Divided	Waterproof Boots for Public Works, Round-Up for City Grounds	\$310.96	5/11/2021
20618	Thein Well	Water	Annual Inspection of Pumps and Wells	\$275.00	5/11/2021
20619	Viking Bottling Company	Park & Rec.	Park Pop Machine Fill	\$215.00	5/11/2021
20620	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for April	\$513.75	5/11/2021
20621	Waste Management	Sanitation	30 Yard Flat Green Yard Waste Container	\$296.04	5/11/2021
20622	Wm. Mueller & Sons	Divided	Fuel for City Vehicles and Equipment	\$192.45	5/11/2021
20623	Xcel Energy	Divided	Electricity/Natural Gas	\$1,174.61	5/25/2021
20624	Diana Kroells	General Gov't Bldgs	Reimbursement for Outdoor Flowers at City Hall	\$79.09	5/25/2021
20625	Xcel Energy	Divided	Re-issued Payment because check # 20584 was lost in the mail	\$3,702.40	5/25/2021
20626	Business Essentials	Divided	Bath Tissue, Hardroll Paper Towels, Foaming Handwash	\$342.76	5/25/2021
20627	Canon Financial Services	General Gov't	Canon Copier Gov't Contract for May	\$33.13	5/25/2021
20628	Carver County	Public Safety	Liquor License Background Checkfor Lions and MES, 1st Half of 20	\$8,986.50	5/25/2021
20629	Kirvida	Public Safety (FD)	2021 Annual Pump Testing on Engine's #11 & #12	\$950.62	5/25/2021
20630	League of MN Cities Insurance Trust	Divided	Workers Comp. Insurance	\$6,772.00	5/25/2021
20631	Melchert-Hubert & Sjodin PLLP	General Gov't	Legal Fee's for Storm Sewer, Purchasing Policy, Liquor License, Ce	\$6,206.20	5/25/2021
20632	Menards	Divided	Ant Traps, Safety Vests, Car Cleaner, Dawn Dish Soap, Air Freshne	\$66.25	5/25/2021
20633	MN Dept. of Health	Water	2nd Quarter Community Water Supply Service Connection Fee	\$525.00	5/25/2021
20634	Municipal Emergency Services	Public Safety (FD)	1 Set of TecGen Gear (Coat & Pant)	\$2,577.45	5/25/2021
20635	MVTL Labs, Inc	Sewer	Lab Fee's for Sewer Pond Water Sample from May 18, 2021	\$100.25	5/25/2021
20636	Per Mar	Sewer	Base Alarm Monitoring for Sewer 6/3/21 - 9/2/21	\$92.07	5/25/2021
20637	Plunkett's Pest Control	General Gov't Bldgs	General Pest Control at City Hall & FD 5-17-21	\$39.37	5/25/2021
20638	Xcel Energy	Divided	Electricity/Natural Gas	\$1,146.00	5/25/2021
				\$62,436.40	
			May Claims	\$22,274.50	5/11/2021
			Added May Claims	\$40,161.90	5/25/2021
			Total May Claims	\$62,436.40	



HAMBURG CITY COUNCIL MEETING
APRIL 27, 2021

Mayor Lund called the Hamburg City Council Meeting to order at 7:00p.m. Those in attendance via ZOOM were Councilman Tim Tracy, Councilman Scott Feltmann, Councilwoman Jessica Weber, Councilman Eric Poppler, City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Carver County Arts Consortium Barb Hone.

Public Comment

Carver County Arts Consortium - Barb Hone presented the 2021 Public Arts Project titled "Purple Reign". Carver County is/has been home to many amazing artists from varying art backgrounds. This year's honoree is Prince, who will be inducted into the Arts Consortium, posthumously.

As his birthday is June 7th, the entire month of June will be dedicated to honoring him thru-out Carver County by decorating in purple.

A ceremony will be held on June 17th at the Chaska Community Center.

Each town is being asked to decorate in purple and share pictures with the Arts Consortium.

Agenda Review (Added Items) and Adoption

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

Consent Agenda

- Approve Payment of Added April Claims List (\$15,957.01)
- Approve Cash Flow Statements for March 2021
- Purple Reigns – Painting the County Purple
- NYA Small Business Seminar & Breakfast

MOTION: Councilman Tim Tracy moved to approve the Consent Agenda. Seconded by Councilman Eric Poppler. Motion was unanimously approved with all Council Members present.

Old City Business

- State of MN - Office of State Auditor
 - Attorney General's Office Letter (Cell Phone Contracts)
 - Credit Card Use and Policies
 - The Personnel Committee met to review the recommendations from the City Attorney and the City Auditor. The committee decided to discontinue the cell phone government discount plan as of May 24th. City Clerk Gruenhagen will work with the bank to change the debit card over to a credit card, and will work with the City Attorney to create a credit card policy.



HAMBURG CITY COUNCIL MEETING
APRIL 27, 2021

- Public Nuisance(s) – 679/710 Park Avenue
 - May 13th Court Date
 - City Clerk Gruenhagen and Mayor Lund met with the homeowner to conduct an inspection. There were several items still in violation.

- Parcel 11.0282010 Annexation
 - City Attorney discovered that this parcel has been in city limits since 1955. Carver County will be assigning it a new parcel number and updating the County GPS website. City Clerk Gruenhagen will be working with the City Planner on zoning the parcel.

New City Business

- Intoxicating Liquor License (Hamburg Baseball Park)
 - City Clerk Gruenhagen is working with the City Attorney to draft a leasing contract that will enable an intoxicating liquor license.
- 2021 Brush Pile (Pond) Schedule
 - A sign-up sheet will be available for each Council Member to close the ponds at noon on select Saturdays throughout the summer months.

City Council Reports

- Councilmember Scott Feltmann
- Councilmember Eric Poppler
- Councilmember Jessica Weber
- Councilmember Tim Tracy
- Mayor Chris Lund
 - SW Metro Transit will be holding a Highway 212 road project update meeting this Friday at 7:30 a.m. May 4th will be the ground-breaking ceremony for the Hwy. 212 project from Chaska to Cologne.
 - Hamburg Hawks play at 7:30 p.m. Friday night.
 - The Hamburg Lions served 215 breakfast meals last Saturday at the Bi-Centennial Park.

MOTION: Councilman Tim Tracy moved to adjourn the city council meeting at 7:29 p.m. Seconded by Councilman Eric Poppler. Motion was unanimously approved with all Council Members present.

Submitted on May 13, 2021
by Deputy Clerk Tamara Bracht

Amended/Approved on May 21, 2021

Jeremy Gruenhagen, Clerk/Treasurer



HAMBURG CITY COUNCIL MEETING
MAY 11, 2021

Mayor Lund called the Hamburg City Council Meeting to order at 7:00 p.m. Those present in Council Chambers were Councilman Tim Tracy, Councilman Eric Poppler, Councilman Scott Feltmann, and Councilwoman Jessica Weber. City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Steven Siewert, Resident Dave Chadwick, Via ZOOM were residents James and Janet Shoemaker.

Public Comment – No Public Comment.

Agenda Review (Added Items) and Adoption

- Remove Parkside Tavern from New City Business (Tabled)

MOTION: Councilman Tim Tracy moved to approve the Agenda Review as amended. Seconded by Councilman Eric Poppler. The motion was unanimously approved with all Council Members present.

Consent Agenda

- Approve Payment of Added April Claims (\$7,479.65)
- Approve Payment of May Claims List (\$22,274.50)
- Approve Minutes for April 13, 2021
- Approve Resolution Number 2020-04 (Community Festival)
- Delinquent Utility Bills Report

MOTION: Councilman Tim Tracy moved to approve the Consent Agenda as written. Seconded by Councilman Eric Poppler. The motion was unanimously approved with all Council Members present.

Hamburg Fire Department – Fire Chief Siewert

- COVID-19 Pandemic
 - Nothing new to report. The HFD is well stocked with PPE.
 - City Clerk suggested and all Council Members agreed to resume in-person Council Meetings in July.
- Gear Dryer/Washer
 - City Clerk: Received 2 electrical bids but are still seeking a 2nd bid for the mechanical portion of the project.
- Purchase iPads for Active 911
 - Using Gambling Proceeds, the FD would like to purchase 6 I-pads at \$350.00 each. 5 of the units would be stationed in each vehicle that leaves the garage and the 6th for in-house use for truck checks, etc. The I-pads would be used for navigation assistance, building blueprints, hazardous waste storage at businesses, fire hydrant locations, defibrillator locations in buildings etc. Would the city be



HAMBURG CITY COUNCIL MEETING
MAY 11, 2021

- willing to pay the \$40.00 monthly data plan on each I-pad through the city's Verizon Wireless contract?
- Mayor Lund tabled the discussion until the May 27th meeting to allow the City Clerk time to check into where that funding could potentially be pulled from in this year's budget.
- Accept Retirement of Firefighter Chris Petz
 - Retirement date was April 30th after having served 10 years with the HFD.
 - **MOTION: Councilman Scott Feltmann moved to accept Chris Petz's retirement on April 30, 2021 after 10 years of service on the Fire Department. Seconded by Councilman Eric Poppler. The motion was unanimously approved with all Council Members present.**
- Autopulse. HFD is using money from the Relief Fund to purchase a 2-year-old Auto-Pulse that is for sale for \$5,000.

Old City Business

- Public Nuisance(s) – 679/710 Park Avenue
 - May 13th Court Date – extra time was given to complete tasks.
 - Mr. Chadwick: informed council that red rock has been ordered. City Clerk inquired about the expired roofing permit and the extension paperwork that was sent a month ago. Mr. Chadwick stated that he will turn that in.
 - Next scheduled court date is May 24, 2021
- Parcels 45.0282010/45.9990100 Annexation
 - The parcel was found to have been annexed into the city in 1955 per documents filed at the Carver County records department. Carver County GIS mapping is incorrect. City Clerk is inquiring into zoning.
- Intoxicating Liquor License (Hamburg Baseball Park)
 - Lease Agreement w/ Baseball Club
 - Amendments to Chapter 112 (On-Sale Intoxicating Liquor Regulations) of Hamburg City Code. City Clerk is looking to approve the changes by Ordinance at the May 25th, 2021 Council Meeting.

New City Business

- ~~Parkside Tavern~~
 - ~~Closing RR Street (Bean Bag League)~~
 - ~~Tables on Sidewalk~~
- Allow Renting of Tables/Chairs (Comm Hall)
 - Councilman Feltmann suggested setting aside specific tables and chairs to minimize any potential damage.



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

- 2020 City Financial Audit
 - City Clerk is finalizing a few items with the audit and Abdo, Eick, & Meyers will present the Audit at the May 25, 2021 Council Meeting.
- Hold Second City Council Meeting for May
 - May 25, 2021 @ 7:00 PM
 - **MOTION: Councilman Tim Tracy moved to hold a second May City Council Meeting on May 25, 2021 at 7:00 p.m. Seconded by Councilman Scott Feltmann. The motion was unanimously approved with all Council Members present.**

City Council Reports

- Councilmember Scott Feltmann had nothing further to report.
- Councilmember Eric Poppler had nothing further to report.
- Councilmember Jessica Weber had nothing further to report.
- Councilmember Tim Tracy
 - Has the duck fence been moved yet? Yes, but there are a few items they need to finalize (grading).
- Mayor Chris Lund
 - The League of MN Cities is holding their annual Conference virtually on June 22-25, 2021. Let city staff know if you are interested in attending.

MOTION: Councilman Tim Tracy moved to adjourn the City Council Meeting at 7:48 p.m. Seconded by Councilman Eric Poppler. The motion was unanimously approved with all Council Members present.

Submitted on May 21, 2021
by Deputy Clerk Tamara Bracht

Amended/Approved on May 21, 2021



Jeremy Gruenhagen, Clerk/Treasurer

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: May 21, 2021

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: June 11th
June 14th

How many **Vacation** hours will be used? 16

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

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

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

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

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: _____

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen 5-21-21
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



BALLPARK USE AGREEMENT

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

RECITALS

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

TERMS

The City and the HBC agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Duration.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Loss by Casualty.** If the Ballpark is damaged by casualty and the cost of restoration exceeds twenty-five percent (25%) of the then present market value of the Ballpark, or if the City believes in good faith that the City will be unable to restore the Ballpark within one hundred eighty (180) days following a casualty, the City may terminate this Agreement by giving the HBC written

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

12. Default by the HBC.

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

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

13. Default of City.

13.1. Event of Default. The City shall not be deemed to be in default under this Agreement until the HBC has given the City written notice specifying the nature of the default and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default, where such default is of such a character as to reasonably require more than thirty (30) days to cure.

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

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

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

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

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

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

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

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

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

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

15.3. **Certificates.** Within twenty (20) days of the date this Agreement is fully executed and annually thereafter, the Parties shall deliver to each other certificates of insurance or copies of policies of insurance showing the above-described coverage to be in effect with premiums fully paid. The certificates or policies of insurance for the HBC shall provide that the City shall be notified in writing thirty (30) days prior to any cancellation of, material change in, or failure to renew such insurance. The HBC shall cause its policies to be endorsed to require such notification, thereby binding their insurers to provide the same.

15.4. **HBC's Failure to Obtain Insurance; Escalation.** If the HBC fails to obtain the insurance called for in Section 155, as required by this Agreement, the City may obtain such insurance at the expense of the HBC. The amounts of coverage for any insurance required to be maintained by the HBC under this Agreement may be adjusted by the City at the conclusion of each three (3) year period during the Term to an amount that is commercially reasonable and is customarily maintained by users/tenants in comparable properties in the Minneapolis-St. Paul metropolitan area. The City shall provide the HBC with written notice of any such adjustment.

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

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

15.7. **Indemnification.**

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

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

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

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

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

As to City of Hamburg:

City of Hamburg
Attention: City Clerk-Treasurer
P.O. Box 248
Hamburg, MN 55339

As to Hamburg Baseball Club:

Hamburg Baseball Club

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

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow.]

SIGNATURE PAGE TO BALLPARK USE AGREEMENT

CITY OF Hamburg, MINNESOTA

By: _____
Chris Lund

Its: Mayor

By: _____
Jeremy Gruenhagen

Its: City Clerk-Treasurer

SIGNATURE PAGE TO BALLPARK USE AGREEMENT

HAMBURG BASEBALL CLUB, INC.

By: _____

Richard Schug

Its: President

Exhibit A

Legal Description of Ballpark

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

Exhibit B
Diagram of Ballpark



Exhibit C

Operation, Maintenance, Repair, and Improvement

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

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

MELCHERT • HUBERT • SJODIN, PLLP

MEMORANDUM

DATE: May 10, 2021
TO: Jeremy Gruenhagen
FROM: Jacob Saufley
RE: Presentation of Amendments to Liquor Ordinances

Introducing a proposed ordinance numbered as Ord. No. 165, which amends § 112.20 and § 112.22(E) of the Hamburg Code of Ordinances. A copy of the proposed ordinance is available on the City website.

First, this ordinance amends Code § 112.20, which relates to the number of on-sale intoxicating liquor licenses available for issue by the City of Hamburg. Currently, the number of on-sale intoxicating liquor licenses available to be issued by the City is restricted far below the number allowed under state law. The proposed amendment eliminates this restriction and allows the City to issue the number of licenses allowed by state law for a city the size of Hamburg.

§ 112.20 NUMBER OF LICENSES WHICH MAY BE ISSUED.

Council is authorized, but not required, to issue the number of liquor licenses established by M.S. § 340A.413, as it may be amended from time to time, unless that number is increased by the procedures described therein.

Second, this ordinance amends Code § 112.22(E), which regulates the kinds of on-sale intoxicating liquor licenses. The amendment brings Code § 112.22(E) into alignment with, and clarifies existing references to, state law. There are several technical changes that intend to make clear those statutory subdivisions that are referenced by Code § 112.22(E). Additionally, the amendment clarifies that alcohol sales otherwise allowed under Minnesota Statute § 340A.404 Subd. 4(a) are prohibited at youth sporting events. These changes are consistent with state law for a city the size of Hamburg.

**CITY OF HAMBURG
ORDINANCE NUMBER 165**

AN ORDINANCE RELATING TO ON-SALE INTOXICATING LIQUOR LICENSES

THE CITY COUNCIL OF THE CITY OF HAMBURG, MINNESOTA, DO ORDAIN:

Section 1.

Section 112.20 of Title XI, Chapter 11 of the Code of Ordinances for the City of Hamburg is hereby repealed and a new Section 112.20 is adopted as follows:

SECTION 112.20 NUMBER OF LICENSES WHICH MAY BE ISSUED.

The Council is authorized, but not required, to issue the number of liquor licenses established by M.S. § 340A.413, as it may be amended from time to time, unless that number is increased by the procedures described therein.

Section 2.

Section 112.22(E) of Title XI, Chapter 11, of the Code of Ordinances for the City of Hamburg is hereby repealed and a new Section 112.22(E) is adopted as follows:

SECTION 112.22 KINDS OF LIQUOR LICENSES.

(E) On-sale intoxicating liquor licenses, which may be issued to the following establishments as defined by M.S. § 340A.101, as it may be amended from time to time, and this chapter: hotels, restaurants, bowling centers, clubs or congressionally chartered veterans organizations, and exclusive liquor stores. Club licenses may be issued only with the approval of the Commissioner of Public Safety. The fee for club licenses established by the Council under § 112.23 shall not exceed the amounts provided for in M.S. § 340A.408, Subd. 2(b), as it may be amended from time to time. The Council may in its sound discretion authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at a community festival held within the city under the provisions of M.S. § 340A.404, Subd. 4(b), as it may be amended from time to time. The Council may in its sound discretion authorize a retail on-sale licensee to dispense intoxicating liquor off the licensed premises at any convention, banquet, conference, meeting, or social affair conducted on the premises of a sports, convention, or cultural facility owned by the city, under the provisions of M.S. § 340A.404, Subd. 4(a), as it may be amended from time to time.

Section 3.

Effective Date. This Ordinance shall be in full force and effect upon its passage, adoption and publication according to law.

Passed and Adopted by the City Council of the City of Hamburg, Minnesota, this 25th day of May, 2021.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk-Treasurer

(City Seal)

M/ _____	Feltmann	_____
	Lund	_____
S/ _____	Poppler	_____
	Tracy	_____
	Weber	_____

Customer: City of Hamburg
 Company: 181 Broadway Ave,
 Address: Hamburg, MN 55339

Home Phone: -
 Work Phone: -
 Cell Phone: -
 Fax: -
 Email: -

April 22, 2021



416 Park Circle, Norwood Young America, MN, 55368
 612 382 3400 Ron@rootslandscapingmn.com

City Hall Replacement Retaining Wall

DESIGN & SITE PREPERATION	<u>Amount</u>	<u>Cost</u>
<ul style="list-style-type: none"> • Labor to remove concrete wall <ul style="list-style-type: none"> • Labor to remove fence • Labor to remove rock • Labor to remove 5ft of asphalt behind wall • Hauling and material to WM Mueller's yard in Hamburg • Delivery of materials 		\$2,520.00 \$220.00 \$250.00
GARDEN BED WORK	<u>Amount</u>	<u>Cost</u>
<ul style="list-style-type: none"> • Pulverized Dirt • Seed to fix area in front of wall that was damaged • Seed Aid 	2 cu yds 460 sq ft 1 bag	\$180.02 \$43.70 \$96.55
HARDSCAPE WORK	<u>Amount</u>	<u>Cost</u>
<ul style="list-style-type: none"> • Retaining Walls <ul style="list-style-type: none"> • County Tribute Gray 6" Block with Grid 	444.00 fac ft	\$17,862.24
Misc. Projects		<u>Cost</u>
<ul style="list-style-type: none"> • Concrete Seal wall the help from salt. 		\$620.00
INCLUDED WITH COSTS		
<ul style="list-style-type: none"> • Design Fee • Labor • Cleanup and repairs at completion of project • Workers Comprehensive Insurance • Public Liability Insurance • Sales Tax 		

PROPOSAL AS DESCRIBED ABOVE

\$21,792.51

CONTRACT DOCUMENT AND LIEN CLAIMANT NOTICE

The contract amount in accordance with the aforementioned specifications to be:

\$21,792.51

CANCELLATION: If buyer cancels his order, he will reimburse seller for the actual damages incurred, including, without limitation, engineering and special fabrication expenses.

WARRANTY: Seller's sole warranty hereunder is that any product sold hereunder shall be free from defects in material or workmanship for three years from completion date. Buyer, by executing this agreement, agrees that seller's obligation under this warranty shall be limited to a duty to repair or replace any defective materials provided notice thereof is given to seller promptly upon discovery of such defect by buyer; and buyer further agrees that seller will not be responsible for consequential damages or any further loss resulting from such defect or defects.

PLANT MATERIAL WARRANTY: One-year and one time only, covering materials and labor and provided the owner has properly cared for the plant material. Warranty excludes plants if damaged by an act of God such as hail, wind or long, harsh winters. There is no warranty on sod or seed. Perennials are covered by a 60-day warranty.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OR MERCHANT ABILITY AND FITNESS.

OWNER'S RESPONSIBILITIES:

- 1 Owner shall advise Roots Landscaping Inc. of any potential above ground and underground hazards and identify the location of such hazards. These include but are not limited to: overhead wires, underground wires, drainage tile, natural gas lines, irrigation systems, septic tanks, etc. Owner shall withstand any repair or moving costs if necessary.
- 2 If underground conditions (known or unknown to owner), such as rock or soil conditions, water or caverns cause Roots Landscaping Inc. any additional expenses for use of equipment, labor or materials to perform the work included under this contract, the owner shall be responsible for all costs and expenses to do such work.
- 3 Owner shall allow photographs for marketing purposes at no cost to Roots Landscaping, Inc

TITLE: Title to all equipment, merchandise, and property sold hereunder shall remain in seller until all amounts due or to become due hereunder shall have been paid in full, and all of said equipment, merchandise, and property shall remain personal property whether or not it is attached, and regardless of the manner in which it is attached, to the real estate on which it is located or situated.

LIEN CLAIMANT NOTICE: As required by the Minnesota Construction Lien Law, Contractor hereby notifies the owner of the following: "(a)" Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions: "(b)" Under Minnesota Law, you have the right to pay persons who supplied labor and materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor and materials for the improvement and who gave you timely notice.

GOVERNING LAW: This agreement shall be accepted in, governed by, and construed in accordance with the Laws of the State of Minnesota.

COMPLETE AGREEMENT: This agreement, together with the purchaser's statement referred to herein, constitutes the complete agreement of the parties with respect to the subject matter hereof, superseding any and all prior agreements, written or oral. All agreements are subject to formal acceptance by Roots Landscape Services, Inc

A down payment of \$7,300.00 is required upon signing of contract. An additional \$7,270.00 is required upon delivery of materials. Additional draws every two weeks based on work completed. Final payment is due upon completion. An annual service charge of 18% will be charged on all past due accounts.

"I have read and received a copy of the "Contract Agreement and Lien Claimant Notice"

Signature: City of Hamburg

Signature: Ron Wischnack - Roots Landscaping Inc.

Email Address

Date

4 SEASONS CONSTRUCTION INC.

PO Box 354

HUTCHINSON, MN 55350

(320)-587-1066

BID PROPOSAL FOR:

City Of Hamburg

5/21/2021 181 Broadway Ave. P.O Box
248 Hamburg, MN 55339
952-290-3541

[publicworks@cityofhamburg
mn.com](mailto:publicworks@cityofhamburg.mn.com)

DESCRIPTION OF SERVICE	COST
560 sq ft. wall installed Allowance	\$ 19,040.00
Demo Fence Allowance	\$ 750.00
Demo Old Wall Allowance	\$ 4,200.00
Demo 6' of asphalt Allowance	\$ 1,750.00
30 yds. Excess soiled hauled away Al	\$ 1,150.00
Lawn Repair Allowance	\$ 1,650.00
Project Total	\$ 28,540.00

WCH 2021 CORPORATE & GENERAL AD RATES



CORPORATE LEVEL SPONSORSHIPS

If interested in participating with CORPORATE LEVEL please check the appropriate box.

Ad Level	Price	Please mark your choice
Platinum +	\$10,000	
Platinum	\$5,000	
Diamond	\$2,500	
Gold	\$1,500	

Call Chris Ohm 763-656-3925, or Bob Roepke 612-414-1284 with any questions

GENERAL AD RATES

If interested in participating with GENERAL AD(S) please check the appropriate box(es) with quantity and black & white or color choice.

Ad Unit	Actual Size	Price	Color \$	Quantity	Color	B&W
Eighth Page	3.7" x 2.4"	\$100				
Quarter Page	3.7" x 4.9"	\$150	\$250			
Half Page	7.5" x 4.9"	\$250	\$450			
Full Page	7.5" x 10"	\$500	\$800			
Roster Strip	7.5" x 2"	\$250				

Call Greg Gestach (Director of Sales) 952-261-3416, or Bruce Johnson (Greater MN Communications) 612-203-0555 with any questions

Please make checks payable to: **WCH 2021**

Please mail checks to:

Tim Hukreide - WCH 2021 Treasurer
555 Ravencroft Road
Waconia, MN 55387

Email ad copy & artwork to:

Greg Gestach at ggestachdos@gmail.com

Advertiser Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Total Cost: _____

Comments/Questions: _____

Signature: _____

WCH 2021 Site Contact: _____

Please respond before June 15, 2021. For any questions please call Chris at 763-656-3925 or Bruce at 612-203-0555



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