



## ***HAMBURG CITY COUNCIL AGENDA JULY 26, 2022***

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 Minutes for May 10, 2022/June 14, 2022**
  - **Approve Payment of June 2022 Added Claims (\$167,995.03)**
  - **Approve Payment of July 2022 Claims (\$42,109.43)**
  - **Approve Time-Off Request (Jeremy Gruenhagen)**
  - **Approve Cash Flow Statement for May 2022**
  - **Delinquent Utility Billing List**
  - **MPCA WW Compliance Evaluation Inspection Report (June 30, 2022)**
  - **Notice of Public Sale of Tax-Forfeited Lands (PID 45.0750061)**
  - **Mediacom Programming Changes/Rate Adjustments**
  - **MetroNet Rate Adjustment Notice**
  - **Relay for Life of Carver County (September 17, 2022)**
5. **Hamburg Fire Department**
  - **Assistant Chief Leave of Absence**
  - **National Night Out – August 2, 2022**
6. **Brad Droege**
  - **Fundraiser at Parkside Tavern (Block Off Part of RR Street)**
7. **Central Trap Team**
  - **Bingo Fundraiser at Community Hall**
8. **Public Works - Brandon Bracht**
  - **First 100 Days**
  - **New City Truck**
  - **Rekey City Buildings**
  - **Sell Old City Generator**
  - **New Laptop/Tablet for City Shop**
  - **City Cell Phone (Upgrade)**



***HAMBURG CITY COUNCIL AGENDA  
JULY 26, 2022***

- **Lighting/Internet at Bicentennial Park**
- **Park Rentals – Use of Sink Behind Park Bathrooms**
- **Bobcat Toolcat Repairs (Estimates) – Trade-In Value**

**9. Old City Business**

- **Hamburg Zoning Code**
  - **Combing Parcels That Don't Share a Property Line**
- **Water Tower Site Lease Agreement**
- **Baseball Park Repairs**

**10. New City Business**

- **Move August 9<sup>th</sup> City Council Meeting to August 16<sup>th</sup> (Primary Election)**
- **Update Liquor License Ordinance – Baseball Club**
- **2022 Tower Demo and Water Main Project**
  - **Professional Engineering Services Proposal**
- **2022 Street Improvement Project Update**
- **Vacant Lot on Brad Street (PID 45.2010100) – Future Use**
  - **SHIP Grant**
- **ARPA Funds – Use of Funds (Project)**
- **PT Help for Public Works**

**11. City Council Reports**

- **Councilmember Jason Buckentin (Streets)**
- **Councilmember Eric Poppler (Parks)**
- **Councilmember Jessica Weber (Buildings)**
- **Councilmember Tim Tracy (Water/Sewer)**
- **Mayor Chris Lund**

**12. Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA  
JULY 26, 2022***

**COMMUNITY HALL & PARK ACTIVITIES**

**AUGUST 27 – Wedding Reception (Hall)**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

**JULY**

- 4 – Independence Day (City Offices Closed)**
- 5 – Hamburg Lions Board Meeting**
- 5 – HFD Training**
- 12 – Hamburg City Council Meeting**
- 12 – Young America Township Board Meeting**
- 18 – Hamburg Lions Club**
- 25 – Hamburg Fire Dept. (Relief Association) Meeting**

**AUGUST**

- 1 – Hamburg Lions Board Meeting**
- 1 – HFD Training**
- 2 – National Night Out**
- 6 – Community Center Rental**
- 9 – Primary Election 7:00 AM to 8:00 PM**
- 11 – Hamburg Fire Department**
- 15 – Hamburg Lions Club**
- 16 – Hamburg City Council Meeting**
  - Young America Township Meeting**
- 21 – Community Center Rental**
- 29 – Hamburg Fire Dept. (Relief Association) Meeting**



**HAMBURG CITY COUNCIL MEETING**  
**MAY 10, 2022**

**Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 pm. Those in attendance were Councilmembers Tim Tracy, Eric Poppler, Jason Buckentin, and Jessica Weber, City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Public Works Greg Schultz and Brandon Bracht, Fire Chief Steven Siewert.**

**Public Comment** - none

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

**MOTION: Councilmember Tim Tracy moved to approve the Agenda as written. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

**Consent Agenda**

- Approve Minutes for March 22, 2022/April 1, 2022/April 12, 2022
- Approve Payment of Added April 2022 Claims (\$5,073.28)
- Approve Payment of May 2022 Claims (\$50,390.12)
- Approve Time-Off Request (Greg Schultz)
- Approve Resolution Number 2022-09 (Approve Tax Forfeited Land Sale)
- Approve Cash Flow Statement for March 2022
- Delinquent Utility Billing List
- Carver County Road 50 Improvements

**MOTION: Councilmember Eric Poppler moved to approve the Consent Agenda. Seconded by Councilmember Jessica Weber. Motion was approved by all present.**

**Hamburg Fire Department – Chief Siewert**

- Storage Shed (Placement)
  - City Clerk: City Engineer recommends placing shed on the northwest corner of the community center building.
  - FD will take out dead tree and move the memorial
- Officer Wages & HFD Pension 2023
  - FD will be seeking wage and pension increases.
  - Councilmember Tim Tracy requested that Chief Siewert gather additional information from PERA regarding what the impact would be on the city if several members were to retire at the same time.



**HAMBURG CITY COUNCIL MEETING**  
**MAY 10, 2022**

**Abdo Solutions**

- 2021 City Financial Audit
  - Brad Falteysek was unable to remotely join the council meeting.

**Old City Business**

- Trebesch Litigation
  - Hold Special Meeting May 17, 2022

**MOTION: Councilmember Tim Tracy moved to hold a Special Meeting on May 17, 2022 at 6:30 pm. Seconded by Councilmember Jason Buckentin. Motion was approved by all present.**

**New City Business**

- 2022 Street Improvements Project
  - Approve Resolution Number 2022-10 (Ordering Improvements & Accepting Bid for 2022 Street Imp Project)
    - City Engineers estimated the project at \$148,110.00
    - 2 bids were received 1) Wm Mueller & Son's \$125,065.75
    - 2) Valley Paving \$169,560.80

**MOTION: Councilmember Tim Tracy moved to award the 2022 Street Improvement Project to Wm. Mueller & Son's with Resolution 2022-10 in the amount of \$125,065.75. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

- Approve Employee Handbook Revisions
  - Updated the handbook to reflect current times
  - Changed the payout of sick pay to 5 - 20 years 25%, 21 + years 40%
  - Juneteenth – we follow state mandatory guidelines

**MOTION: Councilmember Tim Tracy moved to approve the Employee Handbook revisions with the subtraction of the Juneteenth holiday. Seconded by Councilmember Jessica Weber. Motion was approved by all present.**

- Hamburg Zoning Code
  - Combine Parcels That Don't Share a Property Line
    - There is an easement for the city storm sewer on the north side of the lot. Council was left with possible scenarios to think about. City Clerk will inquire with other cities.
- Old Water Tower Demo
  - Met with Engineers – got the ok from Mn Dept. of Health to take it down. The cost of removing the water tower will be on the city. We are looking to get 2 to 3 bids and hope to get it taken down yet this year.



**HAMBURG CITY COUNCIL MEETING**  
**MAY 10, 2022**

**Public Works**

- Greg Schultz
  - Gave his 2-week notice with May 20<sup>th</sup> being his official last day. He has been with the City of Hamburg for 8 years.
  
- Brandon Bracht
  - New Public Works employee. He is ready to take on the challenges of the job and will seek his water/sewer licenses as soon as possible.

**City Council Reports**

- Councilmember Jason Buckentin (Streets) - nothing
- Councilmember Eric Poppler (Parks) - nothing
- Councilmember Jessica Weber (Buildings) - nothing
- Councilmember Tim Tracy (Water/Sewer) - nothing
- Mayor Chris Lund
  - Pond Closing Schedule sign up
  - Picture of the ship resident is donating to display in the Hall
  - BB Club – expanding the dug outs and making a few other improvements that are paid fully by the Hawks Club
  - Rep. Nash's bill goes before the floor next week. Hoping it will pass as 3.2 beer is no longer being made.

**MOTION: Councilmember Tim Tracy moved to recess the Council meeting at 7:33 pm to give Brad with Abdo Solution time to remotely join the meeting. Seconded by Councilmember Jessica Weber.**

**Mayor Chris Lund called the City Council Meeting back into session at 7:42 pm.**

**MOTION: Councilmember Jason Buckentin moved to adjourn the Hamburg City Council Meeting at 7:44 pm. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

Submitted on July 22, 2022  
by Deputy Clerk Tamara Bracht

Amended/Approved on \_\_\_\_\_, 2022

\_\_\_\_\_  
Jeremy Gruenhagen  
City Clerk/Treasurer



**HAMBURG CITY COUNCIL AGENDA**  
**JUNE 14, 2022**

Mayor Chris Lund opened the City Council meeting at 7:00pm. Those in attendance were Councilmembers Jason Buckentin, Eric Poppler, Tim Tracy and Jessica Weber, City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Public Works Brandon Bracht, FD Captain 3 Nick Mackenthun, Anthony Will with Broadband, resident Dave Chadwick.

**Public Comment** - none

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

**MOTION: Councilmember Eric Poppler moved to approve the Agenda as written. Seconded by Councilmember Jason Buckentin. Motion was approved by all present.**

**Consent Agenda**

- Approve Minutes for May 17, 2022
- Approve Payment of Added March 2022 Claims (\$1,400.49)
- Approve Payment of Added April 2022 Claims (Check #'s)
- Approve Payment of May 2022 Claims (\$32,140.46)
- Approve Payment of June 2022 Claims (\$44,979.05)
- Approve Temporary On-Sale Liquor Licenses for Baseball Club
  - June 29, July 5, 12, 13, 26, 28, 31 (7 Licenses)
- Approve Time-Off Request (Jeremy Gruenhagen)
- Approve Cash Flow Statement for April 2022
- Delinquent Utility Billing List
- Metropolitan Council Population/Household Estimates
- League of MN Cities Dues for FY 2022-23

**MOTION: Councilmember Jason Buckentin moved to approve the Consent Agenda. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

**Hamburg Fire Department – Captain 3 Nick Mackenthun**

- Captain One Officer Selection

**MOTION: Councilmember Eric Poppler moved to approve Steve Buckentin as Captain One. Seconded by Councilmember Jason Buckentin. Motion was approved by all present.**



***HAMBURG CITY COUNCIL AGENDA  
JUNE 14, 2022***

**Broadband – Anthony Will**

- Water Tower Site Lease Agreement
  - **Broadband would like to move equipment to the new water tower. They will have to add a dedicated meter, and update Appendix A to include equipment details.**

**Old City Business**

- Hamburg Zoning Code
  - Combining Parcels That Don't Share a Property Line  
**Mayor Lund directed city staff to gather data regarding all non-conforming lots in town, and to include right of ways and easements.**

**New City Business**

- Approve Liquor License Renewals
  - Parkside Tavern – On/Off Sale & Special Sunday (\$1,500)
  - Hamburg Lions Club – 3.2 Malt Liquor (No Fee) – decided no need at this time
  - Hamburg Baseball Club – 3.2 Malt Liquor (No Fee)

**MOTION: Councilmember Jason Buckentin moved to approve liquor licenses for Parkside Tavern and the Hamburg Baseball Club. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

- Schedule Public Hearing in July (Update Liquor License Ordinance)

**MOTION: Councilmember Jason Buckentin moved to hold a Public Hearing on July 26<sup>th</sup> at 7:00 p.m. with the regular City Council Meeting to follow. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

- Water/Wastewater Operations & Technical Assistance Inc. (Curt Reetz)
  - Consulting Service Agreement  
There is a \$250.00 increase with the new agreement.

**MOTION: Councilmember Tim Tracy moved to approve the Consulting Service Agreement with W.W.O.T.A. Seconded by Councilmember Jessica Weber. Motion was approved by all present.**

- Seal Coating Bids (Jacob Street & Donald Avenue)

**MOTION: Councilmember Jason Buckentin moved to award the sealcoat bid to Pearson Bro for \$18,205.92. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

- 2022 Street Improvement Project Update
  - **Project set to begin in 2 weeks and take approximately 3 weeks to complete.**





**HAMBURG CITY COUNCIL AGENDA**  
**JUNE 14, 2022**

- Bobcat Toolcat Repairs – Lano Equipment Cost Estimate
  - **It is estimated to cost a minimum of \$5,000 to repair the timing cover oil leak. One thought is to trade it in for a side-by-side that could be used to spray. It would also be a much lighter vehicle that wouldn't cause turf damage.**
- Public Nuisance Violations (Worksheet)
  - **Council declared 4 properties Public Nuisances. They have 30 days to comply or the matter will go to the Carver County Prosecutor as a misdemeanor.**
- National Night Out – August 2, 2022
- Park Rentals – End Time change from 10 to midnight
- Vacant Lot on Brad Street (PID 45.2010100) – Future Use
- SHIP Grant – Archery Range – **Public works is to contact a company to assess the space for that.**
- ARPA Funds – Use of Funds (Project)
  - **The city has received \$56,500 to recover cost from covid – to Make reporting the use of the funds easier, it would be beneficial to pick one larger project vs. several smaller ones. Ex. streets, rip-rap, etc...**
- PT Help/Overtime for Public Works

**City Council Reports**

- Councilmember Jason Buckentin (Streets) - nothing
- Councilmember Eric Poppler (Parks) – **owners are not cleaning up after their dogs.**
- Councilmember Jessica Weber (Buildings) -no
- Councilmember Tim Tracy (Water/Sewer) - no
- Mayor Chris Lund
  - **Newsletter out this week**
  - **BB tourney this weekend**

**MOTION: Councilmember Jason Buckentin moved to close the Hamburg City Council Meeting at 8:30p.m. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

Submitted on July 22, 2022  
by Deputy Clerk Tamara Bracht

Amended/Approved on \_\_\_\_\_, 2022

\_\_\_\_\_  
Jeremy Gruenhagen  
City Clerk/Treasurer

**2022 June Claims List**

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - May 2022	\$3,961.52	6/14/2022
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - May 2022	\$723.00	6/14/2022
ACH	PERA	Divided	PERA Withholding - May 2022	\$811.25	6/14/2022
ACH	PERA	Divided	PERA Withholding - June 2022	\$692.37	6/14/2022
ACH	PERA	Divided	PERA Withholding - June 2022	\$505.03	7/26/2022
ACH	HealthPartners	Divided	Health Insurance for June 2022	\$6,311.64	6/14/2022
ACH	Greg Schultz	Divided	Wages 5-16-22 to 5-29-22	\$955.40	6/14/2022
ACH	Brandon Bracht	Divided	Wages 5-16-22 to 5-29-22	\$1,754.05	6/14/2022
ACH	Tamara Bracht	Divided	Wages 5-16-22 to 5-29-22	\$958.24	6/14/2022
ACH	Jeremy Gruenhagen	Divided	June Wages (Rounds)	\$2,172.71	6/14/2022
ACH	Greg Schultz	Divided	Payout of Sick/Vacation Time	\$4,885.15	7/26/2022
ACH	Brandon Bracht	Divided	Wages 5-30-22 to 6-12-22	\$1,768.07	7/26/2022
ACH	Tamara Bracht	Divided	Wages 5-30-22 to 6-12-22	\$985.86	7/26/2022
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$168.00	6/14/2022
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for May 2022	\$35.90	6/14/2022
ACH	Verizon Wireless	General Gov't	City Cell Phone Plan	\$129.05	6/14/2022
ACH	ZOOM	General Gov't	Video Conferencing	\$16.09	6/14/2022
ACH	Kwik Trip	Divided	Fuel for City Vehicles and FD	\$244.35	6/14/2022
Debit Card	Amazon	Divided	Rain Guage, Cleaning Supplies, Office Supplies (Paper)	\$176.96	6/14/2022
Debit Card	Amazon	General Gov't	Ink Cartridges fro Shop Printer	\$85.50	6/14/2022
Debit Card	Mid-County Coop	Divided	Weed Killer Chemicals	\$299.06	6/14/2022
Debit Card	Amazon	Sewer	Dawn Dish Soap	\$16.62	7/26/2022
Debit Card	Amazon	Sewer	Dawn Dish Soap	\$16.62	7/26/2022
Debit Card	Amazon	Park & Rec.	Hearing Protection Headphones	\$84.99	7/26/2022
Debit Card	Amazon	General Gov't Bldgs	2 Scan Disc Memory Cards	\$16.59	7/26/2022
Debit Card	USPS	General Gov't	EDDM Postage for June 17, 2022 Newsletter	\$79.40	7/26/2022
Debit Card	MN Rural Water Association	Public Works	Hydrant Repair Training	\$150.00	7/26/2022
21116	212 Equipment	General Gov't	Weed Whip and Power Head	\$805.60	6/14/2022
21117	Abdo	General Gov't	Certified Audit Services per Agreement for Year-ended 12-31-2021	\$4,000.00	6/14/2022
21118	Bolton & Menk	General Gov't	Profes. Services for Research & Corresp. for Signage.Storage Buildings,	\$320.00	6/14/2022
21119	Bradley Security	Water	Remove Exit Device, Tighten Cylinders and Test at WTP	\$196.00	6/14/2022
21120	CarverLink	Divided	Internet Services - May	\$80.00	6/14/2022
21121	Carver County Sheriff	Public Safety	2022 Police Contract - 1st Half	\$8,631.50	6/14/2022
21122	Cintas	Hall	Cleaning Supplies	\$101.71	6/14/2022
21123	Clarke Mosquito Management	Public Safety	Mosquito Control 2022 (First of 3 Treatments)	\$1,364.75	6/14/2022
21124	Coordinated Business Systems	General Gov't	Intermedia Monthly Charge Services and Equipment	\$57.16	6/14/2022
21125	Dammann Seed Sales	Hall	5 Bags of 25# Athletic Turf Mixture for Behind the Hall	\$475.00	6/14/2022
21126	Flow Measurement & Conrol	Divided	Certification of Wet Well, Pump #2 and Well #3	\$848.00	6/14/2022
21127	Gopher State One	Divided	May Locates (15)	\$20.25	6/14/2022
21128	Home Solutions	Divided	GT Adjustable Nozzle, Rodent Bait, and Trap	\$32.37	6/14/2022
21129	Jaime Haas	Park	Refund of Park Rental Damage Deposit	\$100.00	6/14/2022
21130	Loffler Companies	General Gov't	May Copies	\$78.14	6/14/2022
21131	McLeod Publishing	General Gov't	Job Posting Advertisement for Part-time Summer Help	\$69.60	6/14/2022
21132	Minnesota Pump Works	Sewer	Pulled Pump #2 at Park, Cleared of RV Hose, Reinstalled & Tested	\$771.40	6/14/2022
21133	MN Department of Health	Water	2nd Quarter 2022 Community Water Supply Service Connect Fee	\$524.00	6/14/2022
21134	MNSPECT, LLC	Public Safety	Residential Building Permits @ 821 William, 150 Jacob, 625 Kim	\$304.28	6/14/2022
21135	MVTL Labs	Sewer	Sewer Pond Sample on 5-25-22/5-30-22/6-9-22	\$312.00	6/14/2022
21136	NAPA Auto Parts	General Gov't Bldgs	1 Case Heavy Duty Oil, 1 Quart 2 Cycle MP Lube	\$55.37	6/14/2022
21137	North American Safety	Public Works	5 Embroidered Safety Shirts	\$294.50	6/14/2022
21138	Plunkett's Pest Control	General Gov't Bldgs	General Pest Control at City Hall and FD on 6-3-2022	\$42.13	6/14/2022
21139	S.E.H.	Divided	2022 Street Project, Water Tower Demo, Sewer Lift and Pond Inquiry	\$1,223.57	6/14/2022
21140	Viking Bottling Company	Divided	Syrup Canisters for Hall, Bottled Pop for Park Machine	\$534.50	6/14/2022
21141	W.W.O.T.A	Divided	Water/Wastewater Training & Assistance for May 2022	\$875.64	6/14/2022
21142	Waste Management	Sanitation	30 Yard Flat Waste Container for May	\$296.04	6/14/2022
21143	Wm. Mueller & Sons	Divided	Fuel for City Vehicles and Equipment	\$625.54	6/14/2022
21144	Xcel Energy	Divided	Electricity/Natural Gas Services	\$2,444.91	6/14/2022
21145	VOID	VOID	VOID - Printer Issue	\$0.00	7/26/2022
21146	VOID	VOID	VOID - Printer Issue	\$0.00	7/26/2022
21147	212 Equipment	Divided	High-Flo Demand Pump, Mower Blade and Grease for Exmark	\$330.16	7/26/2022
21148	Abdo	General Gov't	Review of the Office of State Auditor City Financial Reporting Form	\$825.00	7/26/2022
21150	Canon	General Gov't	Canon Copier Gov't Contract for June	\$33.13	7/26/2022
21151	Countryside Flagpole	General Gov't	Solid Brass Flag Snap, Bucket Truck Service	\$257.50	7/26/2022
21152	Ehlers Bond Trust Services	Public Works (Streets)	General Obligation Improvement Bond, Series 2007A	\$333.75	7/26/2022
21153	Galls	Public Safety (FD)	Uniforms	\$6.75	7/26/2022
21154	Gopher State One	Divided	5 March Locates	\$1,006.15	7/26/2022
21155	Hawkins Chemicals	Water	Chemicals for WTP	\$113.39	7/26/2022
21156	Home Solutions	Divided	Bow Rake, Sprinkler, 2 Way Connector, Hamm Bit, Misc. Hardware, 4" Fra	\$198.31	7/26/2022
21157	Jared Mackenthun	Public Safety (FD)	Mileage Reimbursement for State School and FAO Classes	\$2,784.60	7/26/2022
21158	Melchert-Hubert & Sjodin PLLP	General Gov't	Data Practices Act, Liquor License, Employment, Storm Sewer/Old RR	\$74.91	7/26/2022
21159	Metronet	Divided	Fiber Phone Services for July	\$145.00	7/26/2022
21160	MN Fire Service Cert. Board	Public Safety (FD)	Fire Apparatus Certification Exam for Jared Mackenthun	\$252.50	7/26/2022
21161	MN Public Facilities Authority	Divided	Bond Debt Service Payment	\$147,734.55	7/26/2022
21162	MVTL Labs	Sewer	Sewer Ponds Lab Work (3 Samples)	\$50.00	7/26/2022
21163	North American Safety, Inc.	Public Works	2 Embroidered Safety Shirts	\$185.50	7/26/2022
21164	Norwood Electric	Hall	Water Heater Hook-up	\$96.66	7/26/2022
21165	Per Mar Security	Water	Base Alarm Monitoring for WTP 7-24-22 to 10-23-22	\$593.95	7/26/2022
21166	Runnings Supply	General Gov't Bldgs	Hammer/Impact Drill Kit, 25" Chain, File, Safety Helmet, Gloves	\$2,085.00	7/26/2022
21167	Tim Muenzel	Public Safety (FD)	Repairs to Fire Engine 13	\$2,085.00	7/26/2022
Debit	Security Bank & Trust	Divided	Returned Payment for Utility Bill	\$269.89	7/26/2022
Debit	Security Bank & Trust	Divided	Returned Payment for Utility Bill - NSF Fee	\$25.00	7/26/2022
			<b>June Claims</b>	<b>\$212,974.08</b>	
			<b>June Claims</b>	<b>\$44,979.05</b>	<b>6/14/2022</b>
			<b>June Added Claims</b>	<b>\$167,995.03</b>	<b>7/26/2022</b>
				<b>\$212,974.08</b>	

### 2022 July Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - June 2021	\$4,864.16	7/26/2022
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - June 2021	\$993.00	7/26/2022
ACH	MN Dept. of Revenue	Divided	Sales & Use Tax for 2nd Qtr 2022	\$87.00	7/26/2022
ACH	PERA	Divided	PERA Withholding - June 2021	\$839.25	7/26/2022
ACH	PERA	Divided	PERA Withholding - July 2021	\$439.86	7/26/2022
ACH	PERA	Divided	PERA Withholding - July 2021	\$519.21	7/26/2022
ACH	HealthPartners	Divided	Health Insurance for July 2022	\$1,603.60	7/26/2022
ACH	Optum Bank	General Gov't	2nd Qtr 2022	\$30.00	7/26/2022
ACH	Brandon Bracht	Divided	Wages 6-13-22 to 6-26-22	\$1,841.02	7/26/2022
ACH	Tamara Bracht	Divided	Wages 6-13-22 to 6-26-22	\$567.29	7/26/2022
ACH	Jeremy Gruenhagen	Divided	June Wages (Rounds)	\$2,205.64	7/26/2022
ACH	Brandon Bracht	Divided	Wages 6-27-22 to 7-10-22	\$1,773.43	7/26/2022
ACH	Tamara Bracht	Divided	Wages 6-27-22 to 7-10-22	\$1,054.42	7/26/2022
ACH	Jeremy Gruenhagen	Divided	July Wages (Rounds)	\$2,119.83	7/26/2022
ACH	Verizon Wireless	General Gov't	City Cell Phone Plan	\$129.05	7/26/2022
ACH	Google	General Gov't	Email Account Service for July 2021	\$168.00	7/26/2022
ACH	MN Dept. of Labor & Industry	Public Safety (FD)	2nd Quarter 2020 Building Permit Surcharge	\$8.22	7/26/2022
ACH	ZOOM	General Gov't	Video Conferencing for June	\$16.09	7/26/2022
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for June 2022	\$30.70	7/26/2022
Debit Card	Amazon	Sewer	Dish Soap	\$16.62	7/26/2022
Debit Card	Amazon	Park & Rec.	Blue Tooth Hearing Protection Headset,	\$84.99	7/26/2022
Debit Card	Amazon	General Gov't	2 Scan Disks for Computer Storage	\$16.59	7/26/2022
Debit Card	Amazon	General Gov't	hp Laserjet Replacement Parts and Ink Cartridge	\$65.87	7/26/2022
Debit Card	Hamburg Post Office	Divided	Postcard Stamps - 10 Rolls	\$480.00	7/26/2022
Debit Card	Amazon	Sewer	Dish Soap	\$15.58	7/26/2022
Debit Card	Amazon	Divided	Batteries for FD, Color Printer Ink, Bathroom Freshner	\$117.71	7/26/2022
21149	CarverLink	Divided	Internet Services for July - City Office, Hall & Park	\$120.00	7/26/2022
21168	Clarke Mosquito	Public Safety	Mosquito Control 2022 (Second of 3 Treatments)	\$1,364.75	7/26/2022
21169	Coordinated Business Systems	General Gov't	Intermedia Monthly Charge Services and Equipment	\$57.16	7/26/2022
21170	ECM Publishing	General Gov't	PT Maintenance Ad	\$504.00	7/26/2022
21171	Gopher State One	Divided	June Locates (10 @ \$1.35)	\$13.50	7/26/2022
21172	Hilger's Plumbing & Heating	Water	Disconnect Temporary Water Supply at 152 Jacob St.	\$525.00	7/26/2022
21173	Johnny Egan	Park & Rec.	Reimbursement for Duck Pond Expenses	\$257.51	7/26/2022
21174	Katie Meyers	Water	Refund of Final Water Bill Over Payment	\$4.61	7/26/2022
21175	Kayla Erickson	Water	Refund of Final Water Bill Over Payment	\$5.64	7/26/2022
21176	Lano Equipment	Public Works	Diagnostic Services for Toolcat	\$243.68	7/26/2022
21177	Loffler Equipment	General Gov't	June Copies	\$81.48	7/26/2022
21178	McLeod Publishing	General Gov't	PT Maintenance Ad	\$393.96	7/26/2022
21179	MNSPECT	Public Safety	Residential Permit HB2022-00003 Re-Roof @ 152 Jaco	\$35.00	7/26/2022
21180	NAPA Auto Parts	Park & Rec.	Oil for Ford Ranger	\$38.65	7/26/2022
21181	News & Times	General Gov't	Annual Subscription Renewal	\$66.35	7/26/2022
21182	Robb's Electric	General Gov't Bldgs	Replaced 2 Photo-Eyes Sensors on Outside Lights	\$272.05	7/26/2022
21183	Security Bank & Trust	Storm Water	Interest - G.O. Public Utility Revenue Bonds, 2019A	\$6,562.50	7/26/2022
21184	Viking Bottling Co.	Hall	Pop Syrup Canisters	\$224.00	7/26/2022
21185	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for June 2022	\$1,610.12	7/26/2022
21186	Waste Management	Sanitation & Recycl.	30 Yard Flat Green Yard Waste Container	296.04	7/26/2022
21187	Wm. Mueller & Sons	Divided	Fuel for City Vehicle, Lawnmower, & Hawks Lawn Mov	\$378.03	7/26/2022
21188	Xcel Energy	Water	Electricity for Water Tower	\$179.84	7/26/2022
21189	Customized Fire Rescue Training	Public Safety (FD)	Live Burn Training from August, 2021	\$600.00	7/26/2022
21190	Jeremy Gruenhagen	General Gov't	Reimb. for Mileage (Jan-June) & Lunch on Greg's Last	\$248.53	7/26/2022
21191	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for July	\$33.13	7/26/2022
21192	Carver County Sheriff's Office	General Gov't	4.25 Hours Overtime for Deputy Voigt - Assault Inves	\$292.32	7/26/2022
21193	Carver County Attorney's Office	General Gov't	2nd Quarter Fines Collected and Surcharge	\$266.76	7/26/2022
21194	Cintas	Hall	Cleaning Supplies	\$86.51	7/26/2022
21195	Performance Plus (Health Strategies)	Public Safety (FD)	19 Fit Tests and Mask Fittings	\$1,927.50	7/26/2022
21196	Melchert-Hubert & Sjodin, PLLP	General Gov't	Liquor License Matter	\$655.20	7/26/2022
21197	Metronet	Divided	Fiber Phone Service for August	\$75.60	7/26/2022
21198	Mini Biff	Park & Rec.	Handicap Mini Biff Rental with Damage Waiver	\$148.92	7/26/2022
21199	NAPA Auto Parts	Divided	Oil, Filters, Degreaser, Vehicle Wash Detergent, Printe	\$206.70	7/26/2022
21200	Plunkett's Pest Control	Divided	Pest Control at all City Buildings on 7-11-22	\$148.86	7/26/2022
21201	S.E.H.	General Gov't	2022 Street Improvement Project, Review of 4 Projects	\$1,156.20	7/26/2022
21202	Wm. Mueller & Sons	Divided	Fuel for City Vehicles and Equipment	\$96.28	7/26/2022
21203	Xcel Energy	Divided	Electricity/Natural Gas Services	\$2,845.92	7/26/2022
				\$42,109.43	

# CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: July 26, 2022

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: August 3, 2022

How many **Vacation** hours will be used? 8

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  
Employee Signature

7-26-22  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



	Beginning Balance 1/1/2022	2022 Budget Income	2022 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 5/31/2022	
<b>General Fund</b>	<b>\$464,609.95</b>	<b>\$602,807.00</b>	<b>\$625,653.00</b>	<b>\$441,763.95</b>	<b>\$29,926.31</b>	<b>\$192,124.03</b>	<b>\$302,412.23</b>	
General Gov't								
Public Safety (Fire Dept.)			\$340,260.00	\$123,458.00		\$114,342.58		
Public Works (Streets)			\$123,458.00	\$55,923.00		\$19,972.82		
Sanitation & Recycling			\$4,500.00	\$43,202.00		\$0.00		
Parks & Recreation			\$58,310.00	\$0.00		\$5,482.05		
Comm. Hall			\$29,520.00	\$554,439.35	\$76.83	\$17,398.32		
<b>Special Revenue Funds</b>	<b>\$563,619.35</b>	<b>\$20,340.00</b>	<b>\$29,520.00</b>	<b>\$554,439.35</b>	<b>\$76.83</b>	<b>\$0.00</b>	<b>\$563,696.18</b>	
City Of Hamburg (Savings)	\$549,310.70	\$14,285.00	\$0.00	\$534,075.70	\$67.72	\$0.00	\$549,378.42	
Fire Equipment CD	\$14,308.65	\$6,055.00	\$0.00	\$20,363.65	\$9.11	\$0.00	\$14,317.76	
<b>Debt Service</b>	<b>\$20,343.77</b>	<b>\$30,927.00</b>	<b>\$42,112.25</b>	<b>\$9,158.52</b>	<b>\$0.00</b>	<b>\$16,242.50</b>	<b>\$4,101.27</b>	
<b>Total (Tax Revenue Funds)</b>	<b>\$1,048,573.07</b>	<b>\$654,074.00</b>	<b>\$697,285.25</b>	<b>\$1,005,361.82</b>	<b>\$30,003.14</b>	<b>\$208,366.53</b>	<b>\$870,209.68</b>	
<b>Enterprise Funds</b>								
Water	\$182,733.83	\$222,585.00	\$259,012.86	\$146,305.97	\$70,941.42	\$41,129.46	\$212,545.79	
Sewer	\$346,310.44	\$73,227.87	\$78,332.34	\$341,205.97	\$25,935.99	\$120,923.37	\$251,323.06	
Storm Water	\$99,350.11	\$70,582.60	\$69,848.44	\$100,084.27	\$26,160.86	\$63,480.04	\$62,030.93	
<b>Total (Enterprise Funds)</b>	<b>\$628,394.38</b>	<b>\$366,395.47</b>	<b>\$407,193.64</b>	<b>\$587,596.21</b>	<b>\$123,038.27</b>	<b>\$225,532.87</b>	<b>\$525,899.78</b>	
<b>Totals</b>	<b>\$1,676,967.45</b>	<b>\$1,020,469.47</b>	<b>\$1,104,478.89</b>	<b>\$1,592,958.03</b>	<b>\$153,041.41</b>	<b>\$433,899.40</b>	<b>\$1,396,109.46</b>	
<b>Debt Summary</b>	<b>Remaining Balance 1/1/2022</b>	<b>Remaining Assessment 1/1/2022</b>	<b>Cash &amp; Investments</b>	<b>2022 Principle Payments</b>	<b>Date Due</b>	<b>Paid</b>	<b>Maturity Date</b>	<b>Unfunded Balance 12/31/2022</b>
1992 Streets	\$0.00	\$2,040.20	\$0.00	\$0.00			2012	(\$2,040.20)
2007 Streets	\$30,000.00	\$0.00	\$8,227.27	\$15,000.00	2/1/22 & 8/1/22		2/1/2023	\$6,772.73
Cert. of Indebtedness (2018 Pumper)	\$45,600.00	\$0.00	\$12,116.51	\$22,800.00	10/31/2022		10/31/2023	\$10,683.49
Water Wells Project	\$15,000.00	\$0.00	\$0.00	\$15,000.00	2/20/22 & 8/20/22		8/20/2022	\$0.00
Water Treatment Plant	\$172,000.00	\$0.00	\$0.00	\$56,000.00	2/20/22 & 8/20/22		8/20/2024	\$116,000.00
Sanitary Sewer Improvements	\$104,088.23	\$44,540.25	\$0.00	\$16,000.00	2/20/22 & 8/20/22		8/20/2030	\$43,547.98
Storm Water Improvements	\$730,000.00	\$0.00	\$0.00	\$60,000.00	2/1/22 & 8/1/22		2/1/2032	\$670,000.00
Water Tower/Water Main Imp Project	\$1,315,305.20	\$0.00	\$0.00	\$52,000.00	2/20/22 & 8/20/22		8/20/2044	\$1,263,305.20
<b>Totals</b>	<b>\$2,411,993.43</b>	<b>\$46,580.45</b>	<b>\$20,343.78</b>	<b>\$236,800.00</b>				<b>\$2,108,269.20</b>

Cash Flow Actuals

	January	February	March	April	May	June	Totals
<b>Income</b>							
Property Taxes	\$1,206.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,206.35
Licenses & Permits	\$613.67	\$0.00	\$0.00	\$1,420.36	\$1,607.00	\$0.00	\$3,641.03
Intergov't Receipts (Aids)	\$1,370.00	\$11,482.28	\$0.00	\$0.00	\$0.00	\$0.00	\$12,852.28
Charges for Services							
Assessment Searches	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00
Comm Ctr Rentals	\$0.00	\$0.00	\$150.00	\$0.00	\$450.00	\$0.00	\$600.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Dept. Revenues	\$0.00	\$0.00	\$0.00	\$450.00	\$0.00	\$0.00	\$450.00
Park Rentals	\$0.00	\$0.00	\$100.00	\$0.00	\$1,000.00	\$0.00	\$1,100.00
Hall Receipts	\$150.00	\$0.00	\$872.00	\$675.00	\$762.00	\$2,459.00	\$2,459.00
Fines	\$0.00	\$90.00	\$363.32	\$206.65	\$266.64	\$926.61	\$926.61
Misc. Receipts	\$4,932.05	\$79.22	\$40.55	\$12.00	\$723.55	\$0.00	\$6,507.37
Other Receipts							
Insurance Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (Checking)	\$18.84	\$15.66	\$16.39	\$36.30	\$76.48	\$0.00	\$163.67
Interest Income (Savings)	\$0.00	\$0.00	\$76.83	\$0.00	\$0.00	\$0.00	\$76.83
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds/Sale of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$1,773.33	\$0.00	\$0.00	\$0.00	\$1,773.33
Water Service	\$17,359.21	\$13,719.83	\$16,604.71	\$9,462.48	\$13,795.19	\$70,941.42	\$70,941.42
Sewer Service	\$5,219.55	\$4,791.92	\$5,248.18	\$3,529.14	\$5,373.87	\$24,162.66	\$24,162.66
Storm Water	\$6,032.30	\$5,444.70	\$5,510.91	\$3,787.17	\$5,385.78	\$26,160.86	\$26,160.86
	<b>\$36,901.97</b>	<b>\$36,343.61</b>	<b>\$30,776.22</b>	<b>\$19,579.10</b>	<b>\$29,440.51</b>	<b>\$0.00</b>	<b>\$153,041.41</b>
<b>Expenses</b>							
General Gov't	\$17,258.21	\$20,722.73	\$31,277.90	\$14,180.23	\$30,903.51	\$114,342.58	\$114,342.58
Public Safety	\$2,687.34	\$3,950.00	\$5,138.10	\$1,942.67	\$6,254.71	\$19,972.82	\$19,972.82
Public Works	\$4,302.11	\$15,970.07	\$3,386.79	\$681.88	\$10,707.41	\$34,928.26	\$34,928.26
Sanitation & Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Park & Recreation	\$186.17	\$331.46	\$223.95	\$1,011.57	\$3,728.90	\$5,482.05	\$5,482.05
Hall Expenses	\$2,334.36	\$3,715.09	\$3,433.71	\$1,518.19	\$6,396.97	\$17,398.32	\$17,398.32
Debt Service	\$16,242.50	\$0.00	\$0.00	\$0.00	\$0.00	\$16,242.50	\$16,242.50
Capital Project Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$4,461.69	\$5,054.15	\$5,391.31	\$4,397.63	\$9,048.19	\$28,352.97	\$28,352.97
Sewer	\$6,708.07	\$3,136.67	\$91,642.41	\$3,404.41	\$15,378.14	\$120,269.70	\$120,269.70
Storm Water	\$0.00	\$0.00	\$0.00	\$571.20	\$112.75	\$683.95	\$683.95
	<b>\$54,180.45</b>	<b>\$52,880.17</b>	<b>\$140,494.17</b>	<b>\$27,587.78</b>	<b>\$82,530.58</b>	<b>\$0.00</b>	<b>\$357,673.15</b>
<b>Other Expenses (DEBT)</b>							
Wells/WTP Bonds	\$2,199.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,199.15
Water Imp. Bonds (2011)	\$4,186.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,186.41
Water Tower Project	\$6,390.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,390.93
Sewer Imp. Bonds (2011)	\$653.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$653.67
Storm Water Imp. Bonds (2011)	\$62,796.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,796.09
Total Other Expenses	<b>\$76,226.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$76,226.25</b>
<b>Checking Balance</b>	<b>\$1,583,462.72</b>	<b>\$1,566,926.16</b>	<b>\$1,457,208.21</b>	<b>\$1,449,199.53</b>	<b>\$1,396,109.46</b>	<b>\$1,396,109.46</b>	<b>\$1,396,109.46</b>
<b>Net Income (Loss)</b>	<b>(\$93,504.73)</b>	<b>(\$16,536.56)</b>	<b>(\$109,717.95)</b>	<b>(\$8,008.68)</b>	<b>(\$53,090.07)</b>	<b>\$0.00</b>	<b>(\$280,857.99)</b>



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July 13, 2022

The Honorable Chris Lund  
Mayor, City of Hamburg  
PO Box 248  
Hamburg, MN 55339

RE: Hamburg WWTP  
NPDES/SDS Permit Number MNG585386  
WW Compliance Evaluation Inspection

Dear Mayor Lund:

Enclosed is the WW Compliance Evaluation Inspection Report (Report) that resulted from an inspection of the Hamburg WWTP (Regulated Party) on June 30, 2022, by Cara Omana of the Minnesota Pollution Control Agency (MPCA). Non-compliant requirements identified at the time of inspection are listed on pages 9-10 of the Report.

Corrective actions and deadlines are listed on pages 9-10 of the Report.

Please be aware, this correspondence does not preclude the MPCA from taking further action in response to non-compliance identified.

If you have any questions, please contact me at 651-757-2891 or by email at [cara.omana@state.mn.us](mailto:cara.omana@state.mn.us).

Thank you for your attention to this matter.

Sincerely,

*Cara Omana*

This document has been electronically signed.

Cara Omana  
Environmental Specialist  
Municipal Division

CO:jg

Enclosure

cc: Jeremy Gruenhagen, City Clerk/Treasurer (w/enclosure)  
Curt Reetz, Facility Operator (w/enclosure)  
Activity ID INS20220001 @ 1187

**Water Quality Point Source Program  
WW Compliance Evaluation Inspection Report**

**Facility information:**

Facility name: Hamburg WWTP  
 Permit number: MNG585386  
 Address: 15407 Vera Ave, Hamburg, Minnesota 55339  
 SIC code: 4952 - Sewerage Systems  
 Permit expiration date: 11/30/2023  
 Facility design flow: 0.063 million gallons per day (MGD) average wet-weather (AWW)  
 EPA facility type classification: EPA Minor (Minor: <1.0 MGD AWW Design; Major: >1.0 MGD AWW Design)  
 Type of flow: Domestic  
 Land application type: N/A

**Geographic information:**

MPCA region: MPCA Metro Region  
 County: Carver  
 Basin: Minnesota River  
 Major watershed: Lower Minnesota River  
 Receiving water: Judicial Ditch 3A

**Those present during the inspection:**

Curt Reetz, Facility Operator  
 Brandon Bracht, Facility Operator

**MPCA representatives:**

Cara Omana, Environmental Specialist

**Inspection information:**

Inspection date: June 30, 2022  
 Inspection category: Routine Inspection  
 Inspection type: WW Compliance Evaluation Inspection

**Facility components:**

- Primary treatment - primary stabilization pond
- Secondary Stabilization Pond

**Treatment plant operators:**

Name	Email	Phone	Class	Expiration
Greg Schultz	<a href="mailto:publicworks@cityofhamburgmn.com">publicworks@cityofhamburgmn.com</a>	952-290-3541	D	06/01/2024
Jeremy Gruenhagen	<a href="mailto:CityAdmin@CityofHamburgmn.com">CityAdmin@CityofHamburgmn.com</a>	952-467-3232	D	04/01/2025

If any of the above Treatment plant operators, including their associated contact information are inaccurate, please submit those edits to Tracy Finch ([tracy.finch@state.mn.us](mailto:tracy.finch@state.mn.us)) and Andrea Ebner ([andrea.ebner@state.mn.us](mailto:andrea.ebner@state.mn.us)).



**Facility contacts:**

Name	Relationship	Phone	Email
Greg Schultz	is 24-Hour emergency contact - Secondary for is 24-Hour emergency contact-Primary for is Online Subscriber for	952-992-9514	<a href="mailto:publicworks@cityofhamburgmn.com">publicworks@cityofhamburgmn.com</a>
Justin Black	is contractor for	952-913-0702	<a href="mailto:jblack@sehinc.com">jblack@sehinc.com</a>
Richard Malz	is responsible official for	952-467-3232	<a href="mailto:hamburgcityhall@gmail.com">hamburgcityhall@gmail.com</a>
Jeremy Gruenhagen	is DMR recipient for is Wastewater Billing Contact for is billing contact for is general permit contact for	952-467-3232	<a href="mailto:hamburgcityhall@gmail.com">hamburgcityhall@gmail.com</a>

If any of the above contacts are inaccurate, please submit the appropriate form to

[NPDES.PCA@state.mn.us](mailto:NPDES.PCA@state.mn.us):

- To remove an Online Subscriber contact, please submit an [e-Services: Request to remove account holder authorization](#) (wq-wwprm7-100b)
- For all other contact updates, please submit a [Permit contact change form](#) (wq-wwprm7-72)

**Inspection Summary**

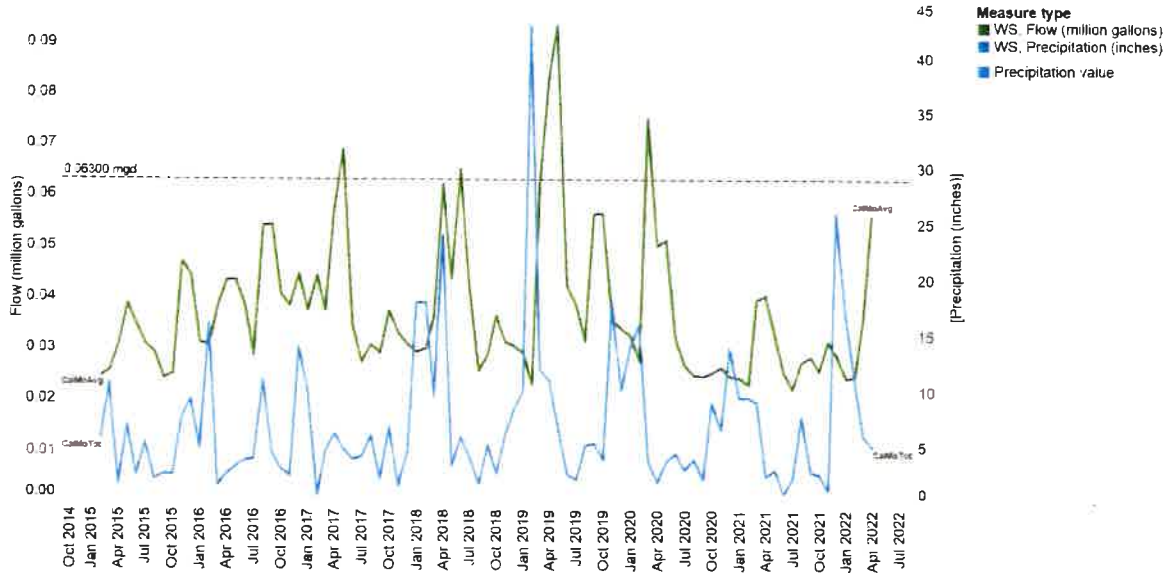
Inspection/Records Review Timeframe: June 2019 to June 2022

A WW Compliance Evaluation Inspection was conducted on June 30, 2022, by Cara Omana of the Minnesota Pollution Control Agency (MPCA) to determine the compliance of Hamburg WWTP (Regulated Party) with the terms and conditions of its National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Permit.

**Key:** A = Advisory    C = Compliant    NC = Non-Compliant    NI = Not Inspected    NA = Not Applicable

Compliance status	Requirement and notes
	<b>Overall physical condition of the plant</b>
	<p><b>Comments:</b> The Hamburg WWTP (Facility) appeared to be good operating condition. Weed growth and some deteriorating riprap was noted at the Facility. See comments below under <i>Stabilization pond operation</i>.</p>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<p><b>Adequate Operation &amp; Maintenance to achieve permit compliance</b></p> <ul style="list-style-type: none"> <li>• <b>Certified Operator</b></li> <li>• <b>Maintenance schedule - daily, weekly, and monthly</b></li> <li>• <b>Chemical additives/Bioaugmentation approved</b></li> </ul>
	<p><b>Comments:</b> The Facility has recently contracted Curt Reetz (Class A) as the Facility's certified operator due to staff turnover. Notification was made to MPCA of the change in operator contract status on 6/27/22. The Facility does not use chemical additives in the treatment process.</p>
<input type="checkbox"/> NI <input type="checkbox"/> NA	<p><b>Inflow &amp; Infiltration (I&amp;I)/collection system</b></p> <ul style="list-style-type: none"> <li>• <b>Number of lift stations: 2</b> <ul style="list-style-type: none"> <li>○ <b>Alarm System:</b> Dialer, audible</li> </ul> </li> <li>• <b>Miles of sanitary sewer: 5</b> <ul style="list-style-type: none"> <li>○ <b>Inspection/cleaning program frequency:</b> Every 4-5 years</li> <li>○ <b>I&amp;I ordinance in effect – If yes, is it enforceable:</b> Yes</li> </ul> </li> </ul>
	<p><b>Comments:</b> The City has a point-of-sale ordinance in effect to inspect for illegal connections. There is currently a provision for sump pumps to connect to the sewer over the winter months, which contributes to I&amp;I. It is planned to continue I&amp;I reduction work.</p>
	<p><b>Flow data (<a href="#">compare design flow to actual flow</a>)</b></p> <ul style="list-style-type: none"> <li>• <b>Design Flow:</b> 0.063 MGD</li> <li>• <b>Actual Flow (3-4 yr. avg):</b> 0.038 MGD or 61% of design flow</li> </ul>

Monthly Flow & Precipitation values for Hamburg WWTP



Compliance status	Requirement and notes
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Equipment calibration - Flow instrument calibration methods</b> <ul style="list-style-type: none"> <li>Flow equipment (pump run times, meters, etc.)</li> </ul> <p><b>Comments:</b> The influent mag meter is verified twice annually by Flow Measurement and Control. The effluent flow is a controlled discharge of 6 in/day.</p>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Releases/Incidents prohibited</b> <p><b>Comments:</b> There were no releases over the review period.</p>
Compliance status	Requirement and notes
<input type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A <input checked="" type="checkbox"/> NA	<b>Release follow-up:</b> <ul style="list-style-type: none"> <li>Take all reasonable steps to immediately end release</li> <li>Notify Duty Officer immediately</li> <li>Recover as rapidly and thoroughly as possible</li> </ul>
<input type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A <input checked="" type="checkbox"/> NA	<b>Release sampled and results submitted within 30 days</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Nuisance conditions prohibited</b> <p><b>Comments:</b> Not applicable.</p>
<input type="checkbox"/> NI	<b>Sampling methods/lab certification</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Representative sampling (Sample type, location, timing)</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Additional sampling (If yes – reported on Discharge Monitoring Reports (DMRs) and Sample Values)</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Certified lab analyzes samples or field parameters in-house and calibrations compliant</b> <ul style="list-style-type: none"> <li><b>Certified laboratory name:</b> Minnesota Valley Testing Laboratories, Inc. (State Lab ID:027-015-125, EPA Lab Code:MN00008)</li> </ul> <p><b>Comments:</b> Samples are stored on ice in coolers and picked up by courier.</p>

Compliance status	Requirement and notes
	<p><b>Field parameter analysis: potential of hydrogen (pH)</b></p> <ul style="list-style-type: none"> <li>Instrument manufacturer and model: Oakton</li> <li>Calibration procedure and records</li> <li>Minimum of two point calibration</li> <li>Buffers current (e.g., not expired)</li> <li>Calibrated each day of sample</li> </ul> <p><b>Comments:</b> The pH meter is calibrated before use or once per day with buffers 7 and 10. The meter is verified with buffer 7. Calibration records were available onsite.</p>
	<p><b>Field parameter analysis: Dissolved Oxygen (DO)</b></p> <ul style="list-style-type: none"> <li>Instrument manufacturer and model: YSI 550</li> <li>Calibration procedure and records</li> <li>Calibration frequency: before use</li> </ul> <p><b>Comments:</b> The DO meter is calibrated before each use. Calibration records were available onsite.</p>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<p><b>Sample preservation and procedures</b></p> <ul style="list-style-type: none"> <li>Sample type (e.g., Comp. vs. Grab) compliant with Limits &amp; Monitoring</li> <li>Holding times (e.g., pH, TRC, DO within 15 min., etc.)</li> <li>Thermal preservation adequate (<math>\leq 6^{\circ}</math>Celsius)</li> <li>Composite samples refrigerated during sample collection if applicable</li> <li>Thermometers (Sample Fridge, etc. checked annually with National Institute of Standards and Technology)</li> </ul> <p><b>Comments:</b> All samples are grab samples and are stored in a cooler prior to pick up. Records are kept to document that required samples are analyzed within 15 minutes of collection.</p>
<input type="checkbox"/> NI	<b>DMRs/sample values/annual reports</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C	<p><b>Timeliness</b></p> <ul style="list-style-type: none"> <li>Reports (Required reports submitted on time)</li> <li>Permit application submitted on time</li> <li>Sample Values submitted on time</li> <li>DMRs submitted on time</li> </ul> <p><b>Comments:</b> There were no DMRs submitted late over the review period. There are no annual reports required in the current permit.</p>

**Total DMR forms required for the past 36 months - 72**

Compliance status	Requirement and notes
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<p><b>Completing Reports (DMRs, etc. complete and submitted on MPCA approved forms)</b></p> <p><b>Accuracy (e.g., Lab data match all DMR values and frequency)</b></p>
<input checked="" type="checkbox"/> NC <input type="checkbox"/> C	<p><b>Frequency of sampling (as required by permit, no missed samples)</b></p> <p><b>Comments:</b> Influent samples were not taken in December 2019. See <i>Alleged Violations</i> for further detail. A makeup sample was taken in January 2020 and appropriate comments were included on the December 2019 DMR to explain what happened.</p>

**DMR parameters**

Type of parameter	Total required	Missing	Percent missing	Limit violations	Percent violations
All parameters	771	4	0.5%	9	1.17%

Station	DMR monitoring period	Parameter
WS 001	12/01/2019 - 12/31/2019	BOD, Carbonaceous 05 Day (20 Deg C) - Calendar Quarter Average [Avg Conc]
WS 001	12/01/2019 - 12/31/2019	Phosphorus, Total (as P) - Calendar Quarter Average [Avg Conc]
WS 001	12/01/2019 - 12/31/2019	Solids, Total Suspended (TSS) - Calendar Quarter Average [Avg Conc]
WS 001	12/01/2019 - 12/31/2019	pH - Instantaneous Maximum [Max Conc]

Compliance status	Requirement and notes
<input checked="" type="checkbox"/> NC <input type="checkbox"/> C	<b>Permit limit compliance:</b> Since the previous inspection in 2014, 11 exceedances of permit limits have been reported. See table below and <i>Alleged Violations</i> for further detail.

Station	DMR monitoring period	Parameter	Limit	Reported value
SD 001	05/01/2018 - 05/31/2018	BOD, Carbonaceous 05 Day (20 Deg C) in kilograms per day - calendar month average	53.6	56.2
SD 001	05/01/2018 - 05/31/2018	BOD, Carbonaceous 05 Day (20 Deg C) in milligrams per liter - calendar month average	25	28
SD 001	04/01/2020 - 04/30/2020	BOD, Carbonaceous 05 Day (20 Deg C) in kilograms per day - calendar month average	53.6	81.8
SD 001	04/01/2020 - 04/30/2020	BOD, Carbonaceous 05 Day (20 Deg C) in milligrams per liter - calendar month average	25	40
SD 001	04/01/2020 - 04/30/2020	BOD, Carbonaceous 05 Day (20 Deg C) in milligrams per liter - maximum calendar week average	40	41.0
SD 001	04/01/2021 - 04/30/2021	BOD, Carbonaceous 05 Day (20 Deg C) in milligrams per liter - calendar month average	25	27
SD 001	04/01/2021 - 04/30/2021	BOD, Carbonaceous 05 Day (20 Deg C) in kilograms per day - calendar month average	53.6	55.2
SD 001	04/01/2022 - 04/30/2022	Solids, Total Suspended (TSS) in kilograms per day - maximum calendar week average	133.5	139.0
SD 001	04/01/2022 - 04/30/2022	Solids, Total Suspended (TSS) in milligrams per liter - maximum calendar week average	65	68
SD 001	04/01/2022 - 04/30/2022	Solids, Total Suspended (TSS) in milligrams per liter - calendar month average	45	57
SD 001	04/01/2022 - 04/30/2022	Solids, Total Suspended (TSS) in kilograms per day - calendar month average	92.5	116.5

Compliance status	Requirement and notes
<input checked="" type="checkbox"/> NC <input type="checkbox"/> C <input type="checkbox"/> A <input type="checkbox"/> NA	<b>Permit limit violation follow-up</b>
	<p><b>Comments:</b> Comments are not always included with the DMR to document appropriate follow-up and explanation of reported exceedances. It was discussed during the inspection that comments are not included on the DMR due to the lack of space but are included on the supplemental/pond observation form. Such comments could not be located by MPCA staff. See <i>Alleged Violations</i> for further detail. MPCA also recommends including pre-discharge sample results for relevant parameters when an exceedance occurs. Comments for some exceedances were included with the Annual Compliance Summary response.</p>
<input type="checkbox"/> NI	<b>Record keeping</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<p><b>Maintain records for at least three years and with following:</b></p> <ul style="list-style-type: none"> <li>• Place, date, time of sample/measurement</li> <li>• Date of analysis</li> <li>• Name of person performing sample/measurement, etc.</li> <li>• Analytical techniques, procedures, and methods used</li> <li>• Results of analysis</li> </ul>
	<b>Chain of Custody (COC) forms (completely filled out, available, etc.)</b>
	<p><b>Comments:</b> Records are well organized and maintained. Requested documentation was readily available during the inspection.</p>
	<b>Enforcement actions over the review period:</b> None
	<p><b>Comments:</b> There were no enforcement actions over the review period.</p>
	<b>Compliance schedule progress:</b> None
	<p><b>Comments:</b> There is no compliance schedule in the current permit.</p>
	<b>Biosolids/land application sites:</b> None
	<p><b>Comments:</b> No biosolids land application or transfer occurred over the review period.</p>
	<b>Pretreatment</b>
	<b>Significant industrial users:</b>
	<ul style="list-style-type: none"> <li>• Agreement in place and up to date</li> <li>• Inspection frequency:        /</li> <li>• Sampling frequency:        /</li> <li>• Trucked-in waste accepted? If yes, sampled appropriately?</li> </ul>
	<p><b>Comments:</b> The Facility does not have SIUs.</p>
	<b>Stabilization pond operation</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A <input type="checkbox"/> NA	<b>Bypass structures – all structures capable of bypassing kept locked</b>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Pre-discharge samples - MPCA notified if results indicate potential noncompliance</b>
	<ul style="list-style-type: none"> <li>• Samples taken as a composite from four sides</li> <li>• Samples less than two weeks prior to discharge (pH &amp; DO within 24 hours prior)</li> </ul>
	<p><b>Comments:</b> Pre-discharge samples are taken appropriately and within the required timeframes prior to discharge.</p>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<b>Pond observations – Pond system inspected weekly and records kept of the following:</b>
	<ul style="list-style-type: none"> <li>• Water depth; Aquatic plant coverage; Floating mats and Ice cover; Odors; Condition of dikes; and presence of rodents (muskrats, burrowing animals)</li> </ul>
<input type="checkbox"/> NC <input checked="" type="checkbox"/> C <input type="checkbox"/> A	<ul style="list-style-type: none"> <li>• Daily precipitation records</li> </ul>
	<p><b>Comments:</b> The Facility is inspected weekly, and observations are submitted on a supplemental form with the monthly DMRs. Excessive aquatic vegetation and rodents have not been an issue at the Facility recently. The dikes are mowed regularly, and weeds are</p>

**Compliance status**

**Requirement and notes**

sprayed as needed. Excessive weed growth was noted in the riprap during the inspection. Facility staff should consider how to improve weed control to prevent damage to the pond liner. An ongoing project to replace riprap is in place with plans to continue replacing some sides of each pond each year with better quality material. It was noted that some of the older riprap is beginning to deteriorate.

**Alleged violations/Corrective actions (Provided as indicated below):**

- Follow-up correspondence will be mailed at a later date:
- See attached:
- See below:

Violation number	Requirement (e.g., Minn. R., Permit condition)	Description of noncompliance	Corrective action	Timeline (e.g., immediately, within 10 days)
1	<p><b>NPDES/SDS Permit Number MNG585386; Limits and Monitoring Requirements.</b></p> <p>The Permittee shall comply with the limits and monitoring requirements as specified below.</p> <p>The Permittee had exceedances of its effluent discharge limits (see table 1 below).</p> <p><b>NPDES/SDS Permit Number MNG585386; Total Facility Requirements (NPDES/SDS).</b></p> <p>5.3.165. Effluent Violations. If sampling by the Permittee indicates a violation of any discharge limitation specified in this permit, the Permittee shall immediately make every effort to verify the violation by collecting additional samples, if appropriate, investigate the cause of the violation, and take action to prevent future violations. If the permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall within 24 hours of the discovery of the noncompliance, orally notify the commissioner and submit a written description of the noncompliance within 5 days of the discovery. The written description shall include items a. through e., as listed below. If the Permittee discovers other non-compliance that does not explicitly endanger human health, public drinking water supplies, or the environment, the non-compliance shall be reported during the next reporting period to the MPCA with its Discharge Monitoring Report (DMR). If no DMR is required within 30 days, the Permittee shall submit a written report within 30 days of the discovery of the noncompliance. This description shall include the following information:</p> <ul style="list-style-type: none"> <li>a. a description of the event including volume, duration, monitoring results and receiving waters;</li> <li>b. the cause of the event;</li> <li>c. the steps taken to reduce, eliminate and prevent reoccurrence of the event;</li> <li>d. the exact dates and times of the event; and</li> <li>e. steps taken to reduce any adverse impact resulting from the event. [Minn. R. 7001.150, 3(K)]</li> </ul>	<p>During the inspection on 6/30/22, the MPCA documented that the Regulated Party exceeded the limit for TSS and CBOD several times over the review period. See table under permit limit compliance. Additionally, the Regulated Party failed to provide a summary including items a-e of section 5.3.165 with the DMR for each month when the exceedances occurred.</p>	<p>The violations were discussed during the inspection and no further corrective action is required.</p>	None
2	<p><b>NPDES/SDS Permit Number MNG585386; Limits and Monitoring Requirements.</b></p> <p>The Permittee shall comply with the limits and monitoring requirements as specified below.</p> <p>The Permittee failed to complete the monitoring as required in the "Limit and Monitoring Requirements" section of its permit (see table 1 below).</p>	<p>During the inspection on 6/30/22, the MPCA documented that the Regulated Party failed to sample the influent in December 2019 for the parameters in Table 2 below.</p>	<p>A description was submitted with the December 2019 DMR to document that influent samples were missed, and makeup samples were taken in January 2020. No further corrective action is required.</p>	None



Table 1

Subject item	Parameter	Discharge limitations							Monitoring requirements		
		Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc. avg.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period
SD 001 Total Facility Discharge	BOD, Carbonaceous 05 Day (20 Deg C)	51.4 calendar month average	82.2 maximum calendar week average	kilograms per day		25 calendar month average	40 maximum calendar week average	milligrams per liter	twice per week	Grab	Jan-Dec
SD 001 Total Facility Discharge	Solids, Total Suspended (TSS)	92.5 calendar month average	133.5 maximum calendar week average	kilograms per day		45 calendar month average	65 maximum calendar week average	milligrams per liter	twice per week	Grab	Jan-Dec

Table 2

Subject item	Parameter	Discharge limitations							Monitoring requirements		
		Quantity /Loading avg.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc. avg.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period
WS 001 Influent Waste Stream	BOD, Carbonaceous 05 Day (20 Deg C)					Monitor only. calendar quarter average		milligrams per liter	once per quarter	4-Hour Flow Composite	Mar, Jun, Sep, Dec
WS 001 Influent Waste Stream	pH						Monitor only. calendar quarter maximum	standard units	once per quarter	Grab	Mar, Jun, Sep, Dec
WS 001 Influent Waste Stream	Phosphorus, Total (as P)					Monitor only. calendar quarter average		milligrams per liter	once per quarter	4-Hour Flow Composite	Mar, Jun, Sep, Dec
WS 001 Influent Waste Stream	Solids, Total Suspended (TSS)					Monitor only. calendar quarter average		milligrams per liter	once per quarter	4-Hour Flow Composite	Mar, Jun, Sep, Dec

Address questions and submittals requested above to:

Cara Omana  
Minnesota Pollution Control Agency  
520 Lafayette Rd N  
Saint Paul, MN 55155-4102  
651-757-2891  
[cara.omana@state.mn.us](mailto:cara.omana@state.mn.us)



## NOTICE OF PUBLIC SALE OF TAX-FORFEITED LANDS

You are hereby notified that a public sale of tax-forfeited lands located in Carver County and adjoining your property will be held in Township Hall, Carver County Government Center, 600 East 4th Street, Chaska, Minnesota.

Date of Sale: **Day, August 17, 2022**

Time of Sale: **6:00 PM**

**PID# of Sale Property: 45.0750061**

### **Legal Description:**

SECTION 28 TOWNSHIP 115 RANGE 026

P/O OUTLOT 4, VILLAGE OF HAMBURG, DESC AS: COMM AT A PT 107.5' SWLY OF NE CORN OUTLOT 4; TH RUNNING ON A LINE OF OUTLOT 4 & LOUISA ST SWLY 118'; TH NWLY 70' TO LINE OF LOT 7 TRUWE'S ADDN; TH NELY ON LINE OF OUTLOT 4 & LOT 7 OF TRUWE'S ADDN 118'; TH SELY 70' TO BEG.

To obtain a complete list of lands to be sold, maps and the terms of the sale, please visit the Carver County website at: <https://www.co.carver.mn.us/departments/property-finance/property-tax/tax-forfeiture-sale> or contact Carver County Property Tax Department at [custsvc@co.carver.mn.us](mailto:custsvc@co.carver.mn.us) or (952)361-1910.

Crystal Campos, Auditor  
Carver County Property Tax Department  
July 13, 2022

(Official Seal)





RECEIVED JUL 25 2022

Theresa Sunde  
Senior Manager, Government Relations

Sent via USPS

July 19, 2022

Dear Community Official:

The purpose of this letter is to inform you that, on or about August 22, 2022, Mediacom will be implementing the following programming changes and rate adjustments:<sup>1</sup>

Product:	Old Rate:	New Rate:	Net Change:
Additional TiVo, eBox or Digital Adapter <sup>2</sup>	\$7.00	\$8.50	\$1.50
Kids & Variety Pak	\$7.95	\$9.95	\$2.00
Sports & Information Pak	\$7.95	\$9.95	\$2.00
Movies & Music Digital Pak	\$7.95	\$9.95	\$2.00

The decision to make price adjustments is always a difficult one. However, due to programming cost increases, inflationary pressure, and supply chain challenges, we find it necessary to make these changes to our published rates.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me at [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com).

Sincerely,

Theresa Sunde

<sup>1</sup> Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

<sup>2</sup> Additional TiVo, eBox and/or Digital Adapters are those digital adapters or receivers in addition to the Primary Digital Adapter. In all cases, "primary" means first digital adapter receiver.



**VIA FEDERAL EXPRESS**

**EXPRESS SAVER DELIVERY**

June 28, 2022

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

**RE: Rate Adjustment Notice for New Legacy Video Service Customers**

Dear Sir or Madam:

Jaguar Communications, Inc. d/b/a Metronet ("Metronet") hereby notifies your office of the upcoming adjustments to legacy video service customers.

When Jaguar customers migrated to Metronet's pricing two years ago, some customers were given a goodwill discount to keep their invoices from increasing. This goodwill discount will decrease next month and video service customers that are not in a contract will see their discount decrease up to \$20.00. Although content provider rates have continued to increase, Metronet has not passed those increases on to customers in Minnesota as we have in other markets. At this time, we need to bring our Minnesota pricing in line with the rest of the company.

We are notifying the affected customers individually and providing them with contact information for our Customer Care Department should they wish to discuss possible options for reducing their monthly bill.

Rest assured, Metronet customers continue to be served by our state of the art, 100% fiber-optic network, and we are proud to deliver some of the fastest and most reliable services in the country, at an affordable price.

The decrease in discount is exclusive of franchise fees, regulatory fees, taxes, and other governmental-imposed charges. Affected customers will be notified of the change at least 30 days in advance. Rates and fees for new video customers will be unaffected by this change.

Should you have any questions, please contact us at [mn-Regulatory@metronet.com](mailto:mn-Regulatory@metronet.com).

Respectfully,

  
Metronet Regulatory Department

8837 Bond Street, Overland Park, KS 66214  
(913) 391-6630  
[www.metronet.com](http://www.metronet.com)



## Relay For Life of Carver County

We invite you to join us **IN-PERSON** as we **celebrate**, **remember**, and **fight back** against Cancer! Relay For Life is one of the largest peer-to-peer fundraising events in the world. For more than 35 years, communities around the globe have come together to raise funds for a future free from cancer and we have no intention of ever slowing down.

### Event Information

Date: Saturday, September 17, 2022

Time: 3pm to 9:30pm

Location: Lions Park Pavilion, Victoria, MN

Interested in joining in fundraising or creating a team: [www.acsevents.org](http://www.acsevents.org) or [www.cancer.org](http://www.cancer.org). Scroll down to Relay For Life to sign up.

Find us on Facebook: [www.facebook.com/rflcarvercounty](http://www.facebook.com/rflcarvercounty)

## Relay for Life of Carver County



*Celebrate  
Remember  
Fight Back*



## Let's Rally against Cancer!

The Relay for Life movement is dedicated to helping communities attack cancer. Through funds donated, time given, or awareness raised, we are teaming up to make a difference. Help us create teams to RALLY!

1. Sign up for Relay, you can choose to lead a team, join an existing team or participate solo.
2. Recruit friends and family - get people to join you, the more people means more power to fight cancer. Spend as little time as you want.
3. Raise Money - send emails, texts, tweets, however much money you want to raise for Relay. Raise 10 dollars or thousands. Compete with other teams and earn Relay Rewards to get great prizes. However much time you want to commit, any little amount counts.
4. Come together on September 17th to support the survivors, caregivers and celebrate our impact. Our teams will line the track with Luminaries-decorated with the names of loved ones. Each Luminaira is in honor or remembrance of a life touched by cancer, accompanied by a moment of silence for those we've lost. More activities will be announced closer to the event.

**September 17, 2022, 3 to 9:30 p.m.**

**Lions Park Pavilion, Victoria, MN**

*Create a team name (or solo) and sign up  
at [www.acsevents.org](http://www.acsevents.org) or [www.cancer.org](http://www.cancer.org)  
Scroll down to Relay for Life Carver County event*

Find us on Facebook: [www.facebook.com/rllcarvercounty](http://www.facebook.com/rllcarvercounty)



## Product Quotation

Quotation Number: 37658D037942

Date: 2022-06-09 14:13:29

Ship to	Bobcat Dealer	Bill To
City of Hamburg Mn. 181 Broadway St. Hamburg, MN 55339 Phone: (952) 467-3232	Lano Equipment of Norwood, Norwood Young America, MN 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259  Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipny.com	City of Hamburg Mn. 181 Broadway St. Hamburg, MN 55339 Phone: (952) 467-3232

Description	Part No	Qty	Price Ea.	Total
UV34 Gas	M1503	1	\$15,267.00	\$15,267.00
Engine Liquid Cooled Engine 40 HP Gas EFI Engine Pressurized Oiling System with Spin On Filter Engine Protection Oil Pressure & Water Temp High Capacity Air Filter 49 State Emission Compliant Drive System CVT (Continuous Variable Transmission) Sealed CVT Cover w/remote intake & exhaust Four Wheel Drive 3 Drive Modes Forward Travel, Two Range (H/L) Integrated In-Transmission Park (P) Brakes - 4 Wheel, Hydraulic Disc with Dual-Bore Front Calipers CV Guard, Front Shaft Drive with CV Joints Suspension & Steering Front - Independent, Dual A Arm Rear - Independent, Dual A Arm Adjustable Front and Rear Coil Over Shocks Rack & Pinion Electric Power Steering Assist Tilt Steering Column	Operator Compartment Beverage Holder (4) 60/40 Split Bench Seats (3 Occupants) Under Seat, Upper & Lower Dash Storage Sealed Glove Box Storage 3 Seat Belts with 3 Point Restraint Tires All Terrain Industrial (8 ply) Front/Rear, 26x10 12 Wheels Front/Rear, 12x6 Orange Steel Rim Electrical Headlights, High & Low Beams 4-35 Watts LED Tail & Brake Lights 6 Outlet Accessory Pwr Bar 75 Amp/900W Stator 575 CCA Battery Instrumentation Panel Indicator Lights: Glow Plug (Diesel Only), Seat Belt Reminder, High Beam On, Engine Oil Pressure (Diesel only), Engine Temp High, Service Power Steering and Service Engine. LCD Display: Speedo, Engine Temp, Engine RPM, Volt, Trip and Hour Meter, Tachometer, Fuel Level, Clock, Drive Mode, Odometer, Service Reminder and Gear Position. Cargo Box and Frame Composite Cargo Box w/ Cylinder Lift Assist Quick Latch Tailgate w/ Single Latch Integrated Box Accessory System Rear Receiver Hitch - 2 in. Full Chassis Skid Plates ROPS (Roller Over Protective Structure) Warranty 1 year/1000 hours			



MY22 UV34 Gas	M1503-R00-Y22	1	\$0.00	\$0.00
Winch, Integrated 4500 lb	7385761	1	\$1,175.00	\$1,175.00
UV34 Gas EPS Cab & Heat Package	M1503-P01-C03	1	\$6,871.00	\$6,871.00

Total of Items Quoted				<b>\$23,313.00</b>
Dealer P.D.I.				<b>\$0.00</b>
Freight Charges				<b>\$1,420.00</b>
Dealer Assembly Charges				<b>\$209.00</b>
Other Charges:      Material and Logistics				<b>\$1,191.00</b>
Discount             State Bid				<b>(\$4,663.00)</b>
Quote Total - US dollars				<b>\$21,470.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Product Quotation

Quotation Number: 37658D037911

Date: 2022-06-09 14:16:47

Ship to	Bobcat Dealer	Bill To
City of Hamburg Mn. 181 Broadway St. Hamburg, MN 55339 Phone: (952) 467-3232	Lano Equipment of Norwood, Norwood Young America, MN 1015 HWY 212 WEST P.O. BOX 299 NORWOOD YOUNG AMERICA MN 55368-0299 Phone: (952) 467-2181 Fax: (952) 467-3259  ----- Contact: Paul Lano Phone: 952-467-2181 Fax: 952-467-3259 Cellular: 9522373261 E Mail: paullano@lanoequipnya.com	City of Hamburg Mn. 181 Broadway St. Hamburg, MN 55339 Phone: (952) 467-3232

Description	Part No	Qty	Price Ea.	Total
68" Angle Broom	7337703	1	\$6,727.00	\$6,727.00
Total of Items Quoted				\$6,727.00
Dealer P.D.I.				\$50.00
Freight Charges				\$184.00
Dealer Assembly Charges				\$0.00
Other Charges:      Material and Logistics				\$626.00
Discount              Lano discount				(\$1,009.00)
Quote Total - US dollars				\$6,578.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

<b>Customer Acceptance:</b>	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____ Date: _____

UV 34      21,470  
 Angle Broom      6578  
 -----  
 28,048.<sup>00</sup>

2007 Tool/Cat 5600  
 w/ 1900 hrs  
 AS IS      25000.<sup>00</sup>  
 -----  
 \$3048.<sup>00</sup>

PUBLIC WORKS CITY OF HAMBURG, MN. 55368

PT# Bowling MECH LMOS

NAME: City of Hamburg DATE: 7-15-28

MAIL ADDRESS: PO Box 348 PHONE: 652-441-8854

CITY: Hamburg STATE: MN ZIP: 55339

**LAWO** of Norwood, Inc.  
**EQUIPMENT**  
 1015 Hwy. 212 - P.O. Box 299  
 NORWOOD YOUNG AMERICA, MN 55368  
 952-467-2181

**WORK TO BE DONE**

MACHINE: 18820

SERIAL # Bowling HRS: 13.75

check for engine oil leak

\* per lens - remove caps - remove

engine - take off foot cover

- install head brackets - sensors - change

to install foot cover - engine - etc

\* pickup + deliver

QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
2	4485447	D-Ring	3.31	6.62
1	4485444	D-Ring		3.32
1	4485448	D-Ring		3.40
1	4484772	Bracket		29.75
2	4484341	Bracket	5.42	11.24
1	4441783	Bracket		5.60
1	3974577	D-Ring		3.34
1	7024824	Seal		32.14
1	3975337	Pin		39.05
		MISC. STAMP SUPPLIES		13.75
				154.24
		LASER 35448		4845.00
		* #1390		5017.21

Explanation of Service by Mechanic:

Labor Rate x Labor Hours	Total Labor
	Total Parts
	Total Outside Work
<b>OUTSIDE WORK</b>	Pickup & Delivery
	Tax
	<b>GRAND TOTAL</b>

ESTIMATE NO	DATE
<b>SQ2000103</b>	22-06-15

Sanco Equipment  
 2333 7th Avenue  
 Mankato MN 56001  
 507-625-4511

CUSTOMER NO	PAGE NO
BP0007312	1

PAYMENT TERMS  
 CASH ON DELIVERY

**Service Estimate**

CUSTOMER RFQ#

**INVOICE TO:**

**WORK SITE:**

CITY OF HAMBURG PUBLIC WORKS  
 101 BROADWAY AVE  
 HAMBURG MN 55339  
 952-467-3232

Sanco Equipment  
 2333 7th Avenue  
 Mankato MN 56001  
 507-625-4511

SALESMAN: Kenneth Carlson  
 CONTACT :

GOOD THRU : 22-07-15  
 REF:

**BOBCAT MODEL:5600 S/N:A0W111101 CUST UNIT: UNIT:CU0002272**

**SEGMENT : 1 REPLACE TIMING COVER GASKET Customer Repair**  
 BOBCAT MODEL:5600 S/N:A0W111101 CUST UNIT: UNIT:CU0002272  
 WORK SITE: 2333 7th Avenue Mankato MN 56001 507-625-4511

**WORK DESCRIPTION :**

REPLACE TIMING COVER GASKET  
 PER CUSTOMER  
 VERBAL ESTIMATE OVER PHONE  
 WITHOUT SEEING MACHINE ,  
 THIS ESTIMATE WOULD INCLUDE CHANGING ENGINE OIL AND FILTER , REPLACING  
 ANTIFREEZE  
 AND RECHARGING AC SYSTEM , DUE TO CAB BEING REMOVED .  
 REPAIR COULD TAKE ADDITIONAL PARTS & LABOR  
 AFTER SEEING AND INSPECTING MACHINE  
 CAB WILL HAVE TO BE REMOVED TO GET ACCESS TO ENGINE COVER , ENGINE MAY  
 HAVE TO BE RAISED TO GET ACCESS.  
 LABOR COULD BE HIGHER DEPENDING ON HOW BOLTS COME OUT AND IF THEY BREAK  
 OR ARE RUSTY

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
6666803	GASKET	1	5.87	0.00	5.87
6684841	GASKET	1	4.91	0.00	4.91
7024826	SEAL, OIL	1	34.49	0.00	34.49
6675517	FILTER, OIL ENG 12	1	12.22	0.00	12.22
7354875	OIL 10W30 QT 12	12	6.35	0.00	76.20
R134A	R134A FREON	3	18.59	0.00	55.77
6983128	ANTIFREEZE/COOLANT	3	27.42	0.00	82.26
104223	ENGINE-TIMING-COVE	40.00	138.00		5,520.00
	TECH FEE	1.00	25.00		25.00
	SHOP SUPPLIES	1.00	200.00		200.00
	TECHNOLOGY FEE	1.00	25.00		25.00

**SEGMENT 1 TOTAL:**  
 271.72 PARTS      5,520.00 LABOR      250.00 MISC.      475.79 TAX      6,517.51 TOTAL

ESTIMATE NO	DATE
<b>SQ2000103</b>	22-06-15

Sanco Equipment  
 2333 7th Avenue  
 Mankato MN 56001  
 507-625-4511

CUSTOMER NO	PAGE NO
BP0007312	2

PAYMENT TERMS  
 CASH ON DELIVERY

**Service Estimate**

CUSTOMER RFQ#

ITEM	DESCRIPTION	QTY	PRICE	CORE	AMOUNT
------	-------------	-----	-------	------	--------

PARTS	271.72
LABOR	5,520.00
MISC.	250.00
SALES TAX	475.79
<b>TOTAL(USD)</b>	<b>6,517.51</b>

ESTIMATE NO	DATE
<b>SQ2000103</b>	22-06-15

PAYMENT TERMS  
CASH ON DELIVERY

Sanco Equipment  
2333 7th Avenue  
Mankato MN 56001  
507-625-4511

**Service Estimate**

CUSTOMER NO	PAGE NO
BP0007312	3

CUSTOMER RFQ#

Note:

Terms and Conditions: Past due accounts subject to 1.5% monthly charge.  
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, include any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. 15% handling charge on all returns, and you must have invoice. No parts returnable after 10 days & must be authorized. Special orders and electrical items not returnable. Tax must be charged unless a signed certificate is furnished.



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

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**Parcel 45.0750061**

---

**Harry Davis** <Harry.Davis@bolton-menk.com>

Thu, Jul 7, 2022 at 9:17 AM

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

Cc: Chris Lund &lt;clund@cityofhamburgmn.com&gt;, Eric Poppler &lt;epoppler@cityofhamburgmn.com&gt;, Jason Buckentin &lt;jbuckentin@cityofhamburgmn.com&gt;, Jessica Weber &lt;jweber@cityofhamburgmn.com&gt;, Tim Tracy &lt;ttracy@cityofhamburgmn.com&gt;

Jeremy,

I have responded in blue.

**Chapter 160B Subdivision Ordinance****Section F. Subdivision Design Standards**Subdivision 1. General

E. When combining parcels through a Minor Subdivision process:

1. The applicant may propose and the city may approve a combination of parcels separated by either an easement or alleyway, only if:

a. One or more of the existing parcels is not currently considered a buildable lot.

**Do we want to limit it to the (existing) lot in question?**

My thought process when I wrote "existing parcels" is that maybe you have someone that wants to combine their property with a parcel (or two) across an alley. Or their property, one parcel across an alley, and their next-door neighbor's unbuilt property. I could also see a situation where two property owners want to split a large, land-locked parcel behind their home and so each neighbor takes half and combines it into their property. In summary, I wanted to allow some flexibility for a future, unforeseen situation.

**Also, do we want to state that the parcel being combined has to be combined with either a buildable lot and/or a lot with a primary residence?**

I think that's a fine idea. You can add a new b. below that states: "b. One of the existing parcels must be considered a buildable lot and the primary residence of the applicant or future owner of the property."

b. The resulting parcel(s) may not revert to the prior configuration after completion of the Minor Subdivision.

**Basically, they cannot be split back?**

Yes- that way it prohibits someone from changing their mind later on or building something on the land-locked piece (like a standalone garage) and then splitting it off to a neighbor or family member.

c. The resulting parcel(s) will meet all zoning requirements, and no future actions will create nonconforming uses, buildings, or lots.

d. The applicant meets all Minor Subdivision requirements, including procedures in Section D, Subd. 2 of this Chapter.

Harry

**Harry Davis, AICP**

Planner II

**Bolton & Menk, Inc.**

12224 Nicollet Avenue

Burnsville, MN 55337

Mobile: 952.529.0053

**Bolton-Menk.com**

**From:** Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

**Sent:** Wednesday, July 6, 2022 4:45 PM

**To:** Harry Davis <Harry.Davis@bolton-menk.com>

**Cc:** Chris Lund <clund@cityofhamburgmn.com>; Eric Poppler <epoppler@cityofhamburgmn.com>; Jason Buckentin <jbuckentin@cityofhamburgmn.com>; Jessica Weber <jweber@cityofhamburgmn.com>; Tim Tracy <ttracy@cityofhamburgmn.com>

**Subject:** Re: Parcel 45.0750061

Harry,

See my questions/thoughts below!

**Jeremy Gruenhagen**

*City Clerk-Treasurer*

*P.O. Box 248*

*181 Broadway Avenue*

*Hamburg, MN 55339*

*952-467-3232*



On Wed, Jul 6, 2022 at 4:31 PM Harry Davis <Harry.Davis@bolton-menk.com> wrote:

Jeremy,



## WATER TOWER SITE LEASE AGREEMENT

Site Name: Hamburg Water Tower      Tenant: Broadband Corporation  
1772 ~~Steiger Stieger~~ Lake Ln  
PO BOX 44669  
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 following address: **183 Broadway Avenue**, Hamburg, MN 55339.

**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 **150 00/100 Dollars (\$150.00)** 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: Tenet shall have their own electrical service and meter billed directly to Tenet.**
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. 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.

## **10. 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.

## **11. 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.

## **12. 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.

**13. 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.

**14. 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**

**Signed: \_\_\_\_\_**

**Signed: \_\_\_\_\_**

**Date: \_\_\_\_/\_\_\_\_/\_\_\_\_**

**Date: \_\_\_\_/\_\_\_\_/\_\_\_\_**

**Appendix A  
Equipment on Tower**

<b>Name</b>	<b>Type</b>	<b>Size(inches)</b>	<b>Weight(lb)</b>	<b>Qty</b>
<b>5ghz and 3.6ghz CBRS Broadcast</b>	<b>Omni</b>	<b>55.1Hx3.3Wx3.1D</b>	<b>8.6</b>	<b>2</b>
<b>Stand Off Mount</b>	<b>T-Pipe</b>	<b>62Hx48Wx2.25D</b>	<b>52.5</b>	<b>1</b>
<b>11ghz Backhaul</b>	<b>Dish</b>	<b>36dia.x26Dx15.2D</b>	<b>375</b>	<b>1</b>
<b>5ghz Backhaul</b>	<b>Dish</b>	<b>41.3dia.x16.5D</b>	<b>16.3</b>	<b>2</b>
<b>Pipe to Pipe Mount</b>	<b>Pipe</b>	<b>48Hx2.25D</b>	<b>15</b>	<b>3</b>

\*Each piece of equipment will have one Cat6 or fiber optic feed line that is .36in dia. and 0.064lb per foot. Each piece of equipment will have one DC Power feed line that is .36in dia. and 0.064lb per foot. Average foot length of feed line is 130' x 10 lines for a total weight of 83.2lb

**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.

## BUDGET PROPOSAL

To: City of Hamburg

Date:	6-16-22
Project:	Grandstand Roof Replacement
Attention:	Jeremy Gruenhagen
Submitted By:	Scott Vos

### New Grandstand Roof – Labor and Material

- Remove remaining existing roof panels, trims, clips and prep for new roof
- New roof options:
  - 24 ga. Double Lok Standing seam roof - \$25,644.00
    - Similar to what was existing
    - Owner selected standard color
  - 24 ga. PBR – Through fastened roof - \$22,950.00
    - Owner selected color
- New trims at perimeter

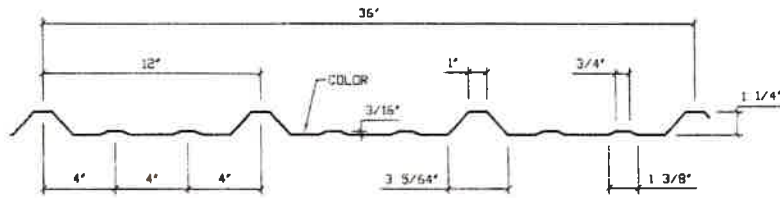
This proposal may be withdrawn by Vos Construction, Inc. if not accepted within 30 days from above date.  
 Payments will be paid within 30 days of invoice

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within thirty days of invoice.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date of acceptance



**GENERAL DESCRIPTION**

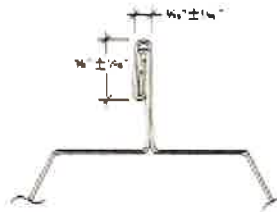
- Coverage width - 36"
- Minimum slope - 1/2:12
- Panel substrate - Galvalume
- Gauge - 26 standard - 22, 24 and 29 also available in limited colors and min. qty. requirements.
- Coatings - Acrylic coated Galvalume, Siliconized Polyester and KYNAR 500
- PBR panel may be reverse rolled putting the paint finish on the bottom side of the panel for installation as a semi-concealed fastener panel.

**ARCHITECT / ENGINEER INFORMATION**

- PBR panel is a structural roof and wall panel. Several different UL90 construction numbers are available for this panel.
- PBR panel is recommended for 1/2:12 or greater roof slopes.
- Field applied tape sealant is required at panel sidelaps and endlaps for roof applications.
- PBR is a through fastened panel.
- Galvalume material must not come in contact with concrete or treated lumber.



Double-Lok roof panel is a mechanically field seamed, trapezoidal leg SSR system. It is ideal for commercial and industrial applications. This panel provides a high degree of weathertightness and has been tested by independent laboratories in accordance with ASTM E283 and E331 (for air infiltration, water penetration and wind uplift). Several UL Construction numbers and Factory Mutual ratings are available on this product.



CROSS SECTION OF FINISHED SEAM

**Additional Features**

- Coverage widths:
  - 24" with minor ribs - pre-punched holes standard
  - 18" with minor ribs - pre-punched holes standard
  - 12" with no minor ribs - pre-punching not available **DISCONTINUED**
- Minimum roof slope - 1/4:12
- Panel substrate - Galvalume
- Gauge - 24 standard - 22 also available in limited colors and min. qty. requirements.
- Coatings - Acrylic coated Galvalume, Siliconized Polyester and KYNAR 500
- Factory applied mastic placed inside the female leg.
- Clips and Accessories - A variety of attachment clips and other accessories are available to meet the needs of virtually any construction project.





Office (507) 326-7901  
Fax (507) 964-3003  
19063 371st Avenue  
Green Isle, MN 55338  
www.vosconstruction.com

# BUDGET PROPOSAL

To: City of Hamburg

Date: 7-20-22  
Project: Hamburg Field - Repairs  
Attention: Jeremy Gruenhagen  
Submitted By: Scott Vos

### Fence Repair - \$7,000

- Remove and replace with new:
  - 2 Corner Posts – set in concrete
  - 4 Line posts – air driven
  - 4 Top Rail Sections
- Remove and redrive 10 line posts
- Secure existing chain link fence

\*Private Utility Locate by City\*

Excludes excavation through rock/frost

### Shingle Replacement – Storage Shed - \$2,500

- Remove and replace shingles on storage shed

This proposal may be withdrawn by Vos Construction, Inc. if not accepted within 15 days from above date.

Payments will be paid within 30 days of invoice

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within thirty days of invoice.

Signature

Date of acceptance



## Allied Construction LLC

---

7775 Tacoma Ave  
Mayer, MN 55360  
Office: 952-657-1053  
adam@alliedmn.com  
Federal Tax ID# 26-1716231

Client: HAMBURG BASEBALL FACILITY  
Property: 408 Sophia Ave  
Hamburg, MN 55339

Operator: ANDERSEN

Estimator: Adam Ernst  
Position: Owner  
Company: Allied Construction LLC

Business: (612) 280-8190  
E-mail: adam@alliedmn.com

Type of Estimate: Wind Damage

Date Entered: 6/9/2022

Date Assigned: 6/8/2022

Price List: MNMN8X\_MAY22

Labor Efficiency: Restoration/Service/Remodel

Estimate: HAMBURGBASEBALLFACIL

File Number: Open

Attached estimate of repair for baseball facility grandstand metal roof, storage shed asphalt roof and chain link fencing damaged as a result of the wind occurrence on May 11, 2022.

**DISCLOSURE:** As required by the LEGISLATURE of the STATE OF MINNESOTA Section 1. Minnesota Statutes 2016, section 325E.66, subdivision 1. Payment or Rebate of Insurance Deductible.

A residential contractor providing home repair or improvement services to be paid by an Insured from the proceeds of a property casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an Insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an Insured for providing any service to the Insured. If a residential contractor violates this section, the Insurer to whom the Insured tendered the claim shall not be obligated to consider the estimate prepared by the residential contractor.

We appreciate the opportunity to be of service. If you have any questions regarding this estimate, please contact Adam Ernst, Allied Construction at (612) 280-8190.

Sincerely,

Adam Ernst  
Owner  
Allied Construction LLC  
BC# 630424



**Allied Construction LLC**

7775 Tacoma Ave  
 Mayer, MN 55360  
 Office: 952-657-1053  
 adam@alliedmn.com  
 Federal Tax ID# 26-1716231

**HAMBURGBASEBALLFACIL**

**Exterior**

**Grandstand Roof**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Metal roofing - ribbed - 24 gauge - 1 1/8" to 1 1/2"	2,000.00 SF	0.70	11.35	528.05	4,925.62	29,553.67
Total material price: \$8,410.76 plus mark-up - ABC Supply quote 6/8/2022						
2. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	603.62	0.00	0.00	120.72	724.34
3. Eave trim for metal roofing - 26 gauge - Labor Only	50.00 LF	0.00	5.03	7.97	51.90	311.37
4. Metal roofing - Box Panel Cap - Labor Only	50.00 LF	0.00	5.03	9.40	52.18	313.08
5. Metal Roofing - High Side - 94-degree angle - Labor Only	50.00 LF	0.00	5.03	10.07	52.32	313.89
6. Metal Roofing - Sculptured rake - Labor Only	130.00 LF	0.00	5.03	26.17	136.02	816.09
7. Metal roofing - Rake Slide - Labor Only	130.00 LF	0.00	5.03	24.45	135.68	814.03
8. Metal roofing - Rake Support, - Labor Only	140.00 LF	0.00	5.03	26.33	146.10	876.63
9. Metal Roofing - Closure strips for metal roofing - inside and/or outside - Labor Only	102.00 LF	0.00	5.03	16.25	105.88	635.19
<b>Totals: Grandstand Roof</b>				<b>648.69</b>	<b>5,726.42</b>	<b>34,358.29</b>

**Storage Shed Roof**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
10. R&R Ridge cap - composition shingles	16.00 LF	4.04	5.87	1.57	32.02	192.15
11. Remove Laminated - comp. shingle rfg (per SHINGLE)	17.00 EA	10.21	0.00	0.00	34.72	208.29
12. Laminated - comp. shingle rfg (per SHINGLE)	17.00 EA	0.00	22.80	3.16	78.16	468.92
13. R&R Drip edge	64.00 LF	0.46	3.45	5.19	51.08	306.51
<b>Totals: Storage Shed Roof</b>				<b>9.92</b>	<b>195.98</b>	<b>1,175.87</b>



**Allied Construction LLC**

7775 Tacoma Ave  
 Mayer, MN 55360  
 Office: 952-657-1053  
 adam@alliedmn.com  
 Federal Tax ID# 26-1716231

**Fencing**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
14. R&R Chain link fence w/posts & top rail - 4' high - 9 gauge	120.00 LF	3.76	22.99	117.17	665.44	3,992.61
15. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	356.00	0.00	0.00	71.20	427.20
Totals: Fencing				117.17	736.64	4,419.81

**General Conditions**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
16. Boom or spider lift - 50'-60' reach (per day)	5.00 DA	0.00	465.00	0.00	465.00	2,790.00
17. Delivery/Return charge (Bid Item)	1.00 EA	0.00	600.00	0.00	120.00	720.00
18. Building permit & fees (Reimbursement Item)	1.00 EA					OPEN
Totals: General Conditions				0.00	585.00	3,510.00
Total: Exterior				<b>775.78</b>	<b>7,244.04</b>	<b>43,463.97</b>
<b>Line Item Totals: HAMBURGBASEBALLFACIL</b>				<b>775.78</b>	<b>7,244.04</b>	<b>43,463.97</b>



## Allied Construction LLC

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7775 Tacoma Ave  
Mayer, MN 55360  
Office: 952-657-1053  
adam@alliedmn.com  
Federal Tax ID# 26-1716231

### Summary

Line Item Total	35,444.15
Matl Sales Tax Reimb	775.78
Subtotal	36,219.93
Overhead	3,622.02
Profit	3,622.02
<b>Replacement Cost Value</b>	<b>\$43,463.97</b>
<b>Net Claim</b>	<b>\$43,463.97</b>

---

Adam Ernst  
Owner



**Allied Construction LLC**

7775 Tacoma Ave  
Mayer, MN 55360  
Office: 952-657-1053  
adam@alliedmn.com  
Federal Tax ID# 26-1716231

**Recap by Room**

**Estimate: HAMBURGBASEBALLFACIL**

**Area: Exterior**

Grandstand Roof	27,983.18	78.95%
Storage Shed Roof	969.97	2.74%
Fencing	3,566.00	10.06%
General Conditions	2,925.00	8.25%
<hr/>		
<b>Area Subtotal: Exterior</b>	<b>35,444.15</b>	<b>100.00%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>35,444.15</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>35,444.15</b>	<b>100.00%</b>



## Allied Construction LLC

7775 Tacoma Ave  
Mayer, MN 55360  
Office: 952-657-1053  
adam@alliedmn.com  
Federal Tax ID# 26-1716231

### Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	3,078.47	7.08%
HEAVY EQUIPMENT	2,325.00	5.35%
PERMITS AND FEES	600.00	1.38%
FENCING	2,758.80	6.35%
ROOFING	26,681.88	61.39%
O&P Items Subtotal	35,444.15	81.55%
Matl Sales Tax Reimb	775.78	1.78%
Overhead	3,622.02	8.33%
Profit	3,622.02	8.33%
<b>Total</b>	<b>43,463.97</b>	<b>100.00%</b>

Thank you for allowing Allied Construction the opportunity in assisting with your project.

Warranty: Please refer to Minnesota Statute 327A.02.

All materials, supplies and equipment provided by Allied Construction LLC as part of our repairs and services described herein will be covered to the extent of the applicable manufacturer's warranty, where any such warranty exists. Enforcement of the manufacturer's warranties is your responsibility and Allied Construction LLC is not liable for any damages or costs incurred in the enforcement of any and all warranties provided by the manufacturer.

All labor and materials provided by Allied Construction LLC not covered by a manufacturer's warranty are warranted from date of project completion as follows:

- (1) Year workmanship (as required by Statute)
- (2) Year for newly installed plumbing, heating, cooling or electrical systems
- (10) Year for major construction defects

Note: Estimate pricing is valid for 30 days from date created.

## Crest Exteriors

---

Client: City of Hamburg  
Property: 401 sophia  
Hamburg, MN 55339

Operator: ALICIA

Estimator: Mike McClain  
Position: sales  
Company: Crest Exteriors  
Business: 22382 Chippendale ave  
Farmington, MN 55024

Business: (651) 460-6181

Type of Estimate: Hail

Date Entered: 6/20/2022

Date Assigned:

Price List: MNMN8X\_JUN21

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2022-06-20-1519



**Crest Exteriors**

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2022-06-20-1519

**Water treatment plant**

**Water treatment plant**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. Remove Laminated - comp. shingle rfg. - w/ felt	24.42 SQ @	73.36 =	1,791.45
3. Laminated - comp. shingle rfg. - w/out felt	27.00 SQ @	288.47 =	7,788.69
4. Ice & water barrier	516.00 SF @	2.03 =	1,047.48
5. Roofing felt - 15 lb.	19.26 SQ @	44.00 =	847.44
6. Drip edge/gutter apron	86.00 LF @	3.36 =	288.96
7. Continuous ridge vent - shingle-over style	86.00 LF @	11.13 =	957.18
8. Flashing - pipe jack	4.00 EA @	59.32 =	237.28
9. Furnace vent - rain cap and storm collar, 6"	2.00 EA @	79.27 =	158.54

**Old water treatment plant**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
12. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	4.96 SQ @	70.92 =	351.76
13. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	5.67 SQ @	273.66 =	1,551.65
14. Ice & water barrier	567.00 SF @	2.03 =	1,151.01
15. Valley metal	10.00 LF @	7.22 =	72.20
16. Ridge cap - composition shingles	68.00 LF @	5.69 =	386.92

**Labor Minimums Applied**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
11. Heat, vent, & air cond. labor minimum	1.00 EA @	211.06 =	211.06

**Crest Exteriors**

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**Summary**

Line Item Total	16,841.62
Sales Tax	1,242.07
	<hr/>
Replacement Cost Value	\$18,083.69
Net Claim	\$18,083.69
	<hr/> <hr/>

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Mike McClain  
sales

## Crest Exteriors

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Client: City of Hamburg  
Property: 401 sophia ave  
Hamburg, MN

Operator: ALICIA

Estimator: Mike McClain  
Position: sales  
Company: Crest Exteriors  
Business: 22382 Chippendale ave  
Farmington, MN 55024

Business: (651) 460-6181

Type of Estimate:

Date Entered: 6/9/2022

Date Assigned:

Price List: MNMN8X\_JUN21  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2022-06-09-1256

**Crest Exteriors**

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2022-06-09-1256

**Fencing**

**Fencing**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1. R&R Chain link fence w/posts & top rail - 5' high - 9 gauge	170.00 LF @	23.31 =	3,962.70

**Mower shed**

**Mower shed**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
4. Remove Laminated - comp. shingle rfg. - w/ felt	4.27 SQ @	73.36 =	313.25
6. Laminated - comp. shingle rfg. - w/out felt	5.00 SQ @	288.47 =	1,442.35
7. Ice & water barrier	5.00 SF @	2.03 =	10.15
8. R&R Drip edge	88.00 LF @	3.68 =	323.84

**Grandstrand**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
9. R&R Standing seam metal roofing	2,062.00 SF @	12.67 =	26,125.54
11. Boom lift - 50'-60' reach (per day)	5.00 DA @	453.00 =	2,265.00
12. Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA @	603.62 =	603.62

**Crest Exteriors**

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	<b>Summary</b>	
Line Item Total		35,046.45
Replacement Cost Value		<u>\$35,046.45</u>
Net Claim		<u><u>\$35,046.45</u></u>

---

Mike McClain  
sales



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

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**RE: Liquor Licenses [MHS-45791]**

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**Jacob Saufley** <jsaufley@mhsllaw.com>  
To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>  
Cc: Kelly Dohm <kdohm@mhsllaw.com>

Thu, Jul 14, 2022 at 10:54 AM

Jeremy,

I've prepared an ordinance to revise sections of chapter 112 to

1. allow for Beer/Wine licensure to town ball teams,
2. allow minors within the premises for town ball games
3. clarify that the consuming alcoholic beverages in public places is legal only when purchased by the licensee (i.e. BYOB is illegal).

I want to clarify the hard liquor question: do you want to find a way to allow hard liquor at the ball park? If yes, then the City will need to contract with another licensed provider (likely the Parkside Tavern) and that licensee will provide the alcohol for sale. The parties would need to negotiate how to handle the revenues and/or lease payments. If the intent is for the HBC to hold the license and make the sales, then it is not possible to sell hard liquor under the town ball license.

I've attached the draft ordinance for your review and comment. Also, is the HBC currently operating under a Club 3.2% on-sale license? I'm assuming yes.

Once we choose our path forward, there are a variety of applications and forms to be completed. I believe that the HBC board also needs to complete the personal history and background check forms, which DPS/AGED did not provide.

I understand you're on vacation for a bit; enjoy it!

-Jake

**Jacob M. Saufley**

Attorney | Melchert Hubert Sjodin, PLLP

(952) 442-7721 | jsaufley@mhsllaw.com

**From:** Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>  
**Sent:** Thursday, July 7, 2022 11:23 AM  
**To:** Jacob Saufley <jsaufley@mhsllaw.com>  
**Subject:** Fwd: Liquor Licenses

Jacob,

Now we know what licenses are required, what changes need to be made in our City Ordinances?

Thanks!

**Jeremy Gruenhagen**

**CITY OF HAMBURG**  
**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 112 TO ALLOW THE ISSUANCE OF ON-SALE WINE AND ON-SALE MALT LIQUOR LICENSES TO TOWN BASEBALL TEAMS, TO ELIMINATE THE 21-YEAR MINIMUM AGE AT A BALLPARK THAT SELLS INTOXICATING LIQUOR, AND RESTRICT CONSUMPTION IN PUBLIC.**

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

**Section 1.**

The City Council of the City of Hamburg ("the City") finds that the State of Minnesota has amended its statutes to grant cities with the authority to issue on-sale wine and on-sale malt liquor licenses to baseball teams playing within the Minnesota Baseball Association. The City is home to the Hamburg Hawks, a town baseball team playing in the Crow River Valley League of the Minnesota Baseball Association. The City Council finds that the community is interested in the issuance of licenses that would allow on-sale service of alcoholic beverages at town baseball games in accordance with the laws of the State of Minnesota. The Code of Ordinances for the City of Hamburg (the "City Code") currently prohibits sets 21-years as the minimum age to enter an establishment licensed for on-sale intoxicating liquor. The City Council finds it necessary to amend the City Code to allow for the application, issuance, and regulation of such licenses. The City Council finds it necessary to amend the City Code and eliminate the 21-year age minimum at ballparks licensed for on-sale intoxicating liquor. The City finds that amending the City Code is in the best interest of the community. Therefore, the City Code §§ 112.22, 112.34, and 112.05 shall be amended to allow for the issuance of on-sale wine and on-sale malt liquor licenses to town baseball teams, to eliminate the minimum age of 21-years to enter the license premises at the ballpark, and restrict consumption in public to beverages purchased by a licensee on the premises.

**Section 2.**

Title XI, Chapter 112, Section 112.22 of the City Code relating to KINDS OF LIQUOR LICENSES is hereby amended to include a new paragraph (L):

(L) On-sale wine and on-sale malt liquor licenses may be issued to a person who is the owner of a summer collegiate league baseball team or baseball team competing in a league established by the Minnesota Baseball Association, or to a person holding a concessions or management contract with the owner, for beverage sales at a ballpark or stadium located within the municipality for the purposes of summer collegiate league baseball games, town ball games, and any other events at the ballpark or stadium. A

Chris Lund, Mayor

ATTEST: \_\_\_\_\_  
Jeremy Gruenhagen, City Clerk

(City Seal)

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

A summary of this ordinance may be published upon approval by a four-fifths majority of the City Council.

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

Published in \_\_\_\_\_ on \_\_\_\_\_, 2022.





July 12, 2022

RE: City of Hamburg, Minnesota  
2022 Tower Demo and Water Main  
Project

Jeremy Gruenhagen, City Administrator  
City of Hamburg  
PO Box 248  
Hamburg, MN 55339

Dear Jeremy:

This letter outlines the project scope and our proposal for professional engineering services in assembling bid documents and contracts, along with construction administration and construction observation during the project.

### **PROJECT DESCRIPTION AND SCOPE OF SERVICES**

The City of Hamburg is proposing to demo the existing water tower, remove the old water filtration equipment from the adjacent building, and reconstruct a segment of water main adjacent to the old water tower. Our scope of services will include preparation of plans and specifications for the project. We will assist the City in soliciting quotes for the project. Once quotes have been received, we will tabulate and present the results to the City Council for their approval. Our scope of services also includes preparation of contracts, construction administration, and part-time Resident Project Representative (RPR) during construction.

### **Proposed Tasks**

Our services will consist of the following Tasks.

#### ***Final Design***

- Prepare plans and specifications for two separate projects (tower demo and water main reconstruction)
- Meet with City Staff to confirm project scope and limits
- Meet with private utilities to confirm utility location and relocation needs.

#### ***Bidding Services***

- Assist the City with soliciting quotes.
- Respond to Contractor Questions
- Tabulating and Reporting the Results of the Bids
- Preparation of Contract Documents

#### ***Construction Administration***

- Receiving, reviewing, and approving pay applications from the contractor.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

320.587.7341 | 800.838.8666 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Keeping residents and project stakeholders informed of progress schedule and work sequence.
- Reviewing and processing change orders.
- Answering contractor questions.
- Addressing issues resulting from unforeseen conditions or change of project scope.
- Corresponding with City, utility companies, and other project stakeholders.

**Resident Project Representative (Part-time basis)**

- Observing the quantity and quality of the work by the contractor according to the plans and Contract Documents.
- Along with the Engineer, making recommendations regarding acceptance of the project at time of final completion.
- Available on site for answering questions and addressing concerns from residents living next to the project.

**Proposed Fee**

We propose to provide these services for the fees outlined below.

<u>Task</u>	<u>Fee</u>
Final Design, Specifications, and Bidding Documents	\$17,000 Lump Sum
Construction Administration, Resident Project Representative (RPR), Construction Staking	\$8,500 Hourly, estimated
<b>Total Estimated Fee</b>	<b>\$25,500 Not to exceed</b>

**SCHEDULE**

At the present time, the proposed schedule for the project would be as follows:

Task	Date
Council Authorizes Project	July 12, 2022
Review Final Plans with City Council	September 6, 2022
Receive Quotes	September 29, 2022
City Council Receives Bids; Considers Award	October 4, 2022

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

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

  
Justin Black, PE  
Project Manager  
(Lic. MN)

jb

Enclosures

x:\fj\hambur\186192\1-gen\10-setup-cont\03-proposal\lower demoscope of services ltr tower demo.docx

## DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project: 2022 Tower Demo and WM Improvements  
 Location: Hamburg, MN  
 Date: Tuesday, July 12, 2022

	Labor Hours							TOTALS
	Black Sr. Engr PE	Bratsch Proj Engr PE	Solomonson Crew Chief	Brinkman Admin Tech	Pamplun Lead Tech	Kattenberger Sr. Engr PE		
<b>Task 1- Final Design, Specifications and Preparing Bid Documents</b>								
Project Management / Project Schedule Management	3.0			1.0				4.0
Topo Survey			3.0					3.0
Prepare / Review Topographic Base Drawing					2.0			2.0
Update Water Tower Demolition Plans		1.0				4.0		5.0
Coordinate with Electrical Utility - Water Tower Demolition		1.0				4.0		5.0
Develop Filter Plant Selective Demolition Base Drawings / Plans		4.0			2.0	3.0		14.0
Water Main Layout and Connections	1.0	2.0						3.0
Construction Limits and Turf Replacement Identification		1.0						1.0
Prepare permit for MN Department of Health (MDH)		1.0		1.0		1.0		3.0
Prepare plan sheets and construction notes	2.0	32.0						34.0
Take off quantities and preparation of Statement of Estimated Quantities and bid form		4.0		1.0				5.0
Prepare opinion of estimated project costs		1.0		1.0				2.0
Prepare project specifications	1.0	4.0		1.0		4.0		10.0
Utility Meeting and correspondence regarding design details for project.	1.0	1.0		1.0				3.0
Prepare SWPPP and Turf Establishment Plan		4.0						4.0
Traffic Control and Signing		1.0						1.0
City Staff Review Meeting	1.0	2.0						3.0
QA/QC of construction plans, specifications and quantities	1.0	1.0						2.0
<b>SUBTOTAL HOURS</b>	<b>18.0</b>	<b>58.0</b>	<b>6.0</b>	<b>6.0</b>	<b>4.0</b>	<b>25.0</b>	<b>8.0</b>	<b>199.0</b>
<b>TOTAL TASK FEE</b>	<b>\$</b>	<b>17,000.00</b>						
<b>Task 2 Construction Admin, RPR, and Construction Staking</b>								
On Site Resident Project Representative		40.0						40.0
Construction Staking			3.0					3.0
Review Material Submittals		1.0				2.0		3.0
Construction Administration, Application for Payments	4.0			2.0		1.0		7.0
Record Drawings	1.0	3.0	3.0					7.0
<b>SUBTOTAL HOURS</b>	<b>5.0</b>	<b>44.0</b>	<b>6.0</b>	<b>2.0</b>	<b>6.0</b>	<b>3.0</b>	<b>6.0</b>	<b>86.0</b>
<b>TOTAL TASK FEE</b>	<b>\$</b>	<b>8,500.00</b>						
<b>TOTAL PROJECT FEE</b>	<b>\$</b>	<b>25,500.00</b>						

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Hamburg, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2021, this Supplemental Letter Agreement dated July 12, 2022, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2022 Water Tower Demo and Water Main Improvements.

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

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

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

Scope includes Final Design, Bidding Services, Construction Administration, and part-time Construction Observation (RPR). See attached proposal letter dated July 12, 2022, for a list of tasks to be completed.

### Resident Project Representative Services

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

**Schedule:** As indicated in the attached proposal letter dated July 12, 2022. We will begin our services upon receipt of a signed copy of this Agreement.

**Payment:** The total estimated fee is not to exceed \$25,500 including expenses and equipment. The estimated fee for each Task is as indicated in the attached proposal letter dated July 12, 2022, and as follows:

<u>Task</u>	<u>Fee</u>	
Final Design, Specifications, and Bidding Documents	\$17,000	Lump Sum
Construction Administration, Resident Project Representative (RPR), Construction Staking	\$8,500	Hourly, estimated
<b>Total Estimated Fee</b>	<b>\$25,500</b>	<b>Not to exceed</b>

The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2.

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

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**Short Elliott Hendrickson Inc.**

**City of Hamburg, Minnesota**

By:  \_\_\_\_\_  
Justin Black  
Title: Principal/Client Service Manager

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

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated July 12, 2022**

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

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

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**Exhibit A-2**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated July 12, 2022**

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

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

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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**Exhibit B**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated July 12, 2022**

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

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

**A. General**

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

**B. Duties and Responsibilities of RPR**

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

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

**C. Limitations of Authority**

Resident Project Representative:

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

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