



## **HAMBURG CITY COUNCIL AGENDA** **MAY 9, 2017**

1. **Call Public Hearing to order at 7:00 PM (Ordinance Number 154)**
2. **Move to Close Public Hearing**
3. **Call City Council Meeting to Order**
  - Pledge of Allegiance
4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
5. **Agenda Review (Added Items) and Adoption**
6. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Approve Minutes for April 11<sup>th</sup> & 24th, 2017**
  - **Approve Added Claims List for April 2017**
  - **Approve Claims List for May 2017**
  - **Clarke Mosquito Control 2017 Schedule**
  - **MPCA Letter (Water Quality Costs)**
  - **Employee Project Lists**
  - **Delinquent Utility Bills Report**
  - **Time-off Request for Jeremy Gruenhagen**
7. **Old City Business**
  - **Water Tower Site Lease Agreement (Broadband Corporation)**
    - Memo from City Attorney
  - **County Transportation Sales Tax/Wheelage Tax**
  - **County Road Maintenance Agreement**
  - **Community Center & Community Hall Repairs**
    - Community Center Roof/Offices
    - Community Hall Steps/Roof
  - **CC/Park Flag Pole Lights (LED Lights)**
8. **New City Business**
  - **Employee Greg Schultz Class "C" Water Certification**
    - Water/Wastewater Assistance Agreement (W.W.O.T.A)
  - **Ordinance Number 154 (Plumbing Plan Review)**
  - **2017 Seal Coating/Crack Sealing Project**
  - **2016 Financial Report (Audit)**
    - City Council Meeting May 23<sup>rd</sup> at 7:00 PM



***HAMBURG CITY COUNCIL AGENDA***  
***MAY 9, 2017***

**9. City Council Reports**

- **Councilmember Jason Buckentin**
- **Councilmember Tim Tracy**
- **Councilmember Steve Trebesch**
- **Councilmember Scott Feltmann**
- **Mayor Chris Lund**

**10. Adjourn City Council Meeting**





***HAMBURG CITY COUNCIL AGENDA***  
***MAY 9, 2017***

**COMMUNITY HALL & PARK ACTIVITIES**

**APRIL**

- 1 – HHFC Appreciation**
- 7 – Hamburg Lions Spring Bingo**
- 9 – HFDRA Easter Egg Hunt (Hall/Park)**
- 29 – Park Rental**

**MAY**

- 20 – Wedding Reception**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

**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**

**CITY OF HAMBURG  
NOTICE OF PUBLIC HEARING  
ORDINANCE NUMBER 154**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on Tuesday, May 9<sup>th</sup>, 2017 at 7:00 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

The reason for the Public Hearing is to receive comments on Ordinance Number 154 amending the Hamburg Municipal Code pertaining to the Building Code to include Plumbing Plan Review and Inspections.

If you have any questions or concerns about this hearing or would like to see the ordinance feel free to attend this hearing, call the City Offices at (952) 467-3232 or email ([cityadmin@cityofhamburgmn.com](mailto:cityadmin@cityofhamburgmn.com))/write in advance to the City of Hamburg, P.O. Box 248, Hamburg, MN 55339.

Jeremy Gruenhagen  
City Clerk-Treasurer



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



**CITY OF HAMBURG  
ORDINANCE NUMBER 154**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HAMBURG  
PERTAINING TO THE BUILDING CODE TO INCLUDE PLUMBING PLAN REVIEW AND  
INSPECTIONS.**

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

Ordinance Numbers 136 and 150 of the Municipal Code of the City of Hamburg, Minnesota,  
(Applications, administration and enforcement of the building code) are hereby amended to read as  
follows:

**SECTION 1.** Section 1 of Ordinance Number 136 and the second paragraph of Section 5 of Ordinance  
Number 150 shall now read:

APPLICATION, ADMINISTRATION AND ENFORCEMENT.

- (a) The application, administration, and enforcement of the building code shall be in accordance with Minnesota Rules, Chapter 1300. The building code shall be enforced within the extraterritorial limits permitted by M.S.A. 16B.62, Subd. 1, when so established by ordinance.
- (b) The code shall be enforced by a Minnesota Certified Building Official designated by the city to administer the code pursuant to M.S.A. 16B 65, Subd. 1 and 2, including plumbing plan review and inspection.
- (c) Prior to installation of a system of plumbing other than for a single-family dwelling with independent plumbing service, complete plumbing plans and specifications, together with any additional information that the Building Official may require, shall be submitted in triplicate and approved by the Building Official. No construction shall proceed except in accordance with the approved plans. Any alteration or extension of any existing plumbing system shall be subject to these same requirements.
- (d) A plumbing system installation, as described herein, shall be subject to inspection as required by the State Plumbing Code.

**SECTION 2.** Effective Date of Ordinance.

This ordinance shall be in effect from and after its passage and publication according to law.  
Passed and adopted by the City Council of the City of Hamburg this 9<sup>th</sup> day of May, 2017.

CITY OF HAMBURG:

\_\_\_\_\_  
Chris Lund, Mayor

**CITY OF HAMBURG  
ORDINANCE NUMBER 154**

Attest: \_\_\_\_\_  
Jeremy Gruenhagen, Clerk-Treasurer

(Published in the Norwood-Young America Times on May 18, 2017)





## ***HAMBURG CITY COUNCIL AGENDA APRIL 11, 2017***

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 p.m. In attendance were Councilman Scott Feltmann, Councilman Steve Trebesch, Councilman Jason Buckentin, Councilman Tim Tracy, City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Justin Buckentin, Steven Siewert, City Engineer Justin Black with S.E.H., Donny Dammann, and Bryan Malz (Timberline Woodproducts).

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

- Updated Claims List
- Move Public Hearing for Ordinance Number 154 (Plumbing Review) to May 9<sup>th</sup>, 2017 at 7:00 PM

**MOTION:** *Councilman Steve Trebesch moved to approve the Agenda Review as amended, Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.*

### **Consent Agenda**

- Approve Minutes for March 14, 2017
- Approve Added Claims List for March 2017
- Approve Claims List for April 2017
- Pond Brush Pile Signup Sheet
- Employee Project Lists
- Delinquent Utility Bills Report

**MOTION:** *Councilman Steve Trebesch moved to approve the Consent Agenda, Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.*

### **Hamburg Fire Department**

- Zach Cook Resignation
- DNR Grant for Radio – 50% match
- DOT Inspections for Tankers happening soon
- Annual Pump Testing this month
- Rescue 12 – Repaired and ready to sell
  - **MOTION:** Councilman Steve Trebesch moved to accept sealed bids for Rescue 12 with a \$10K minimum, Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.
- HFD Office – *Completed once cupboards are installed*
- Bowling Alley – *HFD is interested in repairing it for public use. Jeremy will check with the League about insurance liability.*
- Fire Board Meeting April 6, 2017
  - Township Emergency Service Agreements for 2017/2018





## ***HAMBURG CITY COUNCIL AGENDA APRIL 11, 2017***

- **MOTION:** *Councilman Steve Trebesch moved to approve the Washington Lake Township Service Agreement for 2017 & 2018 at \$150/unit, Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.*
- 2018 Engine Replacement – *HFD Started a committee to look into new engines and will be meeting with the Fire Board in October to discuss the division of cost between Hamburg and the 2 townships.*

### **Parkside Tavern**

- **On-Sale/Off-Sale Liquor License (June 24<sup>th</sup>)** – *Jeremy will check with Alcohol and Gambling Enforcement to see if an Off-Sale License can be obtained for a Wine Tasting Event at the Big Rib Jig.*

### **Justin Black (S.E.H.)**

- **Industrial Park Expansion Report/Timberline Woodproducts**
  - Justin Black report on the Industrial Park Expansion Report. After some discussion the Council agreed to have S.E.H. look at ways to reduce the costs and report back on the feasibility of the first phase, Timberline Woodproducts parcels.

**MOTION:** *Councilman Steve Trebesch moved to hold a second Council Meeting on Tuesday, April 25 at 7:00 p.m., Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Members were present.*

### **Old City Business**

- **County Transportation Sales Tax/Wheelage Tax**
- **County Road Maintenance Agreement**
- **Crosswalk – CR 50 (Park Ave) at Brad Street (Bicentennial Park)**
- **Community Center & Community Hall Repairs - getting estimates**
- **CC/Park Flag Pole Lights (LED Lights)**
  - **Estimates from Robb's Electric**

### **New City Business**

- **Animal Impound Contract (Countryside Vet Clinic)**
  - **MOTION:** *Councilman Scott Feltmann moved to approve the Animal Impound Contract for dogs only. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.*
- **Estimate from Kohls Sweeping (Paint City Curbs/CC Parking Lot)**
  - **MOTION:** *Councilman Scott Feltmann moved to approve the bid from Kohls Sweeping, Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.*
- **Basketball Hoop (Park) – police report filed, submitting claim to insurance company, looking into replacing just the backboard.**





**HAMBURG CITY COUNCIL AGENDA**  
**APRIL 11, 2017**

- **Part-time Help (Summer) - Rehire Mel Sprengeler**
  - **MOTION:** *Councilman Scott Feltmann moved to rehire Mel Sprengeler at \$10.50 an hour for part-time Summer maintenance help, Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.*

**City Council Reports**

- **Councilmember Steve Trebesch** suggested posting a message on the reader board about basketball vandalism – Council decided against.
- **Councilmember Scott Feltmann** suggested installing trail cameras at the park, Mayor said we would need to research our responsibilities with the photos.
- **Mayor Chris Lund** attended the Carver County Leaders meeting and my questions were met with non-answers.

**MOTION:** *Councilman Steve Trebesch moved to adjourn the Council Meeting at 9:11 p.m., Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Members were present.*

Submitted By:

Tamara Bracht  
Deputy Clerk





## ***HAMBURG CITY COUNCIL AGENDA*** ***APRIL 24, 2017***

Mayor Chris Lund called the City Council meeting to order at 7:00 p.m. In attendance were Councilman Scott Feltmann, Councilman Steve Trebesch, Councilman Tim Tracy, Councilman Jason Buckentin, City Clerk Jeremy Gruenhagen, and Tamara Bracht Deputy Clerk. Also present was Justin Black with S.E.H., Bryan Malz with Timberline Woodproducts, and Anthony Will with Broadband Corporation.

### Agenda Review (Added Items) and Adoption

- Water Certification Test - Public Works Greg Schultz passed his Class C test.
  - **MOTION:** Councilman Steve Trebesch moved to approve the Agenda Review, Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.

### Consent Agenda

- Approve Added Claims List for April 2017
- Approve Time-off Request for Jeremy Gruenhagen
- Employee Project Lists
- Delinquent Utility Bills Report
  - **MOTION:** Councilman Steve Trebesch moved to approve the Consent Agenda, Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.

### Justin Black (S.E.H.)

- Industrial Park Expansion Report (Timberline Woodproducts)
  - Due to the 'Well Head Protection Area' (Sensitive Area) triggering Storm Water regulations (additional costs) discovered and presented by S.E.H., the Council decided the City of Hamburg is not financially able to take on the land development project at this time.

### Broadband Corporation (Anthony Will)

- Water Tower Site Lease Agreement
  - Platform Upgrades
  - After some discussion the City Council agreed to have the City Attorney review the lease agreement with Broadband Corporation. Anthony Will agreed to pay for the attorney costs.

### Old City Business

- County Transportation Sales Tax/Wheelage Tax
  - Mayor Lund attended the public meeting. A public hearing will be held on Tuesday May 2<sup>nd</sup> at 4:00 p.m.
- City Administration Offices



2017 April Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - March	\$3,309.90	4/11/2017
ACH	PERA	Divided	PERA Withholding - March	\$694.94	4/11/2017
ACH	PERA	Divided	PERA Withholding - March	\$433.39	4/11/2017
ACH	PERA	Divided	PERA Withholding - April	\$414.36	4/24/2017
ACH	MN Dept. of Revenue	Divided	State Withholding for March	\$555.00	4/11/2017
ACH	MN Dept. of Revenue	Divided	Sales and Use Tax for 1st Qtr. 2017	\$218.00	4/24/2017
ACH	HealthPartners	Divided	Health Insurance for April 2017	\$2,724.89	5/9/2017
ACH	Optum Bank	Divided	City Contribution to Employees HSA - 1st Qtr. 2016	\$1,250.00	4/11/2017
ACH	Optum Bank	Divided	HSA Participant Fee for 1st Qtr. 2016	\$15.00	4/11/2017
ACH	Kwik Trip	Public Works	Gas for Ford Ranger	\$38.49	4/11/2017
18464	Ancom	Public Safety (FD)	Radio Base Station Repair	\$254.10	4/11/2017
18465	BNB Property, LLC	Water	Reimbursement for overpayment of final water bill	\$0.13	4/11/2017
18466	Business Essentials	General Gov't	Dishwand, Windex with Vinegar	\$14.41	4/11/2017
18467	CarQuest Auto Parts	Sewer	Battery for Lift Station	\$39.89	4/11/2017
18468	Carver County Attorney's Office	General Gov't	Fines Collected - 1/2 Due to Attorney's Office, 2017 Quarter	\$172.02	4/11/2017
18469	Carver County Taxpayer Services Dept.	Storm Water	2017 Property Tax PID #11.0340600 City Ditch Assessment	\$73.49	4/11/2017
18470	Carver County (Carverlink)	General Gov't	Phone/Internet Service for April 2017	144.16	4/11/2017
18471	CenturyLink	Divided	Phone Service (3/18/17 - 4/17/17)	150.45	4/11/2017
18472	Chris Petz	Public Safety (FD)	Normal Six Day Meal Course for NFA Training in Virginia	\$164.50	4/11/2017
18473	Clarke Mosquito Management, Inc.	Public Safety (FD)	Mosquito Control for 2017	\$2,832.88	4/11/2017
18474	Floyd Total Security	Sewer	Base Alarm Monitoring for WWTP (3/3/17-6/2/17), Service	\$198.85	4/11/2017
18475	G&K Services	Divided	Cleaning Supplies	\$68.24	4/11/2017
18476	Gopher State One Call	Divided	3 Locates for March 2017	\$4.05	4/11/2017
18477	Greg Schultz	Divided	Postage for Water Samples, Printer Ink for Shop	\$86.26	4/11/2017
18478	Hamburg Post Office	Divided	3 Post Card Stamp Rolls for April Water Bills, 1 roll of Sta	\$151.00	4/11/2017
18479	Home Solutions	General Gov't	Replacement Outlet and Base Cover	\$1.06	4/11/2017
18480	McLeod Publishing	Hall	2017 Wedding Section in Sibley Shopper	\$79.11	4/11/2017
18481	Menards	Divided	3 Gallons & 1 Pint of Paint, Painting Supplies, Replaceme	\$276.03	4/11/2017
18482	MNSPECT, LLC	Public Safety (FD)	Residential Inspection/Permit Fee 2 Mechanical and 2 Re	\$164.09	4/11/2017
18483	MVTL Labs, Inc.	Sewer	Influent Lift Station Sample Report Date 3/23/17	\$79.50	4/11/2017
18484	Plunkett's Pest Control Inc.	General Gov't	City Hall/FD & Comm. Hall Serviced 3/15/17 General Inspe	\$37.86	4/11/2017
18485	Quill	General Gov't	Cleaning Supplies and Office Supplies	\$152.23	4/11/2017
18486	Ready Watt Electric	Public Safety (FD)	Test & Repaired Siren - Installed New Batteries	\$759.00	4/11/2017
18487	Robb's Electric, Inc.	Divided	Wired Mini Split in FD, Repaired Outside Comm. Ctr. Ligh	\$731.29	4/11/2017
18488	S.E.H. Inc.	Public Safety (FD)	Project #139213 Industrial Park Expansion Report	\$893.50	4/11/2017
18489	South Central Technical College	Public Safety (FD)	2017 Fire School Mini-Conference - J. Buckentin	\$120.00	4/11/2017
18490	Tamara Bracht	General Gov't	Reimbursement for Office Chair	\$151.14	4/11/2017
18491	Van Iwaarden Associates	General Gov't	Dec. 31, 2016 GASB 68 Pension Accounting Report	\$1,000.00	4/11/2017
18492	Viking Coca-Cola	Divided	Pop for Park Machine, Pop for Upstairs Hall (3-10-17)	\$399.75	4/11/2017
18493	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for March 2017	\$1,080.00	4/11/2017
18494	West Metro Mechanical Inc.	Public Safety (FD)	Mitsubishi Mini Split Heating/Cooling Unit	\$2,995.00	4/11/2017
18495	Wm Mueller & Sons, Inc.	Divided	Snow Removal for 3/13/17, Diesel for 1 Ton Truck	\$763.02	4/11/2017
18496	Xcel Energy Inc.	Public Works - Streets	Electrical & Natural Gas Service 3/4/17 - 4/3/17	\$1,372.76	4/11/2017
18497	Zoll Medical Corporation	Public Safety (FD)	Autopulse LI-Ion Battery	\$834.01	4/11/2017
18498	Greg Schultz	Divided	Wages 3-27-17 to 4-9-17	\$1,656.19	4/24/2017
18499	Tamara Bracht	Divided	Wages 3-27-17 to 4-9-17	\$499.67	4/24/2017
18500	Jeremy Gruenhagen	Divided	April Wages	\$1,762.22	4/24/2017
18501	Business Essentials	General Gov't	Office Supplies	\$102.99	4/24/2017
18502	Chris Petz	Public Safety (FD)	Duty Shirts purchased due to HFDRRA Donation	\$396.00	4/24/2017
18503	Hillyard, Inc.	General Gov't	Floor Shine, Floor Wax, Mop Heads	\$326.36	4/24/2017
18504	Jerry's Transmission	Public Safety (FD)	Resue 12 Repairs	\$333.85	4/24/2017
18505	Menards	Divided	Paper Towels, Door Knob, Closet Flange, Zip Lock Bags,	\$119.51	4/24/2017
18506	MN Pollution Control Agency	Sewer	WWTP Annual Permit Fee	\$505.00	4/24/2017
18507	MVTL Labs, Inc.	Sewer	Lab Fees for Pre-Final Pond Discharge - Report Date 4/7/1	\$195.00	4/24/2017
18508	Servocal Instruments	Sewer	Calibrate Pumps at Liftstation	\$470.00	4/24/2017
18509	Tamara Bracht	General Gov't	Reimbursement for EDDM Postage for Spring Newsletter	\$42.48	4/24/2017
18510	Uniforms Unlimited	Public Safety (FD)	HFD Uniforms for Eischens, Michels, Jaus, Hansen	\$694.11	4/24/2017
18511	Xcel Energy Inc.	Divided	Electrical & Natural Gas Service 3/4/17 - 4/3/17	\$228.79	4/24/2017
18512	Greg Schultz	Divided	Wages 4-10-17 to 4-23-17	\$1,461.48	5/9/2017
18513	Tamara Bracht	Divided	Wages 4-10-17 to 4-23-17	\$531.51	5/9/2017
18514	Jeremy Gruenhagen	Divided	April Wages	\$1,762.21	5/9/2017
			<b>Total April Claims</b>	<b>\$36,985.12</b>	<b>\$7,964.53</b>
					<b>\$6,480.09</b>





Jeremy Gruenhagen &lt;hamburgcityhall@gmail.com&gt;

---

## Clarke Mosquito Schedule - Hamburg

---

**Brian Erickson** <berickson@clarke.com>  
To: "hamburgcityhall@gmail.com" <hamburgcityhall@gmail.com>

Wed, Apr 26, 2017 at 11:41 AM

Dear Jeremy:

Thank you for choosing **Clarke** for your outdoor pest control needs. We look forward to increasing your summer enjoyment this year.

We have your treatments scheduled for the following dates. These dates may vary slightly due to weather or other factors.

**May 23**

**June 6, 13, 20, 27**

**July 3, 11, 18**

**August 1, 15, 29**

Please notify us at least 72 hours in advance if you would like to make any changes to this schedule. We always try to be accommodating to your needs but advance notice of changes is very helpful.

If you would like to add treatments or have any special events planned, please let us know.

If you have any questions regarding your schedule, please call or email [berickson@clarke.com](mailto:berickson@clarke.com)

Hope you have a great summer!

Please check out our website at [www.clarke.com](http://www.clarke.com)

**Brian Erickson**

*Site Manager*





# Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | [info.pca@state.mn.us](mailto:info.pca@state.mn.us) | Equal Opportunity Employer

April 26, 2017

Re: Municipal Permits, Standards and Costs

Dear Mayors, Managers, Clerks, Administrators:

First, I want to sincerely thank you for your partnership and support in efforts to keep our state's waters safe and clean for future generations. The work that your cities have done and continue to do is fundamental in protecting and improving our state's water quality and providing safe and clean water to citizens no matter where they live in our state. Maintenance and investment in infrastructure by your cities, the state, and the federal government have produced measurable improvements in the water quality.

I want to be sure you are aware that a report on the potential costs of water quality standards and rules was recently completed in response to a 2015 legislative directive to Minnesota Management and Budget. That report is available here: <https://mn.gov/mmb-stat/documents/budget/barr-engineering-cost-of-water-quality-standards-report.pdf>. I know that the costs of complying with current and future water quality standards, magnified by the costs of addressing aging water infrastructure, is of significant concern to municipalities. This report has understandably underscored that concern.

I fully understand and appreciate the potential costs faced by communities to upgrade wastewater treatment facilities due to new water quality standards and maintenance needs. Indeed, this understanding has led to the Governor's bonding proposal for \$167 million in funding to the Public Facilities Authority for water and wastewater infrastructure grants and loans. As I am sure you know, funding alone is not enough. We also need to explore every opportunity to minimize costs and ensure that the steps we are collectively taking to address water quality problems are an effective use of public and private funds.

I would like to highlight two examples of how we are doing just that at the Minnesota Pollution Control Agency (MPCA). The first involves chloride impacts to lakes and streams. If you look at the cost report referenced above, a significant portion – in many cases up to two-thirds – of the costs associated with meeting water quality standards are due to chloride treatment. The chloride standard is not a new standard; it was adopted into Minnesota Rules in 1990 to protect aquatic insects from chloride toxicity. However, the currently available treatment technology to remove chloride is cost-prohibitive for most Minnesota wastewater treatment facilities. To address this economic and technological reality, we have convened a work group of municipal representatives, consultants and agency staff to develop an approach in response to this conclusion. That group presented their recommendations to the Agency Advisory Committee on April 18, 2017. I welcome those recommendations, and am committed to implementing a cost-effective approach.

The second example is the implementation of the river eutrophication standard (RES). Much has been said and assumed about the costs to municipalities to meet these requirements. Let us look at the reality of what has happened to date: since the adoption of the standards in 2014, MPCA has issued 27 permits with RES-based limits.



# CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: MAY 5th, 2017

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: June 12th  
to  
June 26th

How many **Vacation** hours will be used? 80

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

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

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

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

Are you requesting more than three consecutive days off? Yes

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: MAY 9th, 2017

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

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

\_\_\_\_\_  
Employee Signature Jeremy Gruenhagen Date 5-5-17

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

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





## TOWER SITE LEASE AGREEMENT

Site Name: City of Hamburg, Water  
Tower

Tenant: Broadband Corporation  
1772 Steiger Lake Ln  
PO 146  
Victoria, MN 55386

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

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

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

---

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

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



maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

- (a) Policy Form Occurrence General Aggregate Limit \$1,000,000.00
- (b) Products & Completed Operations Limit \$500,000.00
- (c) Personal Injury & Advertising Injury Limit \$500,000.00
- (d) Each Occurrence Limit \$1,000,000.00
- (e) Damage to Rented Premises \$ 100,000.00
- (f) Medical Expense Limit \$ 5,000.00

## **8. INDEMNIFICATIONS**

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

## **9. WAIVERS**

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

## **10. EQUIPMENT INSTALLATION AND REMOVAL**

- (a) INSTALLATION: Tenant's Permitted Equipment located in and on the Site or Premises, whether installed overhead, above ground, or underground, shall remain the personal property of the Tenant, and shall not be considered a fixture to the real estate. Tenant's installation, and any associated costs



including necessary permits or Leases shall be at Tenant's sole cost and expense. Tenant may not install equipment at the Site without Site Owner's prior consent, which consent shall not be unreasonably withheld.

- (b) REMOVAL: No later than 90 days after expiration or termination of this Lease, Tenant shall, at its sole cost and expense, remove its equipment from the Premises. If Tenant fails to timely remove its equipment, Site Owner shall have, to the full extent of the law:
  - i. the right to immediate possession of the Premises without invoking legal process; and,
  - ii. the right (but not the obligation) to immediately disconnect and remove Tenant's equipment from the Site, in which case Tenant shall pay Site Owner upon demand an amount equal to the cost of such disconnection, including removal and storage expenses, if any.

#### **11. FORCE MAJEURE AND SITE DAMAGE**

- (a) FORCE MAJEURE: The time for performance by Site Owner or Tenant of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of Site Owner or Tenant.
- (b) SITE DAMAGE: If a Site is fully or partially destroyed or damaged, and as a result thereof Tenant is unable to conduct its operations on such Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Tenant's operations before such event, Site Owner shall notify Tenant, within ten (10) days after such event, whether or not it intends to consider rebuilding or otherwise restoring the applicable Site and/or condition. If Site Owner elects not to rebuild or otherwise restore the Site or remedy the condition, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Site Owner elects to rebuild or repair the Site, it shall notify Tenant of that election and Tenant shall then have five (5) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Tenant agrees that this Lease shall continue, Site Owner shall, thereafter, evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each of its other customers on the Site and, if Site Owner, in its sole discretion, determines that it is commercially reasonable to restore the Site, Site Owner shall undertake to do so. If Site Owner elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Tenant shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations.

#### **12. DEFAULT**

- (a) GENERALLY: A party shall be in default hereunder if it fails to make any payment on or prior to the date due, and does not cure such non-payment within Thirty (30) days after receiving written notice. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within thirty (30) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.
- (b) SITE OWNER REMEDIES: Upon the occurrence of any Tenant default that is not timely cured, Site Owner may, subject to the terms of this section, seek any remedy available at law or equity, including disconnection and removal of Tenant's equipment from the Site at the expense of Tenant.
- (c) TENANT REMEDIES: Upon the occurrence of any Site Owner default that is not timely cured, Tenant may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

#### **13. TERMINATION**

- (a) PRIOR TO COMMENCEMENT: This Lease may be terminated by Tenant prior to the commencement of the initial term by written notice to Site Owner without further liability if, prior to commencement, Tenant is unable, through no fault of Tenant by way of Tenant's act or omission, to obtain any license, permit or other governmental approval necessary for the installation or operation of Tenant's equipment at the Premises.
- (b) DURING TERM: Tenant may terminate this Lease during the current term upon ninety (90) days prior written notice to Site Owner, without further liability, if through no act or omission of Tenant



- i. any license, permit, or other governmental approval necessary for the installation or operation of Tenant's equipment at the Premises is canceled or otherwise withdrawn or terminated; or
  - ii. Tenant is unable to continue its use of the Premises due to an action of the FCC; or
  - iii. Tenant is no longer able to utilize the site for the purposes of transmitting services to the Tenant's customer base through no fault of the Tenant.
- (c) Site Owner may terminate this Lease if
- i. any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any tower or structure thereon, for the purposes contemplated by this Lease.

**14. ASSIGNMENT:** Tenant shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its Permitted Equipment, or any part thereof to be used by others without the express written approval of Site Owner, in its sole discretion. No assignment, sublease, or authorized use by others shall relieve Tenant of its obligations under this Lease. Tenant shall not mortgage or encumber this Lease without the express written approval of Site Owner, which consent shall not be unreasonably withheld or delayed. Site Owner may assign, mortgage, or encumber its rights under this Lease at any time.

**15. MISCELLANEOUS PROVISIONS**

- (a) All Exhibits attached hereto are incorporated herein by this reference.
- (b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.
- (c) This Lease, including the exhibits, schedules, lists and other documents referred to herein, contain the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties.
- (d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, and as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.
- (e) Any action brought relating to this Lease shall be brought in the county in which the applicable Site is located.

**SITE OWNER: City of Hamburg**

**TENANT: Broadband Corp.**

Printed Name: Chris Lund, **Mayor**

Printed Name: Anthony Will, **VP**

**Name:**

**Name:**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_



**Appendix A  
Equipment on Tower**

**Existing Equipment**

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

**Proposed New Equipment**

<b>5ghz Broadcast</b>	<b>Sector</b>	<b>23.4Hx6.2Wx4.3D</b>	<b>14.6</b>	<b>4</b>
-----------------------	---------------	------------------------	-------------	----------

**Replacement for Old 2.4ghz Broadcast**

<b>2.4ghz Broadcast</b>	<b>Sector</b>	<b>23.4Hx6.2Wx4.3D</b>	<b>14.6</b>	<b>4</b>
-------------------------	---------------	------------------------	-------------	----------

**Equipment to be removed**

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

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



## **Appendix B Building or Land Use**

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





Jeremy Gruenhagen &lt;hamburgcityhall@gmail.com&gt;

---

**Broadband Contract**

---

Mac R Willemsen <mwillemsen@mhslaw.com>  
To: Jeremy Gruenhagen <hamburgcityhall@gmail.com>

Mon, May 8, 2017 at 11:39 AM

Dear Jeremy,

I had a chance to review the proposed Broadband contract. I have a few concerns and questions I want to share with you:

1. Do you really want what is essentially a 25-year lease (albeit with some provisions for terminations) with all the renewal terms explicitly set out?
2. In Paragraph 3 the renewal term numbers should be changed to be the same. Are there 4 renewal terms or 3?
3. Is this broadband service a benefit for the citizens of Hamburg? Do they have any other choices (CenturyLink, Comcast, Mediacom, etc.)?
4. Tying in with my Question 3, if this is not an essential service/benefit for your citizens, the \$50.00 per month rent paid to the City seems almost laughingly small. By comparison, water tower space for cellular service rents for \$1000, or more, a month in other Carver County cities. In essence, Hamburg is almost providing the site free of charge.
5. Also, what do "provided" and "utilities" mean in Paragraph 5, which says Hamburg provides the utilities. Do you pay the electric bill?
6. With the indemnification language in Paragraph 8, I would recommend eliminating Paragraph 9 providing for Waivers. It is always risky business to try to bind your insurance carrier with contract language which removes its subrogation rights. I can not imagine any carrier would voluntarily agree to such a waiver of its contractual rights.
7. In Paragraph 13, would the City like to have any additional rights to terminate the contract during its term for any reason? Paragraph 12(b) gives the City the right to remove the equipment if there is an on-going tenant default. That might be enough, unless you or the Council have additional concerns about how, when or why the City should be able to terminate the agreement.
8. Is the City willing to have the rent stay the same for all the renewal periods? Assuming you get a rent amount acceptable to the City, you may want to either provide for set-amount increases or a CPI-type increase for additional term?
9. Has Broadband been a good tenant so far? Like the old saying goes, good past performance may not be an indicator of future good performance., but past bad performance is almost always an indicator of future bad performance.

If you or the Council have any additional questions, please let me know.

Yours truly,

Mac Willemsen

Hamburg City Attorney

**Mac R. Willemsen**

Of Counsel



**CARVER COUNTY  
AND  
ALL CITIES LOCATED IN CARVER COUNTY  
ROUTINE MAINTENANCE  
JOINT POWERS AGREEMENT**

This Agreement is between Carver County (the "County") and the City of XXXX ("City").

**Recitals**

1. Under Minnesota Statutes §§163.02, 160.21, subd. 1, 160.23, 162.17 and 471.59, the County and the City wish to enter into an agreement regarding the routine maintenance of the County's roads lying within the corporate limits of the City.
2. This Agreement sets forth the understanding of the parties regarding the routine maintenance the City will perform at its expense, the routine maintenance that the City will perform at the County's expense, and the routine maintenance that the County will perform at its expense.
3. This Agreement does not address new road improvements, road reconstructions, mill and overlay projects, or any other projects not generally considered to be routine maintenance. Unless otherwise agreed by the parties, the County shall remain responsible for both the performance and expense of all such work.

**Agreement**

1. ***Term of Agreement; Survival of Terms***
  - 1.1. ***Commencement Date.*** The term of this Agreement will commence on January 1, 2017.
  - 1.2. ***Initial Term.*** The initial term of this Agreement will expire on December 31, 2017.
  - 1.3. ***Automatic Renewal.*** The term of this Agreement will automatically renew for subsequent one-year renewal periods commencing on January 1, 2018 and each January 1st thereafter until either party gives the other party written notice, at least nine (9) months in advance, of its intent to let the term of the Agreement expire at the end of the then current initial term or renewal term, as applicable. Provided either party timely gives such notice, this Agreement shall expire at the end of the then current initial term or renewal term, as applicable, and no further renewals shall occur. This Agreement will no longer be able to be renewed after January 1, 2021 and, if not terminated sooner, expire on December 31, 2021.
  - 1.5. ***Survival of Terms.*** All clauses that impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or earlier termination of this Agreement, including, without limitation,



the following clauses: 4. *Liability; Worker Compensation Claims; Insurance*; 6. *Government Data Practices*; 7. *Governing Law; Jurisdiction; Venue*; and 9. *Force Majeure*.

## 2. ***Services Provided and Compensation Paid by County***

The parties agree to perform the following responsibilities:

### **County Maintenance:**

The County of Carver is responsible for performing the routine maintenance of the Carver County highway. This routine maintenance shall be done between curbs or between outside edges of shoulders. The County's responsibility to perform routine maintenance includes but is not limited to snow and ice control, sweeping, patching, crack sealing, seal coating, pavement rehabilitation, shouldering, pavement markings, and sign replacement. The County shall perform this routine maintenance in the following locations:

1. Between the curbs or between the outside the edge of shoulder and within the right of way of a Carver County highway located within the municipality borders;
2. On bridges and culverts on the Carver County highways;
3. Roundabouts between the curb lines;
4. Traffic signal systems at county highway and county highway intersections and those with local public roadways and private streets, unless stipulated by special agreement; and
5. Lighting at intersections of County highway with county highway;
6. Signage adjacent to and relating to Carver County highways; and
7. Electronic/specialty signage adjacent to and relating to Carver County highways and the cost will be shared at the same percentage as original installation.

### **City Maintenance:**

The City of XXX shall be responsible for performing the maintenance, upkeep, cleaning, landscaping, mowing, upkeep, aesthetic treatments, ensuring adequate electrical power to traffic signal systems; ensuring adequate lighting as well plant care, and trimming. The City shall perform this maintenance in the following locations:

1. Boulevards, medians, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, island, all items within the right-of-way of an urban county highway;
2. City utilities and storm sewer systems including detention/treatment basins; Cost to replace elements of the storm sewer will be shared at the same percentage as original installation
3. Storm sewer system and rain water runoff detention /treatment basins, which shall conform to the MS4 permit requirements as applicable including inspection and sediment removal in pipes, structures and detention/treatment basins;
4. Intersection lighting at a county road and local road intersection of local public roadways and/or private streets with County highway;
5. Street lights not at intersections within the County Right of Way;
6. Trails within the county highway right-of-way; and



7. Pedestrian underpasses and overpasses.

Maintenance of noise walls is the responsibility of the agency that funded the initial installation.

These responsibilities shall be performed on the roads identified in Exhibit A

Additional services shall be provided by the parties and compensation shall be paid by the County in accordance with the criteria set forth in the attached Exhibits:

Exhibit B – Municipality Paid for County Year Round Maintenance

Exhibit C – Winter Maintenance

Exhibit D – Municipality Paid for County Summer Maintenance

**3. *Authorized Representatives***

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**3.1 *County.*** The County's Authorized Representative will be:

Name/Title: Michael Legg  
Address: 11320 Highway 212, Cologne, MN 55322  
Telephone: 952-466-5200  
Fax:  
E-Mail: mlegg@co.carver.mn.us

**3.2 *City.*** The City's Authorized Representative will be:

Name/Title:  
Address:  
Telephone:  
E-Mail:

**4. *Liability; Worker Compensation Claims; Insurance***

**4.1 *Risk.*** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County. The City shall defend, indemnify, and hold harmless the County, its agents, and employees against any claim arising out of or resulting from the performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the City, its officers, agents, employees, subcontractors or anyone for whose acts the City may be liable. The City shall carry insurance sufficient to meet the County's maximum liability under Minn.



Stat. § 466.04. The City shall provide the County with proof of such insurance coverage naming the County, its agents and employees, as an additional insured prior to the beginning of the term of this Agreement. The County shall defend, indemnify, and hold harmless the City, its agents, and employees against any claim arising out of this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the County, its officers, agents, employees, subcontractors or anyone for whose acts the County may be liable. The County shall carry insurance sufficient to meet the City's maximum liability under Minn. Stat. §466.04. The County shall provide the City with proof of such insurance coverage naming the City, its agents and employees, as an additional insured prior to the beginning of the term of this Agreement.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

**4.2 Worker's Compensation.** Each party is responsible for its own employees for any claims arising under the Minnesota Workers Compensation Act.

**5. Nondiscrimination**

Neither party to this Agreement shall violate any federal or state laws prohibiting discrimination.

**6. Government Data Practices**

The City and the County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City or the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the County.

**7. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

**8. Termination**

**8.1 By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.



**8.2 Termination for Cause.** If either party breaches an obligation it has under this Agreement, the party claiming the breach shall provide written notice to the other party of the nature of the breach and allow the other party sixty (60) days from the date such notice is given to cure (the "Cure Period"). If the breach is cured within the Cure Period, this Agreement shall continue. If the breach is not cured within the Cure Period, then the non-breaching party may immediately terminate this agreement by giving written notice of termination to the other party.

**9. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**10. Miscellaneous**

**10.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**10.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**10.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**10.4 Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

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

**10.6 No Third Party Beneficiaries.** Nothing in this Agreement creates any obligations to any person or entity that is not a party to this Agreement.

**10.7 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.

*[Signature page follows.]*



**SIGNATURE PAGE TO ROUTINE MAINTENANCE AGREEMENT**

**COUNTY OF CARVER**

The undersigned certify that they have lawfully executed this contract on behalf of Carver County as required by applicable resolutions or ordinances

By: \_\_\_\_\_  
Chairperson, County Board

Attest: \_\_\_\_\_  
County Administrator

**CITY OF XXX**

The undersigned certify that they have lawfully executed this contract on behalf of the City of Waconia as required by applicable resolutions or ordinances

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk/Administrator



## **EXHIBIT B**

### **Municipality Paid for County Year Round Maintenance**

#### **County Maintenance:**

The County of Carver is responsible for performing, at the County's expense the routine maintenance of the Carver County highway. This routine maintenance shall be done between curbs or between outside edges of shoulders. The County's responsibility to perform routine maintenance includes but is not limited to snow and ice control, sweeping, patching, crack sealing, seal coating, pavement rehabilitation, Highway signs, electronic/specialty signs, shouldering, pavement rehabilitation, pavement markings, intersection lighting and sign replacement. The County shall perform this routine maintenance in the following locations:

1. Bridges and culverts on the county highway;
2. Traffic signal systems at county highway and county highway intersections and those with local public roadways and private streets, unless stipulated by special agreement; and
3. Intersection lighting at a county highway and county highway intersection.

#### **The Municipality Maintenance:**

The municipality is responsible for routine maintenance and upkeep, to snow and ice control, sweeping, patching, crack sealing, seal coating, shouldering, and pavement markings, landscaping, mowing, as well as aesthetic treatments. The Municipality shall perform this routine maintenance in the following locations:

1. Urban and rural county highways between curbs or between outside edges of shoulders;
2. Boulevards, medians, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, island and urban appurtenances within the right-of-way of an urban county highway;
3. ~~roundabouts~~ **Roundabouts** between the curb lines;
4. Intersection lighting, street lights;
5. County road and local road intersection;
6. Trails within the county highway right-of-way;
7. Pedestrian underpasses and overpasses.
8. The municipality utilities and storm sewer systems including detention/treatment basins. Storm sewer system and detention /treatment basins maintenance shall conform to the MS4 permit requirements as applicable including inspection and sediment removal in pipes, structures and detention/treatment basins.

Maintenance of noise walls is the responsibility of the agency paying for the initial installation.

#### **Compensation for Municipality maintenance:**



1. The county will compensate the municipality for routine maintenance. This includes but is not limited to snow and ice control, sweeping, patching, crack sealing, seal coating, shouldering, and pavement markings. In addition, the county will compensate the municipality for routine maintenance outside the edge of shoulder and within the right of way of a rural county highway located within the municipality.
2. The county will compensate the municipality for maintaining roundabouts between the curb lines.

### **COMPENSATION PAID TO MUNICIPALITY**

Each year during the term of this Agreement, the County shall pay the Municipality for its work on roads identified in the map below, pursuant to this Agreement using the following formula:

Number of County highway miles within the corporate limits of the Municipality, as identified in the map below at pursuant to the following formula:

County highway miles  $\times$  multiplied by \$6530.68 per mile equals:  $\$$  Payment due the Municipality for such year.

The cost per mile is ~~is~~ derived from a 5 year moving average County cost for snow and ice control and routine maintenance including sweeping, patching, crack sealing, seal coating, shouldering, and pavement markings.



## **EXHIBIT C**

### **Winter Maintenance**

#### **County Maintenance:**

The County of Carver is responsible for performing, at the County's expense the routine maintenance of the Carver County highway, during the winter, between the dates of November 15 to April 15. . The County's responsibilities include, but are not limited to, sweeping, patching, crack sealing, seal coating, pavement rehabilitation, shouldering, pavement markings, and sign replacement. The county is responsible for maintaining highway signs and for maintaining electronic/specialty signs, intersection lighting and traffic signals.

The County shall be fulfilling these responsibilities at the following locations:

1. Outside the edge of shoulder and within the right of way of a rural county highway located within the municipality borders;
2. Bridges and culverts on the county highway within the municipality borders;
3. Roundabouts between the curb lines;
4. Between curbs or between outside edges of shoulders;
5. Traffic signal systems at county highway and county highway intersections and those with local public roadways and private streets, unless stipulated by special agreement; and
6. Intersection lighting at a county highway and county highway intersection.

#### **Compensation for Municipality maintenance:**

1. The County will compensate the municipality for snow and ice control maintenance of the county highway between curbs or between outside edges of shoulders.

#### **The Municipality will retain the Standard maintenance of:**

1. Maintenance of the boulevard, landscaped median, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, island landscaping, aesthetic treatments and other urban appurtenances within the right-of-way of an urban county highway;
2. The Municipalities utilities and storm sewer systems including detention/treatment basins. Storm sewer system and detention /treatment basins maintenance shall conform to the MS4 permit requirements as applicable including inspection and sediment removal in pipes, structures and detention/treatment basins;
3. Intersection lighting at a county road and local road intersection;
4. Street lights;
5. Trails within the county highway right-of-way; and
6. Pedestrian underpasses and overpasses.

Maintenance of noise walls is the responsibility of the agency paying for the initial installation.

Major rehabilitation or replacement of storm sewer systems will be via separate agreement and



the costs shared at the same percentage as the original installation.

### COMPENSATION PAID TO MUNICIPALITY

Number of County highway miles within the corporate limits of the Municipality, as identified in the map below at pursuant to the following formula:

Number of **Exhibit C** County highway miles within the corporate limits of the Municipality during such year.

**Exhibit C** road miles: 0 multiplied by \$1875.69 per mile equals \$0.00 Payment due the City for such year.

The cost per mile is calculated by the County and derived from a 5 year moving average County cost for snow and ice control.



## **EXHIBIT D**

### **Municipality Paid for County Summer Maintenance**

#### **County maintenance:**

The County of Carver is responsible for performing, at the County's expense the routine maintenance of the Carver County highway, during the summer period of the year, between April 15 and November 15. The County's responsibilities include but are not limited to the maintenance of traffic signal systems, of intersection lighting, highway signs, pavement long line markings as well as maintaining electronic/specialty signs.

The County shall fulfill these responsibilities at the following locations:

1. Bridges and culverts on the county highway:
2. Between curbs or between outside edges of shoulders;
3. Maintenance of traffic signal systems shall take place at county highway intersections with county highway, unless stipulated by special agreement; and
4. The maintenance of intersection lighting shall take place at county highway and county highway intersection.

#### **Compensation for Municipality maintenance:**

1. The county will compensate the municipality for routine maintenance of urban and rural county highways between curbs or between outside edges of shoulders. This includes but is not limited to, patching, sweeping, crack sealing, seal coating, gravel, shouldering, and pavement markings. In addition, the county will compensate the municipality for routine maintenance outside the edge of shoulder and within the right of way of a rural county highway located within the municipality.
2. The county will compensate the municipality for maintaining roundabouts between the curb lines.

#### **The Municipality will retain the Standard maintenance of:**

The municipality is responsible for routine maintenance and upkeep, boulevard, landscaped median, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, island landscaping aesthetic treatments, and other urban appurtenances, its utilities and storm sewer systems including detention/treatment basins, street lights, for maintaining trails, intersection lighting, pedestrian underpasses and overpasses.

The Municipality shall perform this routine maintenance in the following locations:

Storm sewer system and detention /treatment basins maintenance shall conform to the MS4 permit requirements as applicable including inspection and sediment removal in pipes, structures and detention/treatment basins.



Maintenance of noise walls is the responsibility of the agency paying for the initial installation.

Major rehabilitation or replacement of storm sewer systems will be via separate agreement and the costs shared at the same percentage as the original installation.

#### **COMPENSATION PAID TO MUNICIPALITIES**

Each year during the term of this Agreement, the County shall pay the Municipality for its work on **Exhibit D roads** pursuant to this Agreement using the following formula:

Number of **Exhibit D** County highway miles within the corporate limits of the Municipality during such year.

**Exhibit D** road miles: 0 multiplied by \$4654.99 per mile equals \$0.00 Payment due the Municipality for such year.

The cost per mile is calculated by the County and derived from a 5 year moving average County cost for routine maintenance including sweeping, patching, crack sealing, seal coating, shouldering, and pavement markings.



# Timberline Woodproducts

## Quote

400 Railroad Street  
PO Box 96  
Hamburg MN, 55339  
952-467-4696

Job name: City of Hamburg  
Date: 1-27-17

Office Desk \$3,095.00

-Red Oak

-To include an inset cabinet style

-To include hard rock maple interiors

-To include Blum Tandem slides

-To include maple dovetail drawers

? -To include a frame and flat panel door style (1/4 round)

~~-To include 4 file drawers with rods~~

-To include a key board tray pull out

-To include steel support

~~-To include a plastic laminate top with a hardwood edge~~

-Cabinetry to be stained & finished

-To include installation

-Hardware not included

*something less expensive?*

Office Dutch Door 1 \$1,195.00

-Red oak

-36" x 80"

-To include a 6" shelf with brackets

-To include all hinges and knob to match existing

-To include a mail slot with basket on bottom half

-To be stained & finished

-To include installation in existing rough opening

-To include new casing

Office Dutch Door 2 \$1,035.00

-Red oak

-36" x 80"

~~-To include a 6" shelf with brackets~~

-To include all hinges and knob to match existing

-To be stained & finished

-To include installation

-Framing rough opening by other

-To include casing

Cabinetry Total \$5,325.00



Water/Wastewater Operations  
& Technical Assistance, Inc.  
**W.W.O.T.A. Inc.**

April 28, 2017

City of Hamburg  
Attn: Jeremy Gruenhagen, City Administrator  
181 Broadway Ave., PO Box 248  
Hamburg, MN 55339-0248

Re: Water/Wastewater Assistance Agreement Services

Dear Jeremy,

To follow-up our past discussions regarding the Water/Wastewater site assistance between The City of Hamburg and Water/Wastewater Operations & Technical Assistance Inc., this letter serves as notice of our mutual desire to terminate the current agreement effective end of day, April 30, 2017.

With your City staff member, Greg Schultz recently obtaining his Class "C" water certification and previously obtaining his Class "D" wastewater certification the need for a contract water/wastewater operator is no longer necessary. This completes the original goal when we started working together back in February 2014, of helping Greg gain the skills necessary to obtain his water/wastewater certifications.

Through-out the time we have worked together, we have covered and taken on anything that arose with-in your water and wastewater systems. During the beginning we found our way through your systems and learned how things worked. We then worked to gain control of the system and make changes that we felt were best for the system and the City. The past 6 months we have concentrated on an eventual transition of the decision and reporting process to your staff member, Greg Schultz.

I understand that Greg, yourself and your City Council have discussed some continued support by me on a reduced basis of one site visit per week. I am in full agreement with that opportunity and realize that your City will be evaluating that site help in the future at some point. I will continue to keep the same hourly fee and trip charge that we have had since the onset back in February 2014.

With the task at hand of Greg becoming certified, I am very grateful to have had the opportunity to work with the City Staff, Mayor, Council and people of Hamburg, and look forward to assisting you in the future.

As always, please feel free to contact me with any questions.

Sincerely,



Curt Reetz  
W.W.O.T.A. Inc.



PO Box 1033    Arlington, MN 55307-1033  
Cell (507) 317-1612    Fax (507) 964-5650





**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**

July 23, 2012

RE: 2012 Seal Coat Project  
Hamburg, Minnesota  
SEH No. HAMBU 121418

Allied Blacktop Company  
10503 89<sup>th</sup> Avenue North  
Maple Grove, MN 55369

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

Caldwell Asphalt Company  
24060 175<sup>th</sup> 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. The Hamburg City Council is requesting that the project be fully completed no later than **September 28, 2012**.

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., Thursday, August 9, 2012**. 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  
cc: Justin Black, SEH



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




DESIGNED BY	CHKD
CHECKED BY	ALB
DESIGN TEAM	
NO.	BY
	DATE
REVISIONS	

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

DATE: 7/18/12

JUSTIN BLACK, P.E.

LS. NO. 25113



SEH  
1021 MAIN STREET S.E.  
AUTUMNSIDE, MN 55305-0008  
PHONE: 877.316.7639  
WWW.SEH-CORP.COM

2012 SEAL COAT PROJECT  
HAMBURG, MINNESOTA

PROJECT LOCATION

FILE NO.  
HAMBURG 121418

