



## **HAMBURG CITY COUNCIL AGENDA** **AUGUST 21, 2018**

1. **Call Continued Public Hearing to Order at 7:00 PM**
  - **Cable Franchise Agreement for Mediacom and Jaguar**
2. **Close Public Hearing for Cable Franchise Agreements**
3. **Call City Council Meeting to Order**
  - **Pledge of Allegiance**
4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
5. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Approve Payment of Added July Claims (\$5,207.71)**
  - **Approve Payment of August Claims List (\$24,913.59)**
  - **Approve Minutes for July 10, 2018 & July 31, 2018**
  - **Delinquent Utility Bills Report**
  - **Employee Project Lists**
  - **2019 LGA Amount (\$78,210)**
  - **Election Memo (Carver County)**
  - **Mediacom Rate Adjustments**
  - **NYA Chamber of Commerce Letter**
6. **Hamburg Fire Department**
  - **Approve Firefighter Remie Hall**
  - **Fire Engine Replacement**
7. **Lois Droege**
  - **George Street (Develop Outlot B of Hamburg 3<sup>rd</sup> Addition)**
    - **Development Agreement**
      - **Street Improvements/Storm Water Pond (Land Purchase)**
8. **Triple T Services, LLC (Jake Trebesch)**
  - **Storm Water Easement for Parcel 45.0282500 (Railroad Street)**
    - **Purchase of Parcel 11.0282010**
9. **Old City Business**
  - **2018 Street Improvements (Railroad/Scheele)**
    - **Bid Tabulations/Award Project**
  - **2018 City Building Repair Estimates (CC/Park Roofs/Hall Steps)**



***HAMBURG CITY COUNCIL AGENDA  
AUGUST 21, 2018***

- **Cable Franchise Agreements (Jaguar Communications/Mediacom)**

**10. New City Business**

- **2019 Prosecution Contract (Carver County)**
- **2019 Service Agreement for Joint Assessment (Carver County)**
- **Park Vandalism (Tree/Buildings)**
- **Kevin Subart (340 Railroad Street Remodel)**
- **William Minnihan (Vacant Lot/Parcel 45.0500190)**
- **Second Meeting for August (August 28<sup>th</sup>)**

**11. City Council Reports**

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

**12. Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA  
AUGUST 21, 2018***

**COMMUNITY HALL & PARK ACTIVITIES**

- AUGUST**
- 4 – Park Rental**
  - 18 – Park Rental**
  - 20 – Hamburg Lions Club (Park)**
- SEPTEMBER**
- 15 – Wedding Reception**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

- AUGUST**
- 5 – Hamburg Lions Board Meeting**
  - 5 – HFD Training**
  - 8 – Hamburg Lions Club**
  - 9 – Jaguar Communications Open House**
  - 14 – Primary Election 7:00 AM to 8:00 PM**
  - 20 – Hamburg Lions Club**
  - 21 – Hamburg City Council Meeting @ 7:00 PM**
  - 27 – Hamburg Fire Dept. (Relief Association) Meeting**
- SEPTEMBER**
- 3 – Hamburg Lions Board Meeting**
  - 3 – HFD Training**
  - 3 – Labor Day (City Offices Closed)**
  - 11 – Hamburg City Council Meeting @ 7:00 PM**
  - 11 – Young America Township Meeting**
  - 13 – Sibley County Chiefs Association**
  - 17 – Hamburg Lions Club Meeting**
  - 24 – Hamburg Fire Dept. (Relief Association) Meeting**
  - 25 – Hamburg City Council Meeting**
  - 26 – Hamburg Lions Convention Committee**
  - 27 – Hamburg Fire Department Training**
  - 30 – Community Center Rental**

**MELCHERT • HUBERT • SJODIN, PLLP**

**MEMORANDUM**

DATE: August 16, 2018

TO: City Council, City of Hamburg

FROM: Quinn O'Reilly

RE: Jaguar Cable Franchise Agreement

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The City has been engaged with Jaguar Communications (“Jaguar”) to reach an agreement regarding a cable franchise (“Franchise”) between Jaguar and the City. Presently, Mediacom is operating in the City under a now-expired Franchise. Negotiations with Mediacom are ongoing. Jaguar and the City have reached an agreement, pending City Council approval.

The Franchise language was reviewed at the July 31, 2018, City Council meeting. At the time, it was noted Jaguar wanted to see what the Mediacom Franchise looked like before agreeing to a Franchise. Because Jaguar would like to move forward and Mediacom has not been timely in responding, Jaguar has indicated it is ready to agree to a Franchise, despite not knowing what Mediacom’s Franchise will look like. The only difference between the current version of the Franchise and the version reviewed at the last meeting is we have added a provision that Jaguar will reimburse the City up to \$1,000 towards the costs of preparing the Franchise.

At the last meeting, an ongoing performance bond was discussed. Since that meeting, Jaguar has indicated it will not agree to any Franchise with the City that includes a requirement that Jaguar furnish an ongoing performance bond to the City. The previous Franchise with Mediacom required an ongoing performance bond, though the Franchise did not actually set an amount for the bond, and it is my understanding Mediacom has not actually filed a bond with the City.

Jaguar was asked to agree to two different performance bond requirements. The first bond would cover the initial period of construction of Jaguar’s system in the City and would be \$50,000. The bond would only be in place during the initial buildout of Jaguar’s system, which Jaguar indicates would be no longer than a year. Jaguar has agreed to furnish a construction performance bond for initial construction of its system. For the remaining 14 years of the agreement, Jaguar was requested to agree to provide a \$10,000, ongoing performance bond. In a review of other cable franchise agreements from the area, it appears an ongoing performance

bond in the amount of \$10,000 is standard. Unfortunately, Jaguar has taken the position that it will not, under any circumstances, agree to an ongoing performance bond with the City. In fact, it was made clear Jaguar will choose not to expand to the City if an ongoing performance bond is required.

Minnesota Statutes, section 238.084, subdivision 1(j), requires a franchisee to provide a city with a financial instrument, approved by the city, to compensate the city for any damages from the franchisee's nonperformance. The statute indicates the financial security amount can be reduced at the discretion of the city. Jaguar's position is the statute allows the City the discretion to reduce the ongoing financial security amount to zero.

The reason for requiring a performance bond is to ensure the City has some recourse in the event of nonperformance by Jaguar. It seems likely a substantial nonperformance by Jaguar would likely only occur in the event Jaguar goes out of business. In such a scenario, the City's remedies under the Franchise are largely meaningless. While the City could revoke the Franchise or sue for damages, neither of those options provides any practical benefit to the City if Jaguar is no longer operating as a company. If Jaguar ceases to operate, the threat of revocation, or even actual revocation, will not have any impact on gaining compliance from Jaguar. The City could sue for damages, but in the event Jaguar is no longer in business, the City will be one of many creditors attempting to collect from the defunct entity. It is unlikely the City will be able to recover much, if anything, in such a scenario. By requiring a performance bond, the City ensures it will have some remedy available to it in the event Jaguar fails to perform.

Jaguar has agreed to the construction bond during installation of its equipment. The initial construction of its system represents the largest potential damage to the City, because Jaguar will be digging throughout the City. The remainder of the Franchise term will likely not see any time with such substantial construction activity. However, Jaguar will undertake routine maintenance and upgrades of its system which will result in construction operations within City right-of-way at some point during the final 14 years of the Franchise. Any unfinished projects would represent damages to the City, as the City will need to fix any opened right-of-way.

The City has an option to somewhat protect itself from potential future damages, even if Jaguar does not agree to an ongoing performance bond. The City requires, in Section 91 of the City's ordinances, that anyone doing work in the right-of-way must obtain a permit from the City, pay a permit fee, and furnish a construction performance bond if deemed necessary by the City. The Franchise with Jaguar requires Jaguar to follow all local requirements, including permitting procedures. Though not required in the Franchise itself, the City can require Jaguar to provide a construction performance bond anytime Jaguar does work in the right-of-way. While this will not cure all of the City's potential damages in the event of Jaguar's non-performance, it will provide the City protection for some of the most direct damages of Jaguar's non-performance.

## FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Hamburg, hereinafter referred to as “the Franchising Authority”, and Jaguar Communications, Inc., a corporation duly organized and validly existing under the laws of the State of Minnesota, hereinafter referred to as “the Grantee.”

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

### SECTION 1 Definition of Terms

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

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- A. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- B. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- C. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- D. “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- E. “Franchising Authority” means the City of Hamburg.
- G. “Grantee” means Jaguar Communications, Inc., or the lawful successor, transferee, or assignee thereof.

- H. "Gross Revenues" means revenues derived from the operation of the Cable System received by Grantee from Subscribers for Basic Cable Services in the Service Area. Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- L. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- M. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

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

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

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

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

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



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

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

**3.2 Construction of Cable System.** The Grantee shall install a Cable System, the technical standards of which shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations found at 47 U.S.C. §§ 76.601 – 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Grantee shall begin construction within 240 days of the effective date of this Franchise. Construction of the Cable System must proceed at a rate of not less than 50 plant miles constructed per year of the Franchise term until the Franchising Authority, as it exists at the time this Franchise is granted, is overbuilt with energized cable. This Franchise is granted for the corporate boundaries of the Franchising Authority, as it exists from time to time. In the event of annexation by the Franchising Authority, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas, upon written notice from the Franchising Authority that annexation has occurred.

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

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

**3.5 Procedure for Relocation or Removal for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the

Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

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

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

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

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

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

**3.11 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with

reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

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

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

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

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

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

**3.17 Abandonment.** The Grantee may not abandon its cable communications system or a portion of it without having given three months prior written notice to the Franchising Authority. The Grantee may not abandon its cable communications system or a portion of it without compensating the Franchising Authority for damages resulting to it from the abandonment.

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

**3.19 Public Inspection.** The Grantee shall provide to the City and shall make available for public inspection: (1) the length and terms of residential subscriber contracts; (2) the current subscriber charges; and (3) the procedure by which subscriber charges are established.

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

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

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

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

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

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

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

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

#### **SECTION 4**

#### **Regulation by the Franchising Authority**

#### **4.1 Franchise Fee.**

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

shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority.

**4.2 Audit.** The Franchising Authority shall have the right to audit the Grantee's accounting and financial records required to calculate the Franchising Authority's franchise fees upon reasonable notice; provided, however, that any such inspection shall take place within three (3) years from the date the Franchising Authority receives the payment, after which period any such payment shall be considered final. The Grantee shall file annual reports with the Franchising Authority detailing gross subscriber revenues and other information the Franchising Authority deems appropriate.

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

**4.3 Renewal of Franchise.**

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

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

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

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

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the

Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

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

**4.5 Franchise Transfer.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. If the Franchise is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System, subject to a 60 first right of refusal.

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

The Grantee agrees that the Franchising Authority, upon reasonable written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential to the extent that such information qualifies for protection from public disclosure under Minnesota law and only to disclose such information to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of the Cable Act.

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

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

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

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

**6.3 Security.** The Grantee at the time the Franchise becomes effective and thereafter during periods of substantial construction within the Franchising Authority, shall furnish a performance bond, certificate of deposit, or other type of instrument approved by the Franchising Authority in the amount of \$50,000 for damages resulting from the Grantee's nonperformance.

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



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

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have sixty (60) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the sixty (60) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within sixty (60) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least thirty (30) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

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

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

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

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

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

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

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

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

## **SECTION 8** **Miscellaneous Provisions**

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

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

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

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

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

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

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

Jaguar Communications, Inc.  
Attn: Legal Department  
213 South Oak Avenue  
Owatonna, MN 55060

With a copy to:

Jaguar Communications, Inc.  
Attn: Chief Technical Officer  
213 South Oak Avenue  
Owatonna, MN 55060

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

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

**8.6 Costs in Awarding Franchise.** At the time of acceptance of this Franchise, Grantee shall reimburse the Franchising Authority for all reasonable costs and fees incurred in processing and awarding this franchise up to a maximum of One Thousand Dollars and no/cents (\$1,000.00). The Grantee may treat such reimbursement as a franchise fee to the extent permitted by applicable law.

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

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

**8.9 Franchise Term and Effective Date.** The Effective Date of this Franchise is October 1, 2018. This Franchise shall be for a term of fifteen (15) years from such Effective Date and shall expire on October 1, 2033.

Considered and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Hamburg:**

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

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

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

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

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

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

**Jaguar Communications, Inc.**

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

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

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

2018 July Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - June 2018	\$2,546.72	7/10/2018
ACH	PERA	Divided	PERA Withholding - June 2018	\$354.94	7/10/2018
ACH	PERA	Divided	PERA Withholding - June 2018	\$464.07	7/10/2018
ACH	PERA	Divided	PERA Withholding - June 2019	\$707.04	8/21/2018
ACH	MN Dept. of Revenue	Divided	June 2018 State Withholding Tax Payment	\$462.00	7/10/2018
ACH	HealthPartners	Divided	Health Insurance for July 2018	\$2,958.95	7/10/2018
ACH	Optum Bank	Divided	City Contribution to Employees H.S.A (2nd Qtr 2018)	\$1,250.00	7/10/2018
ACH	Mel Sprengeler	Divided	Wages 6-18-18 to 7-1-18	\$145.45	7/10/2018
ACH	Greg Schultz	Divided	Wages 6-18-18 to 7-1-18	\$1,977.24	7/10/2018
ACH	Tamara Bracht	Divided	Wages 6-18-18 to 7-1-18	\$625.90	7/10/2018
ACH	Jeremy Gruenhagen	Divided	July Wages	\$1,896.25	7/10/2018
ACH	Google	General Gov't	Email Account Service for June 2018	\$80.00	8/21/2018
ACH	AT&T	General Gov't	Cell Phone Payment (July)	\$28.85	8/21/2018
ACH	MN Dept. of Revenue	Divided	Sales & Use Tax for 2nd Qtr 2018	\$116.00	8/22/2018
ACH	Mel Sprengeler	Divided	Wages 7-2-18 to 7/15-18	\$316.57	8/21/2018
ACH	Greg Schultz	Divided	Wages 7-2-18 to 7/15-18	\$1,565.34	8/21/2018
ACH	Tamara Bracht	Divided	Wages 7-2-18 to 7/15-18	\$497.66	8/21/2018
ACH	Jeremy Gruenhagen	Divided	July Wages	\$1,896.25	8/21/2018
Debit Card	Hamburg Post Office	Divided	4 Rolls Postcard Stamps for June/July Water Bills	\$140.00	7/10/2018
Debit Card	Hamburg Post Office	General Gov't	Priority Mail Postage to send back shirt samples to Cir	\$9.85	7/31/2018
Debit Card	Hamburg Post Office	General Gov't	Certified Letter Mailing	\$6.70	7/31/2018
Debit Card	OfficeSupply.com	General Gov't	Carpet Cleaner	\$46.56	7/31/2018
Debit Card	MRWA	Water	10th Annual Operator Equipment Expo Sept. 12, 2018	\$125.00	7/31/2018
19157	Bond Trust Services	Debt Service	Interest Payments for Series 2007A and 2011A	\$17,200.00	7/10/2018
19158	Carver County Attorney's Office	General Gov't	2nd Quarter Fines Collected - 1/2 Due to Attorney's Off	\$163.52	7/10/2018
19159	Carver County	Public Safety	Background Checks for Liquor License Renewals for E	\$300.00	7/10/2018
19160	CenturyLink	Divided	Phone Service for Hall/WWTP	\$173.83	7/10/2018
19161	Cintas	Hall	Terry Towels, Dust Mop, etc...	\$70.50	7/10/2018
19162	Ehlers & Associates	Storm Water	Annual Storm Sewer Bonds Discharge Reporting 2018	\$750.00	7/10/2018
19163	Gopher State One Call	Divided	June Locates (1)	\$1.35	7/10/2018
19164	Loffler	General Gov't	June Copies (includes Summer Newsletter)	\$99.57	7/10/2018
19165	Mini Biff	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver	\$131.07	7/10/2018
19166	MNSPECT	Public Safety	Permits for (Re-Window) 220 RR St., (Re-Side) 811 Park	\$105.00	7/10/2018
19167	MVTL Labs, Inc.	Sewer	Lab Fees for Quarterly Influent sampled 6-19-18	\$79.50	7/10/2018
19168	Resource Strategies Corp.	General Gov't	CUP, Comp. Plan, Set Back Inquiry	\$8,693.00	7/10/2018
19169	SW Corridor Transp. Coalition	General Gov't	2018 Annual Membership Dues	\$100.00	7/10/2018
19170	UFC	Park & Rec.	Grass Seed, Weed Spray, Hardware for Ball Field Drag	\$259.01	7/10/2018
19171	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for June 2018	\$566.25	7/10/2018
19172	Waste Management, Inc.	Sanitation	30 Yard Flat Green Yard Waste Container (June)	\$256.89	7/10/2018
19173	Wm. Mueller & Sons	Divided	Red Rock for Alleys, Gas for City Vehicles, Lawnmowe	\$370.54	7/10/2018
19174	Xcel Energy	Divided	Electricity/Natural Gas Services (6/3/18 - 7/3/18)	\$703.32	7/10/2018
19175	Clint Peterson	Park & Rec.	Baseball Field Drag	\$500.00	7/31/2018
19176-78	VOID		Accidentally left check sheet in printer and printed a word document over them.	VOID	7/31/2018
19179	Ancom Communications Inc.	Public Safety	6 New Pagers and Desktop Chargers, Freight	\$4,683.00	7/31/2018
19180	ASCAP	Hall	Entertainment License 8-15-18 to 8-14-19	355.51	7/31/2018
19181	Canon Financial Services	General Gov't	Canon Copier Government Contract July	33.13	7/31/2018
19182	CarverLink / Jaguar	General Gov't	Telephone/Internet Services July 2018	108.91	7/31/2018
19183	CenturyLink	Divided	Phone Service for Hall/WTP	178.13	7/31/2018
19184	ECM Publishers, Inc.	General Gov't	Notice of Filing for Elections, Cable Franchise and Sto	\$136.08	7/31/2018
19185	Hawkins Chemicals	Water	Azone 15, Hydrofluosilicic Acid, Fuel & Freight	\$704.67	7/31/2018
19186	Home Solutions	Divided	2 Sets of Bar Cabinet Keys for Hall, Replacement Smo	\$29.83	7/31/2018
19187	Jerry's Transmission	Public Safety	Rescue 11 Emergency Light Repairs	\$532.98	7/31/2018
19188	Kranz Lawn & Power	Park & Rec.	Trailer Hitch Kit for Exmark Lawnmower	\$69.95	7/31/2018
19189	Melchert-Hubert & Sjodin, PLLP	General Gov't	Encroachment Issue Correspondence	\$1,110.00	7/31/2018
19190	Menards	Water	2 Fuses for WTP	\$20.94	7/31/2018
19191	MN BCA	Public Safety	Background Check for Remie Hall	\$15.00	7/31/2018
19192	MN Rural Water Association	Water	Annual Operator Equipment Expo - Greg Schultz	\$125.00	7/31/2018
19193	Pearson Brothers, Inc.	Public Works	Square Yard Seal Coat, Mixture for Joints & Cracks on	\$15,750.20	7/31/2018
19194	Plunkett's Pest Control	Divided	City Hall, Fire Hall & Community Center Service Date 7-	\$139.12	7/31/2018
19195	S.E.H. Inc.	Divided	Comp. Plan Update, Storm Water Model, Railroad and	\$4,175.25	7/31/2018
19196	Viking Bottling Co.	Divided	Pop for Park Machine and Hall Upstairs	\$514.50	7/31/2018
19197	Xcel Energy	Divided	Electricity/Natural Gas Services (6/3/18 - 7/3/18)	\$1,300.75	7/31/2018
				\$78,723.64	
			July Claims	\$48,052.58	7/10/2018
			July Added Claims	\$30,671.06	7/31/2018
			July Added Claims	\$5,207.71	8/21/2018
			Total July Claims	\$78,723.64	

**2018 August Claims List**

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July 2018	\$2,717.14	8/21/2018
ACH	MN Dept. of Revenue	Divided	July 2018 State Withholding Tax Payment	\$494.00	8/21/2018
ACH	PERA	Divided	PERA Withholding - July 2018	\$493.01	8/21/2018
ACH	PERA	Divided	PERA Withholding - July 2018	\$393.39	8/21/2018
ACH	PERA	Divided	PERA Withholding - July 2018	\$728.04	8/21/2018
ACH	PERA	Divided	PERA Withholding - August 2018	\$397.89	8/21/2018
ACH	HealthPartners	Divided	Health Insurance for August 2018	\$2,958.95	8/21/2018
ACH	Kwik Trip	Divided	Fuel for Grass II and Non-Ox Fuel for City Small Engines	\$66.66	8/21/2018
ACH	Mel Sprengeler	Divided	Wages 7-16-18 to 7-29-18	\$281.20	8/21/2018
ACH	Greg Schultz	Divided	Wages 7-16-18 to 7-29-18	\$1,694.51	8/21/2018
ACH	Tamara Bracht	Divided	Wages 7-16-18 to 7-29-18	\$324.63	8/21/2018
ACH	Jeremy Gruenhagen	Divided	August Wages	\$1,843.87	8/21/2018
ACH	Mel Sprengeler	Divided	Wages 7-30-18 to 8-12-18	\$254.54	8/21/2018
ACH	Greg Schultz	Divided	Wages 7-30-18 to 8-12-18	\$1,725.18	8/21/2018
ACH	Tamara Bracht	Divided	Wages 7-30-18 to 8-12-18	\$526.50	8/21/2018
DC	Hamburg Post Office	Water	Priority Mailed Water Samples to MN Dept. of Health	\$64.15	8/21/2018
DC	Global Industries	Hall	(6) 21x21x2 Plastic Drip Pan Trays for Pop Canisters	\$219.65	8/21/2018
19198	Carquest	Park & Rec.	Oil Filter for Exmark Lawnmower	\$32.76	8/21/2018
19199	Floyd Total Security	Water	Base Alarm Monitoring for WWTP (9-3-18 to 12-2-18)	\$86.85	8/21/2018
19200	Galls, LLC	Public Safety (FD)	4 Tactical Pants, 2 Belts, Nametag Engraving	\$418.98	8/21/2018
19201	Gopher State One Call	Divided	4 Water/Sewer Locates in July	\$5.40	8/21/2018
19202	Greg Schultz	Public Works	4 Tires for Ford Ranger	\$300.00	8/21/2018
19203	Loffler Companies, Inc.	General Gov't	July Copies	\$31.73	8/21/2018
19204	Melchert-Hubert & Sjodin	General Gov't	Public Hearing Notices, Jaguar Franchise, Triple T Garag	\$2,100.00	8/21/2018
19205	Mini Biff	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver	\$131.07	8/21/2018
19206	MSFCA	Public Safety (FD)	Re-certification for Steven Buckentin & Bruce Kranz	\$50.00	8/21/2018
19207	Monica Trebesch	Public Safety (FD)	18+ Dozen Cookies for National Night Out	\$95.00	8/21/2018
19208	MES	Public Safety (FD)	Air Pack Maintenance & Repairs	\$1,216.19	8/21/2018
19209	NAPA	Public Works	Paint, Reflective Tape and Hose Clamps for Speed Limit	\$18.26	8/21/2018
19210	UFC	Park & Rec.	Weed Spray, Weed Whip String & Spark Plugs, Pole Saw	\$99.21	8/21/2018
19211	WWWill & Son's Distributing	Public Safety (FD)	16 Packages of Hotdogs for National Night Out	\$112.00	8/21/2018
19212	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for July 2018	\$405.00	8/21/2018
19213	Wm. Mueller & Son's, Inc.	Divided	Gas for Lawnmower, Baseball Park Mower, & City Vehicle	\$373.75	8/21/2018
19214	Xcel Energy	Divided	Electricity/Natural Gas Services for July	\$896.34	8/21/2018
19215	Canon Financial Services	General Gov't	Canon Copier Government Contract for August	\$33.13	8/21/2018
19216	CarverLink	General Gov't	Telephone/Internet Services August 2018	\$109.52	8/21/2018
19217	Cintas	Divided	Cleaning Supplies - Towels, Mops, Rags, Garbage Liners	\$70.50	8/21/2018
19218	Jeremy Gruenhagen	Divided	NNO Supplies, Mileage Jan-June, Training	\$538.44	8/21/2018
19219	Menards	Divided	Batteries, Mop Heads, Kitchen Sponges, Paper Towels, D	\$31.34	8/21/2018
19220	MN Dept. of Health	Water	3rd Quarter - Community Water Supply Service Connecti	\$337.00	8/21/2018
19221	O.E.M. Services	Public Works	Post for Mounting Electronic Speed Sign	\$307.33	8/21/2018
19222	Quill	General Gov't	Office/Business Supplies	\$289.83	8/21/2018
19223	S.E.H.	General Gov't	Prof. Fee's for 2018 RR & Scheele Street Improvement	\$412.50	8/21/2018
19224	Tamara Bracht	General Gov't	Reimburse for Election Day Breakfast Items at Kwik Trip	\$19.73	8/21/2018
19225	Xcel Energy	Divided	Electricity/Natural Gas Services (7/3/18 - 8/3/18)	\$1,208.42	8/21/2018
				\$24,913.59	



## ***HAMBURG CITY COUNCIL AGENDA JULY 10, 2018***

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 PM. Those in attendance were: Councilman Jason Buckentin, Councilman Tim Tracy, Councilman Steve Trebesch, City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Justin Buckentin, Fire Department Member Scott Anderson, Justin Black with S.E.H, Lois Droege, Tim Rohwer, Kipp Trebesch Jr., and Jake Trebesch. Councilman Scott Feltmann was absent.

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

- Consent Agenda
  - Time Off Requests
- Lease Agreement from Triple T Services
- New City Business
  - Schedule a 2<sup>nd</sup> Council Meeting for July

**MOTION: Councilman Steve Trebesch moved to accept the Agenda Review as amended. Seconded by Councilman Jason Buckentin. Motion was approved with Councilman Scott Feltmann absent.**

### **Consent Agenda**

- Approve Minutes for June 12, 2018
- Approve Payment of Added June Claims (\$103,471.24)
- Approve Payment of July Claims (\$42,844.87)
- Approve Time-Off Requests (Jeremy)
- Appoint Election Judges for 2018 Primary & General Election
- Final Easement for Driveway (250 RR Street)
- Notice of Filing for City Election
- Cash Flow Statement for March 2018
- Delinquent Utility Bills Report
- Employee Project Lists

**MOTION: Councilman Steve Trebesch moved to approve the Consent Agenda. Seconded by Councilman Tim Tracy. Motion was approved with Councilman Scott Feltmann absent.**

### **Hamburg Fire Department**

- HFDRA Retirement Account (PERA)
  - Approve Resolution Number 2018-08
- National Night Out

**MOTION: Councilman Tim Tracy moved to approve Resolution Number 2018-08 to amend the PERA contribution from \$1600 to \$1800. Seconded by Councilman Jason Buckentin. Motion was approved with Councilman Scott Feltmann absent.**



## ***HAMBURG CITY COUNCIL AGENDA JULY 10, 2018***

### **Lois Droege**

- George Street (Develop Outlot B)
  - Street Improvements/Storm Water Pond
- Discussions revolved around funding sources for the different aspects of the project. Further discussions will take place at the second Council Meeting on July 31, 2018 at 7:00 pm.

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

- 2018 Street Improvements (Railroad Street/Scheele Avenue)
  - Approve Plans and Specs and Authorize to Solicit Quotes
- Planning & Zoning Administration Services

**MOTION: Councilman Steve Trebesch moved to approve the plans and specs. and authorize S.E.H. to obtain quotes. Seconded by Councilman Jason Buckentin. Motion was approved with Councilman Scott Feltmann absent.**

### **Storm Water Easement (Railroad Street)**

- Lease Agreement - Triple T Services, LLC (Jake Trebesch)

**MOTION: Councilman Tim Tracy moved to reject the current offer and counter with double what the original purchase price was for the land. Seconded by Councilman Jason Buckentin. Motion was approved with Councilman Scott Feltmann absent.**

### **Old City Business**

- 2018 Street Improvements/Repairs
  - Crack Sealing/Seal Coating
    - Crack sealing has been completed and the seal coating will be done on Thursday July 12<sup>th</sup>.
- 2018 City Building Repairs (Roofs/Steps)
  - Requesting new bids as one bid included the Fire Hall Roof and the others did not.
- Water Tower Cleaning/Inspection
  - Councilman Tim Tracy will contact Maguire Iron and work with them on getting plenty of pictures and the cleaning process.
- Statewide Health Improvement Partnership (SHIP) Funding
  - Jeremy will ask Julie Kuenzel with Community Ed. for any ideas that would help them with their summer programs in our park.





## ***HAMBURG CITY COUNCIL AGENDA JULY 10, 2018***

### **New City Business**

- Approve Transient Merchant Permit for Anthony Jason Armstrong
  - Council denied the Solicitor Permit Request
- Hold Second Council Meeting for July
  - Set Public Hearing for Cable Franchise Agreements

**MOTION: Councilman Steve Trebesch moved to approve a Public Hearing on July 31<sup>st</sup> beginning at 7:00 pm for Jaguar Communications Franchise Agreement, 7:10 for Mediacom Franchise Agreement, 7:20 for the Droege Development Proposal with a second July Council Meeting to follow immediately after. Seconded by Councilman Tim Tracy. Motion was approved with Councilman Scott Feltmann absent.**

- Move August 14<sup>th</sup> City Council Meeting (Primary Election)

**MOTION: Councilman Steve Trebesch moved to approve changing the Council Meeting from August 14<sup>th</sup> to August 21<sup>st</sup> at 7:00 pm due to Primary Election night. Seconded by Councilman Jason Buckentin. Motion was approved with Councilman Scott Feltmann absent.**

### **City Council Reports**

- Councilmember Jason Buckentin – concerned about intersection at C.R. 50 (Henrietta Ave) and Jacob Avenue as well as at Railroad and Henrietta curve intersection. Would like to see at least a yield sign if a stop sign isn't possible.
- Councilmember Steve Trebesch – concerned about Mr. Subart's building and parking area.
- Mayor Chris Lund -
  - Regional Council of Mayors Meeting – topics included school district challenges, changing demographics, funding sources, affordable housing etc...
  - SW Corridor Transportation Coalition Meeting – 4 lane addition from Chaska to Cologne completed by 2020. Federal Grant program could help to bring the 4 lanes all the way out to NYA.
  - Friday July 13<sup>th</sup> is Mayor's In time from 8:00-10:00

**MOTION: Councilman Steve Trebesch moved to adjourn the Council Meeting at 8:54 pm. Seconded by Councilman Jason Buckentin. Motion was approved with Councilman Scott Feltmann absent.**



## ***HAMBURG CITY COUNCIL AGENDA JULY 31, 2018***

**Mayor Chris Lund called the Public Hearing to Order at 7:00 PM**

- Cable Franchise Agreement for Mediacom and Jaguar
  - No Public Comments

**MOTION: Councilman Steve Trebesch moved to close the Public Hearing at 7:10 and to continue the Public Hearing at a later date as both of the agreements continue to be worked out. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Member were present.**

**Mayor Chris Lund called the George Street Public Hearing to Order at 7:16 PM**

- Proposed George Street Improvements and Townhome Project
  - Items discussed were the Storm Water Improvement costs and how to possibly share those costs. The donation of the land for the pond. Cost of constructing curb and gutter and a Developers Agreement.

**MOTION: Councilman Tim Tracy moved to close the Public Hearing at 7:58 Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Member were present.**

**Mayor Chris Lund called the Special City Council Meeting to Order. Those in attendance were: Council Members Steve Trebesch, Scott Feltmann, Jason Buckentin and Tim Tracy. City Staff: Jeremy Gruenhagen - Clerk/Treasurer and Tamara Bracht – Deputy Clerk. Hamburg Fire Chief Justin Buckentin, Quin O'Reilly – City of Hamburg's Legal Council from Melchert, Hubert & Sjodin, Justin Black – City Engineer with S.E.H., Lois Droege for the George Street Project, Jake Trebesch with Triple T Garage. Residents in attendance were: Stacie Franck, Robin and Greg Schultz, Daton and Jessica Weber, Bev Herbst, Eric Poppler, Brian Herrmann, Joe and Diane Weckman, Russ Schneewind, Michelle Meuwissen, Heather Feltmann, Joe Butler, Wendell and Joan Stuewe, Steve Buckentin and Lorri Gales, Sheldon and Sally Rucks, Aaron and Brittany Prim, and Richard Malz.**

**No Public Comments**



## ***HAMBURG CITY COUNCIL AGENDA JULY 31, 2018***

### **Consent Agenda**

- Approve Payment of Added July Claims (\$30,671.06)
- Approve Time-Off Request (Jeremy)
- Cash Flow Statement for April 2018
- Delinquent Utility Bills Report

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

### **Hamburg Fire Department**

- Approve Firefighter Aaron Prim

**MOTION: Councilman Jason Buckentin moved to approve Aaron Prim as a new Hamburg Fire Department Member. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Member were present.**

### **Triple T Services, LLC (Jake Trebesch)**

- **Storm Water Easement for Parcel 45.0282500 (Railroad Street)**
  - \$1,000 a year rental payment for the Storm Water easement and no monthly Storm Water charge for Parcel #45.0282510 (Triple T Garage building site)
- **Purchase of Parcel 11.0282010**
  - The proposed land sale by Triple T Garage is as follows:
    - 4/10 of the parcel for \$150,000 reduced to \$100,000
    - The Hamburg City Council made a counter offer of \$28,400 for the purchase of the full parcel, which is double the original purchase price of the full parcel which was made in 2016.

Public Comments: Many Hamburg City residents voiced concerns regarding the proposed sale price by Triple T Garage.

**MOTION: Councilman Tim Tracy moved to approve Quin O'Reilly with Melchert Hubert & Sjodin to look into the cost of an appraisal of the property. Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Member were present.**



## ***HAMBURG CITY COUNCIL AGENDA JULY 31, 2018***

### **Lois Droege**

- George Street (Develop Outlot B of Hamburg 3<sup>rd</sup> Addition)
  - Development Agreement
    - In order to avoid a conflict of interest, the City will forgo using Melchert, Hubert & Sjodin and will instead be using Attorney George Hoff with Hoff Berry P.A. for the Developers Agreement, as Lois Droege is working with Melchert, Hubert and Sjodin on her end of the project.
  - Street Improvements/Storm Water Pond (Land Purchase)

It was brought to the attention of the Council that there is Storm Water piping to the South on George Street. Council would like Justin Black with S.E.H. to research the feasibility of using the existing pipe.

### **Old City Business**

- 2018 Street Improvements (Railroad/Scheele)
  - Proposals were sent out today and Justin Black will have proposals at the August 21<sup>st</sup> Council Meeting.
    - Completion Date: October 19, 2018
- 2018 City Building Repairs (CC/Park Roofs/Hall Steps)

**MOTION: Councilman Scott Feltmann moved to approve the \$16,620 bid from Schlueter Construction on the Park Roof. Seconded by Councilman Tim Tracy. Motion was approved with Councilman Jason Buckentin absent.**

**MOTION: Councilman Scott Feltmann moved to approve the \$18,350 bid from Schlueter Construction on the Community Center Roof. Seconded by Councilman Tim Tracy. Motion was approved with Councilman Jason Buckentin absent.**

### **New City Business**

- Cable Franchise Agreements (Mediacom/Jaguar)

**MOTION: Councilman Tim Tracy moved to continue the Public Hearing on August 21, 2018 at 7:00 PM. Seconded by Councilman Scott Feltmann. Motion was approved with Councilman Jason Buckentin absent.**

- Jacob Street Vacant Lot (Parcel 45.0750140)  
(A potential buyer of the parcel had planned on attending the Council Meeting but had not shown up.)



***HAMBURG CITY COUNCIL AGENDA  
JULY 31, 2018***

**City Council Reports**

Councilmember Jason Buckentin - Absent

Councilmember Tim Tracy – What vandalism happened at the park?

City Clerk: A few children were caught debarking a tree with a hammer. The police were called, a report filed, and parents contacted.

Councilmember Scott Feltmann – A resident questioned how we separate the funds that are donated in the RV Sewer Dump.

City Clerk: We do have a separate line item in the budget for those donations.

Concerns were raised regarding rabbit carcasses being dumped along the railroad tracks.

City Clerk: That was addressed a few months back by the County.

Concerns about overgrown grass on a couple of vacant properties.

City Clerk: A nuisance notice will be sent out.

Councilmember Steve Trebesch – Owner of the vacant lot on Brad Street inquired about who she could hire to mow the property. She was directed to Wm. Mueller & Sons.

Mayor Chris Lund – National Night Out - Tuesday August 7<sup>th</sup> 5:30 PM  
- Mayor's In Time Friday August 10<sup>th</sup> from 8-10 AM

**MOTION: Councilman Steve Trebesch moved to adjourn the City Council Meeting at 9:41 PM. Seconded by Councilman Tim Tracy. Motion was approved with Councilman Jason Buckentin absent.**

Submitted By:

Tamara Bracht  
Deputy Clerk

## JULY 2018 DELINQUENCY REPORT

Updated Balances	payments	BALANCE (current + over due)	CURRENT JULY	Total \$ overdue	30 days over	60 days over	90 days over	Account #
					1 Per. Overdue JUNE	2 Per. Overdue MAY	3 Per. Overdue APRIL	
		\$466.43	\$227.61	\$238.82	\$238.82			01-00002490-00-4
		\$204.98	\$107.45	\$97.53	\$97.53			01-00003619-00-2
		\$290.91	\$138.66	\$152.25	\$152.25			01-00005421-00-1
		\$201.83	\$185.33	\$16.50	\$16.50			01-00005490-00-1
		\$88.64	\$80.58	\$8.06	\$8.06			01-00006418-00-4
\$52.77	\$100.00	\$152.77	\$126.03	\$26.74	\$26.74			01-00007618-00-7
		\$579.87	\$171.08	\$408.79	\$195.41	\$213.38		01-00007625-00-7
		\$177.58	\$84.56	\$93.02	\$93.02			01-00008331-00-4
(\$31.08)	\$178.89	\$147.81	\$68.85	\$78.96	\$78.96			01-00008350-00-9
		\$273.27	\$125.00	\$148.27	\$139.53	\$8.74		01-00008420-00-7
		\$109.30	\$99.36	\$9.94	\$9.94			01-00009311-00-7
		\$366.04	\$108.70	\$257.34	\$122.74	\$134.60		01-00009451-00-6
		\$164.44	\$83.51	\$80.93	\$80.93			01-00011710-00-5
		\$204.50	\$84.98	\$119.52	\$117.42	\$2.10		01-00011890-00-6
		\$152.57	\$138.89	\$13.68	\$13.68			01-00014311-00-5
		\$125.58	\$112.83	\$12.75	\$12.75			01-00017610-00-2
		\$244.22	\$149.89	\$94.33	\$94.33			01-00017613-00-5
		\$186.63	\$83.51	\$103.12	\$103.12			01-00017617-00-9
		\$297.58	\$165.39	\$132.19	\$132.19			01-00017621-00-6
\$21.69	\$278.89	\$4,434.95	\$2,342.21	\$2,092.74	\$1,733.92	\$358.82	\$0.00	shut off letter

2019 LGA  
 DEPARTMENT  
 OF REVENUE

HAMBURG	\$78,210.00
HAMMOND	\$37,032.00
HAMPTON	\$116,266.00
HANCOCK	\$277,871.00
HANLEY FALLS	\$85,382.00
HANOVER	\$118,250.00
HANSKA	\$123,547.00
HARDING	\$8,054.00
HARDWICK	\$38,316.00
HARMONY	\$346,400.00
HARRIS	\$184,008.00
HARTLAND	\$63,920.00
HASTINGS	\$710,028.00
HATFIELD	\$1,500.00
HAWLEY	\$625,865.00
HAYFIELD	\$412,381.00
HAYWARD	\$37,721.00
HAZEL RUN	\$11,672.00
HECTOR	\$355,357.00
HEIDELBERG	\$505.00
HENDERSON	\$298,494.00
HENDRICKS	\$253,103.00
HENDRUM	\$71,576.00
HENNING	\$290,908.00
HENRIETTE	\$13,223.00
HERMAN	\$119,744.00
HERMANTOWN	\$0.00
HERON LAKE	\$290,489.00
HEWITT	\$68,525.00
HIBBING	\$8,145,651.00
HILL CITY	\$108,148.00
HILLMAN	\$4,752.00
HILLS	\$192,093.00
HILLTOP	\$149,293.00
HINCKLEY	\$346,368.00
HITTERDAL	\$44,748.00
HOFFMAN	\$188,878.00
HOKAH	\$172,812.00
HOLDINGFORD	\$208,222.00
HOLLAND	\$41,979.00
HOLLANDALE	\$55,495.00
HOLLOWAY	\$4,705.00

600



**Office of Property and Financial Services Director**  
Carver County Government Center  
Administration Building  
East Fourth Street  
Chaska, MN 55318-1202  
Phone: 952-361-1506

8/17/18

Election Update:

The main issue for many people is election security. We are lucky because the State of MN works closely with the Department of Homeland Security to test and certify all of our election equipment and software so we can only purchase off of an approved list. Thus, our new election equipment is still a paper ballot based system which is required by the State of MN. The State has tested our software system's firewall/intrusion detection. Secure access is through a static IP address with the highest level of security (similar to Department of Defense & Department of Homeland Security) including multiple layers of security/authentication and encryption for every step of the process. After the polls close, the encrypted wireless modem transmission of election results from the polling place to our election management software is through a dedicated communication signal that also has the highest security status level. It is not plugged into a phone line and does not use "regular WIFI". On election night, the County's election team verifies the electronically received totals with the paper results tape from each precinct before the totals are uploaded to the State's election website. We are thrilled to report that our county/city/township clerks/staff, election judges and new equipment worked so well for Tuesday's Primary that at 8:52 pm Carver was the **first** county in the State to report results from 100% of our precincts.

The County Board purchased 130 Electronic Poll Books to replace paper rosters. These e-Poll books performed extremely well and our election judges are excited to be using the latest technology.

In accordance with Minnesota election law, for General elections counties randomly pull precincts (3 precincts are pulled in Carver County) to hold a manual recount of the paper ballots which is compared to the results reported by the electronic tabulator. In Carver County, our hand recounts have been 100% accurate.

If you have an election question, the County website has updated information on polling places, absentee ballots, county staff phone numbers, send an email to [elections@co.carver.mn.us](mailto:elections@co.carver.mn.us) or call us at 952-361-1910.

David Frischmon  
Property Tax, Elections and License Centers Manager - Interim  
Property and Financial Services Director  
Carver County

Cc County Board and Administrator





Theresa Sunde  
Senior Manager, Government Relations

Via Certified Mail

July 26, 2018

City of Hamburg  
Jeremy Gruenhagen, City Clerk  
181 Broadway Avenue  
Hamburg MN 55339-9405

Dear Community Official:

The purpose of this letter is to inform you that, on or about September 1, 2018, Mediacom will be implementing the following rate adjustments:<sup>1</sup>

Product:	Old Rate:	New Rate:	Net Change:
Xtream Bronze Package	\$159.98	\$169.98	\$10.00
Xtream Silver Package	\$179.98	\$189.98	\$10.00
Xtream Gold with HBO Package	\$199.98	\$209.98	\$10.00
Xtream Gold with Showtime/Starz Package	\$199.98	\$209.98	\$10.00
Xtream Platinum Package	\$219.98	\$229.98	\$10.00
TV Essentials 60 Triple Play Package	\$139.98	\$149.98	\$10.00
Family 60 Triple Play Package	\$159.98	\$169.98	\$10.00
Family 60 Triple Play with HBO Package	\$179.98	\$189.98	\$10.00
Family 60 Triple Play with Showtime/Starz Package	\$179.98	\$189.98	\$10.00
Family 60 Triple Plus Package	\$199.98	\$209.98	\$10.00
Additional TiVo Receiver	\$5.00	\$6.00	\$1.00
Internet 60 with 150 GB Data Allowance	\$34.99	\$39.99	\$5.00
Internet 60 with 250 GB Data Allowance	\$54.99	\$59.99	\$5.00
Late Payment Charge	\$8.50	\$10.00	\$1.50
Local Broadcast Surcharge	\$11.79	\$12.40	\$0.61

<sup>1</sup> Depending on the terms of their offer, customers in certain promotional packages may not be impacted by the changes to the Xtream, TV Essentials or Family 60 packages until the conclusion of their respective promotional period.

The decision to make price adjustments is always a difficult one. However, our programming expenses, particularly with respect to broadcast television and sports channels, are escalating at a pace well in excess of inflation. Other costs, such as health insurance, employee wages, postage and certain operating expenses continue to increase, necessitating some changes in what we charge our customers.

Mediacom has long believed that the best way to serve our communities is to constantly reinvest in our network. As part of a 3-year, \$1 billion capital investment plan announced in 2016, Mediacom aggressively installed the newest generation of broadband technology throughout its entire internet service territory. As a result, virtually all of the 3 million homes and businesses across our 22 state footprint now have access to 1 Gig broadband speeds.

In addition, Mediacom has broadly launched a low-cost high-speed internet service for low-income customers featuring 10 Mbps download speeds for \$9.95 per month. The service, called Connect2Compete, is offered in partnership with EveryoneOn and is available to families with students participating in the National School Lunch Program. Additional information is available at [www.mediacomc2c.com](http://www.mediacomc2c.com).

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at (507) 837-4878 or [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com).

Sincerely,

A handwritten signature in blue ink that reads "Theresa Sunde". The signature is fluid and cursive, with the first name "Theresa" being larger and more prominent than the last name "Sunde".

Theresa Sunde



August 8, 2018

**VIA FIRST CLASS U.S. MAIL**

City of Hamburg  
Attn: Mr. Gruenhagen  
614 Park Avenue  
Hamburg MN 55339

Re: National Night Out 2018

Dear Mr. Gruenhagen:

The Chamber appreciates being allowed to participate in Hamburg's National Night Out celebration. We are grateful for the help you gave us in planning our involvement.

Our volunteer enjoyed spending the evening meeting the residents, and interacting with the Hamburg Lions.

If acceptable to the City, we would like to be involved again next year. If you have any thoughts or suggestions about what the Chamber can do next year, please feel free to let us know.

Thank you, again.

Sincerely,

Karen Hallquist,  
Executive Director



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

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## Storm Sewer and Pond Costs

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**Justin Black** <jblack@sehinc.com>  
To: cityadmin@cityofhamburgmn.com  
Cc: Tamara Bracht <deputyclerk@cityofhamburgmn.com>

Fri, Jul 27, 2018 at 11:11 AM

Jeremy,

These are the actual quotes that Lois received on the construction of the pond and storm sewer. There are two pages in the pdf.

Muellers is digging the pond. Schneider is installing the pipe (both the storm sewer which empties into the pond, and the outleting pipe from the pond)

Costs are as follows:

Storm Sewer: \$32,433.50  
Pond Construction: \$35,438.50  
Pond Outlet Pipe: \$18,200  
Total: \$86,072

As we discussed on the phone, the meeting minutes that I took were as follows:

- Initial discussion and consideration was related to the city considering covering the cost of just the storm sewer costs: \$32,433.50.
- However the direction at the end of the meeting from Mayor and Council was to at least look at all of the costs associated with stormwater management, pond and piping: \$86,072.
- No final decision was made regarding what costs or if any costs would be covered by the city. But staff to research the budget impact of covering all or a portion of the above mentioned costs.
- Council will make a determination at next meeting regarding what level of costs would be covered and what funding sources could potentially be used to cover those costs.
- There was some discussion about a multi-year payback. That would need to be outlined in a developers agreement if this was even a possibility. City Attorney question.
- There was some questions regarding grant opportunities. The discussion at the meeting was that grants for storm water management improvements that are a result of new construction are not available.
- Can annexation be completed on a parallel track, since Lois owns all the property? City attorney to research.
- Can city attorney prepare developers agreement, what provisions should be in the agreement? City attorney to research.

Justin Black, PE | Project Manager  
SEH | 1390 Highway 15 South, Suite 200 | PO Box 308 | Hutchinson, MN 55350  
320.204.0214 direct | 952.913.0702 cell | 888.908.8166 fax  
[www.sehinc.com](http://www.sehinc.com)  
SEH—Building a Better World for All of Us™

----- Forwarded by Justin Black/seh on 07/27/2018 10:58 AM -----

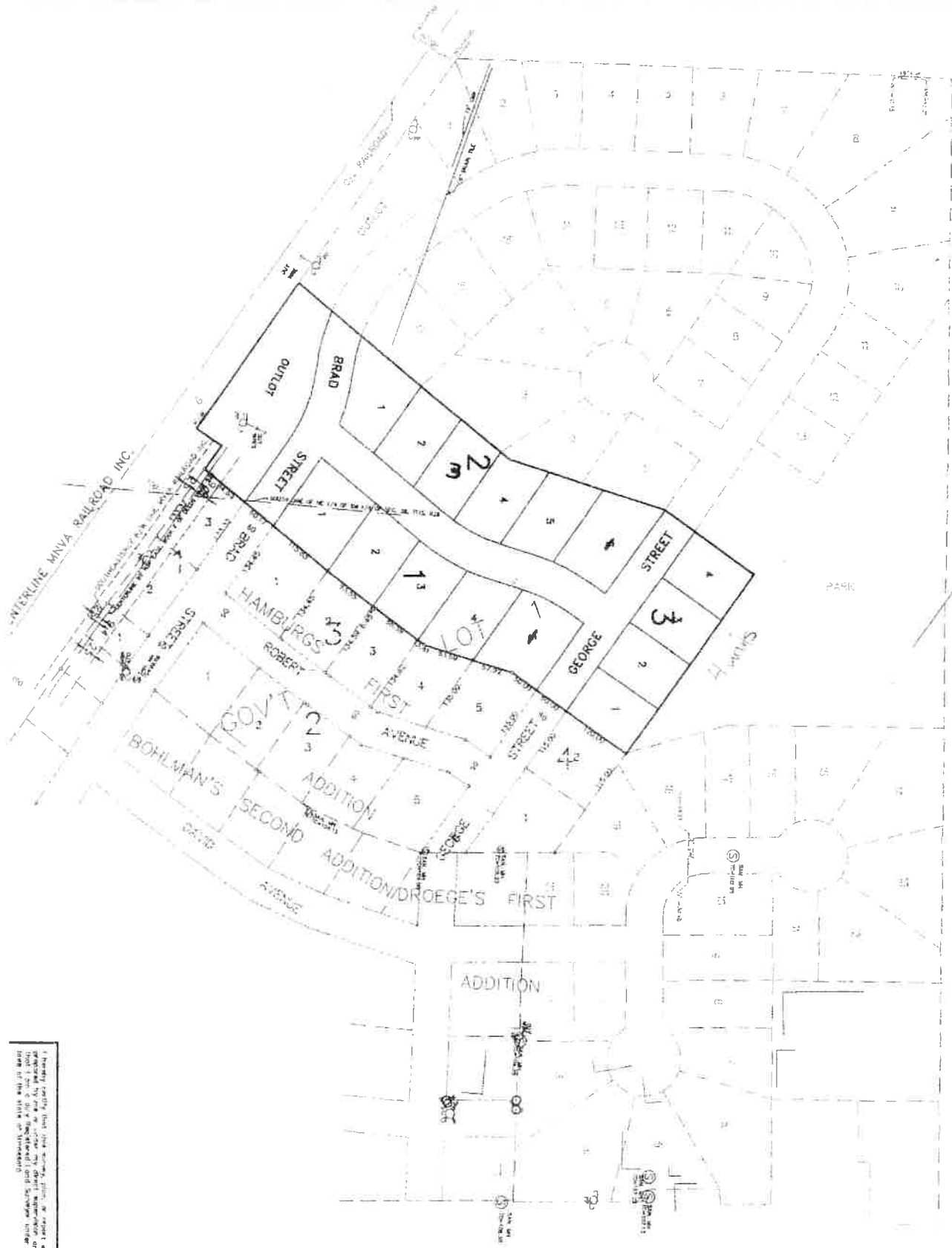
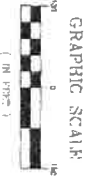
From: RicohHutchinson@sehinc.com  
To: "Justin Black" <jblack@sehinc.com>  
Date: 07/27/2018 10:57 AM  
Subject: Message from "RNP002673B86353"

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**COST SUMMARY - STORM SEWER OPTIONS  
2018 GEORGE STREET IMPROVEMENT PROJECT  
HAMBURG, MINNESOTA  
SEH NO. DROEL 146503  
AUGUST 16, 2018**

Storm Sewer Option 1	\$18,200.00
Storm Sewer Option 2	\$29,000.00
Storm Sewer Option 3	\$145,000.00
Estimated Stormwater Pond Cost	\$35,439.00
Estimated Storm Sewer Cost in Brad Street	\$32,434.00





I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

THE ENGINEER'S SEAL AND SIGNATURE  
**HENRY BRODACK**

2020-2021 STREET IMPROVEMENTS  
 COST ESTIMATES  
 HAMBURG, MINNESOTA  
 8/21/2018

STREET	FROM	TO	RECOMMENDED IMPROVEMENT	STREET DIMENSIONS			PAVEMENT IMPROVEMENTS			CURB IMPROVEMENTS			TOTAL COST			
				LENGTH	PAVEMENT WIDTH (FT)	PAVEMENT AREA (SQ. FT)	UNIT COST (PER SY)	PAVEMENT TOTAL COST	UNIT COST (PER SY)	UPPER RANGE (+10%) PAVEMENT TOTAL COST	UNIT COST (PER LF)	CURB TOTAL COST	UPPER RANGE (+10%) CURB TOTAL COST	BASE	UPPER RANGE	
JACOB	R/R	SCHLEE	MILL AND OVERLAY EXISTING STREET	839	42	3550	\$ 40.00	\$ 142,000.00	\$ 44.00	\$ 156,200.00	\$ 40.00	\$ 33,580.00	\$ 44.00	\$ 36,916.00	\$ 175,580.00	\$ 193,116.00
JACOB	SCHLEE	BROADWAY	MILL AND OVERLAY EXISTING STREET	215	42	910	\$ 40.00	\$ 36,400.00	\$ 44.00	\$ 40,040.00	\$ 40.00	\$ 8,600.00	\$ 44.00	\$ 9,460.00	\$ 45,000.00	\$ 49,500.00
BRAD	PARK	KIM	MILL AND OVERLAY EXISTING STREET	340	36	1380	\$ 40.00	\$ 54,400.00	\$ 44.00	\$ 59,840.00					\$ 54,400.00	\$ 59,840.00
BRAD	KIM	DAVID	MILL AND OVERLAY EXISTING STREET	306	40	1230	\$ 40.00	\$ 49,200.00	\$ 44.00	\$ 54,120.00					\$ 49,200.00	\$ 54,120.00
BRAD	DAVID	ROBERT	MILL AND OVERLAY EXISTING STREET	322	40	1280	\$ 40.00	\$ 51,600.00	\$ 44.00	\$ 56,760.00					\$ 51,600.00	\$ 56,760.00
BRAD	ROBERT	DONALD	MILL AND OVERLAY EXISTING STREET	324	40	1300	\$ 40.00	\$ 52,000.00	\$ 44.00	\$ 57,200.00					\$ 52,000.00	\$ 57,200.00
									\$ 385,600.00	\$ 424,160.00	\$ 42,160.00	\$ 46,376.00	\$ 427,760.00	\$ 470,536.00		

2020  
2021

JACOB STREET  
BRAD STREET

\$ 178,400.00	\$ 42,160.00	\$ 46,376.00	\$ 220,560.00
\$ 207,200.00	\$ -	\$ -	\$ 207,200.00
\$ 385,600.00	\$ 42,160.00	\$ 46,376.00	\$ 427,760.00

\$78,032.00  
\$7,119.00

2018 LGA  
2018 Small Cities Assistance Program

ESTIMATED TOTAL LGA MONIES 2019/2020 \$156,420.00  
 ESTIMATED TOTAL LGA MONIES 2021 \$78,210.00  
 SPECIAL REVENUE FUND (STREETS) \$154,028.00  
**\$386,658.00**





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NEATON & PUKLICH, P.L.L.P.

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PATRICK J. NEATON  
MICHAEL L. PUKLICH

LEGAL ASSISTANTS:  
LORI B. NOLAN  
COURTNEY M. OLSON  
LIZ A. NEATON

July 10, 2018

**VIA EMAIL & U.S. MAIL**

Mr. Quinn O'Reilly  
Melchert Hubert Sjodin, PLLP  
121 Main Street West, Suite 200  
Waconia, MN 55387

RE: City of Hamburg/Triple T Services, LLC (Jake B. Trebesch)

Dear Mr. O'Reilly:

Following up on our previous telephone conversations regarding the fact that the City of Hamburg has storm sewer lines on property that is now owned by Jake B. Trebesch's Triple T Services, LLC, please be advised that my client has now determined that there are actually more than one storm sewer line in each of the two manholes that are located on the property that was purchased by the Trebesch family from the Regional Railroad last year. In view of the numerous storm sewer lines—as well as the location of those lines on the southwestern portion of the property that the Trebesch family purchased from the Regional Rail Authority—my client is proposing to sell the entire area of that property that is located southwesterly of the northern manhole to the City (for your convenience, I am attaching a copy of the Carver County GIS that apparently the City has provided, with a green line designating the approximate location of the northeasterly line of the parcel that Triple T Services, LLC proposes to sell to the City of Hamburg). According to the information provided by the City, my client would be selling approximately 0.4/10ths of an acre to the City. My client proposes to sell that parcel to the City for a one-time payment of \$150,000.

With respect to the existing sewer line on the remaining portions of my client's property, it proposes to enter into a perpetual easement with the City of Hamburg (which will run with the land), whereby the City pays an annual rental fee of \$1,000 per year to my client, and forgives all storm sewer usage charges to any of the properties in the City of Hamburg that are owned by my client or the Trebesch family.

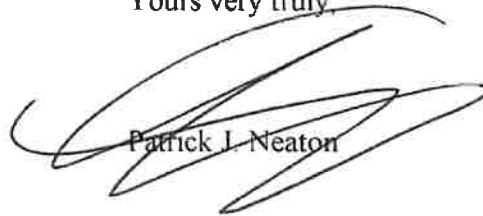
Parceling off the approximate 0.4/10ths of an acre to be sold to the City of Hamburg will, of course, require a survey, the cost of which should be borne by the City. In addition, Mr. Trebesch is requesting that the City reimburse Triple T Services, LLC for my fees and expenses, which are currently approximately \$1,500.00.

Mr. Quinn O'Reilly  
July 10, 2018  
Page -2-

I understand that this matter has been pending for some time, and my client is now intent upon bringing it to a head. Accordingly, if we cannot reach a satisfactory resolution of this matter with the City of Hamburg by August 15, 2018, we will have no choice but to commence a lawsuit against the City of Hamburg for inverse condemnation, pursuant to which we will seek reimbursement of attorney's fees and other litigation costs, as well as my client's "just compensation" for the uncompensated taking.

If you have any questions regarding the foregoing, please advise.

Yours very truly,



Patrick J. Neaton

PJN:ln  
Encl.

cc: Jake B. Trebesch

Trebesch site



**Quinn P. O'Reilly, Esq.**

Direct Dial:  
(952) 442-7718

Email Address:  
qoreilly@mhsllaw.com



MELCHERT • HUBERT • SJODIN  
*A Professional Limited Liability Partnership*  
ATTORNEYS AT LAW

121 West Main Street, Suite 200  
Waconia, Minnesota 55387  
Telephone: (952) 442-7700

*BRANCH OFFICES*  
Chaska, Minnesota  
Hutchinson, Minnesota

www.mhsllaw.com

July 12, 2018

**VIA EMAIL & U.S. MAIL**

Mr. Patrick J. Neaton  
Neaton & Puklick, P.L.L.P.  
7975 Stone Creek Drive, Suite 120  
Chanhassen, MN 55317

RE: City of Hamburg/Triple T Services, LLC (Jake B. Trebesch)

Dear Mr. Neaton,

The City Council of the City of Hamburg ("City") considered the offer dated July 10, 2018, from Triple T Services, LLC ("Triple T"), at the City Council meeting on July 10, 2018. The City Council voted to reject Triple T's offer.

While the City rejected the offer, it must be noted that the City cannot agree to forgive certain storm sewer usage charges for any properties owned by other Trebesch family members. Specifically, the City cannot waive storm sewer usage charges for any property owned by Councilmember Steve Trebesch. Including such a provision in an agreement with Triple T would violate Minnesota Statutes, section 471.87, because Councilmember Trebesch would have a personal financial interest in the agreement.

As a counteroffer, the City offers Triple T \$28,240 as a one-time payment to purchase the entirety of the parcel at issue (PID: 110282010). The City requests a response to this offer by July 27, 2018, to enable the City Council to discuss Triple T's response at its next meeting on July 31, 2018.

Sincerely,

A handwritten signature in cursive script that reads "Quinn P. O'Reilly".

Quinn P. O'Reilly

cc: Jeremy Gruenhagen, City of Hamburg

[https://mhsllaw.sharepoint.com/sites/8001/42738/draftdocs/counteroffer 7.12.docx](https://mhsllaw.sharepoint.com/sites/8001/42738/draftdocs/counteroffer%207.12.docx)

DEED NO. 71839

THE GRANTOR, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, for the consideration of SIX HUNDRED and No/100 ----- DOLLARS

(\$ 600.00 ), conveys and quitclaims to VILLAGE OF HAMBURG

Carver County, Minnesota.

GRANTEE, all interest in the following described real estate situated in the Village of Hamburg, County of Carver, and the State of Minnesota

to wit:

That part of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28), Township One Hundred Fifteen (115) North, Range Twenty-six (26) West of the Fifth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the Southeasterly line of Railroad Street with the Northeasterly line of Sofia Street; thence Southwesterly along the Southeasterly line of said Railroad Street, a distance of Five Hundred (500) feet to the point of beginning of land herein to be described; thence Southeasterly along a line at right angles to the last described course, a distance of Fifty (50) feet to a point Fifty (50) feet Northwesterly of, as measured at right angles from the center line of the main track of the former Minneapolis & St. Louis Railway Company, now the Chicago and North Western Railway Company; thence Southwesterly along a line parallel with the center line of said main track to the South line of said Section; thence West along the South line of said Section to the Southeasterly line of said Railroad Street; thence Northeasterly along the Southeasterly line of said Street, a distance of Three Hundred Sixty-five (365) feet, more or less, to the point of beginning.

Excepting and reserving, however, unto the Grantor, its successors and assigns forever, the ownership of all the coal, oil, gas, casinghead gas, and all minerals of every kind and nature, in, on or under the surface of the land hereinabove described, together with the full right and license, at any and all times, to remove same without interference to the surface of the land or the buildings thereon.

DATED this 3rd day of March 19 65

Signed, Sealed and Delivered in Presence of:

[Handwritten signatures: J. J. Lusi, J. C. Wilson]

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

By C. J. Fitzpatrick President

Attest T. A. Ross Secretary

Approved: L. J. Postmus, Asst. Chief Title Officer

Cancelled March 15, 1965

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

I, A. S. Fleck, a Notary Public duly commissioned and qualified in and for the County and State aforesaid, DO HEREBY CERTIFY that C. J. Fitzpatrick and T. A. Ross, to me personally known and known to me to be, respectively, President and Secretary of CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Secretary of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors, as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd of March, 1965.

Notary Public, in and for the County of Cook,  
in the State of Illinois.

A. S. Fleck

My Commission Expires: August 23, 1966

(107775)

11 GV  
11 GV  
11

No. 107775

QUIT-CLAIM DEED

CHICAGO AND NORTH WESTERN  
RAILWAY COMPANY

TO

State of Illinois ) ss.  
County of Cook )

This instrument was filed for record in the Register of Deeds Office, in and for said County, on the 3rd day of April, A.D. 1965, at 11 o'clock A.M.

and recorded 85 of Book, page 123, 124 thereof.  
Will be returned  
Register of Deeds  
Chicago, Illinois



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

August 14, 2018

RE: City of Hamburg, Minnesota  
2018 Street Improvements  
SEH No. HAMBU 146921

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

Dear Mayor and Council Members:

At 2:00 p.m., Tuesday, August 14, 2018, two quotes were received for the above-referenced project. The Engineer's Estimate was \$64,765.00. The results were as follows:

<u>Contractor</u>	<u>Total Quote</u>
Wm. Mueller & Sons, Inc. Hamburg, MN	\$47,160.90
OMG Midwest, Inc. (dba Chard) Belle Plaine, MN	\$81,886.64

We find no reason to deny awarding the contract to Wm. Mueller & Sons, Inc. Wm. Mueller & Sons, Inc. has done satisfactory work with SEH previously. If the council agrees, it is recommended that you make the award to this contractor.

Sincerely,

A handwritten signature in black ink that reads 'Justin Black'.

Justin Black, PE  
Project Manager

jb

H:\F\H\Hambur146921\5-final-dsgn\52-specs-proj-man\RecAwdLtr.docx

Engineers | Architects | Planners | Scientists

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

**QUOTE FORM**  
**2018 STREET IMPROVEMENT PROJECT**  
**HAMBURG, MINNESOTA**  
**SEH NO. HAMBU 146921**  
**JULY 31, 2018**

**BIDDER ACKNOWLEDGEMENTS**

1. Bid will remain subject to acceptance for 60 days after the quote due date.
2. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. The Work shall be completed on or before October 19, 2018.
4. Upon starting Work on the Project, Contractor shall have 2 weeks to complete all Work items and clean-up.
5. Contract times and liquidated damages shall be as Indicated in Contract For Local Improvement, which will be executed upon award of the Project.

Item No.	Description	Unit	Qty.	Unit Price	Total Price
2021.501	MOBILIZATION	L.S.	1.0	10,495.91	10,495.91
2104.501	REMOVE CONCRETE CURB AND GUTTER	L.F.	50.0	7.28	364.00
2104.513	SAWING BITUMINOUS PAVEMENT	L.F.	46.0	4.37	201.02
2118.501	AGGREGATE SURFACING, CLASS 5 (100% CRUSHED)	TON	10.0	34.84	348.40
2331.604	BITUMINOUS SURFACE RECLAMATION (FULL DEPTH) (P)	S.Y.	2,000.0	10.08	20,160.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT (CSS-H1)	GAL.	110.0	3.89	427.90
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA240B)	TON	180.0	109.22	19,659.60
2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (SPNWB230B)	TON	180.0	92.06	16,570.80
2504.602	ADJUST CURB STOP	EACH	1.0	727.54	727.54
2506.516	CASTING ASSEMBLY, FORD TYPE A1H	EACH	1.0	598.08	598.08
2506.602	ADJUST CASTING	EACH	3.0	662.53	1,987.59
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	L.F.	50.0	38.14	1,907.00
2531.507	7" CONCRETE ALLEY PAVEMENT W/12" AGGREGATE BASE	S.Y.	45.0	123.84	5,572.80
2563.601	TRAFFIC CONTROL	L.S.	1.0	1,224.00	1,224.00
2575.604	TURF RESTORATION W/4" TOPSOIL (RESIDENTIAL)	S.Y.	20.0	82.10	1,642.00
<b>TOTAL QUOTE</b>					<u>81,886.64</u>

**NOTES:**

1. Contractor shall work directly with homeowners to maintain access or notify them 24 hours in advance of any limitations for vehicle access in the construction area.
2. Stormwater Pollution Prevention including implementation of Best Management Practices (BMPs) such as sweeping, dust control, and stormwater management within the Project area shall be the Contractor's responsibility and Implemented as needed. No additional payment will be made for implementation of BMP's.

Date for Starting Work: October 1st 2018

**SUBMITTED BY:**

Omni Midwest Inc, dba Chard (SEAL)

Corporation Name

Delaware

State of Incorporation

By (Authorized Signature)

Kent Dahl

Name (typed or printed)

Vice President

Title

26239 State Hwy 25 Belle Plaine, MN 56011

Business Address

952-873-6152

Phone

dan.chard@chardmn.com

E-mail

8/14/2018

Date Submitted



QUOTE FORM  
 2018 STREET IMPROVEMENT PROJECT  
 HAMBURG, MINNESOTA  
 SEH NO. HAMBU 146921  
 JULY 31, 2018

**BIDDER ACKNOWLEDGEMENTS**

1. Bid will remain subject to acceptance for 60 days after the quote due date.
2. Bidder has visited the Site and became familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. The Work shall be completed on or before October 19, 2018.
4. Upon starting Work on the Project, Contractor shall have 2 weeks to complete all Work items and clean-up.
5. Contract times and liquidated damages shall be as indicated in Contract For Local Improvement, which will be executed upon award of the Project.

Item No.	Description	Unit	Qty.	Unit Price	Total Price
2021.501	MOBILIZATION	L.S.	1.0	1,500 <sup>00</sup>	1,500 <sup>00</sup>
2104.501	REMOVE CONCRETE CURB AND GUTTER	L.F.	50.0	8 <sup>00</sup>	400 <sup>00</sup>
2104.513	SAWING BITUMINOUS PAVEMENT	L.F.	46.0	3 <sup>65</sup>	167 <sup>90</sup>
2118.501	AGGREGATE SURFACING, CLASS 5 (100% CRUSHED)	TON	10.0	29 <sup>00</sup>	290 <sup>00</sup>
2331.604	BITUMINOUS SURFACE RECLAMATION (FULL DEPTH) (P)	S.Y.	2,000.0	3 <sup>90</sup>	7,800 <sup>00</sup>
2357.502	BITUMINOUS MATERIAL FOR TACK COAT (CSS-H1)	GAL.	110.0	5 <sup>00</sup>	550 <sup>00</sup>
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA240B)	TON	180.0	82 <sup>10</sup>	14,778 <sup>00</sup>
2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (SPNWB230B)	TON	180.0	79 <sup>00</sup>	14,220 <sup>00</sup>
2504.602	ADJUST CURB STOP	EACH	1.0	150 <sup>00</sup>	150 <sup>00</sup>
2506.516	CASTING ASSEMBLY, FORD TYPE A1H	EACH	1.0	150 <sup>00</sup>	150 <sup>00</sup>
2506.602	ADJUST CASTING	EACH	3.0	265 <sup>00</sup>	795 <sup>00</sup>
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	L.F.	50.0	41 <sup>00</sup>	2,050 <sup>00</sup>
2531.507	7" CONCRETE ALLEY PAVEMENT W/12" AGGREGATE BASE	S.Y.	45.0	78 <sup>00</sup>	3,510 <sup>00</sup>
2563.601	TRAFFIC CONTROL	L.S.	1.0	500 <sup>00</sup>	500 <sup>00</sup>
2575.604	TURF RESTORATION W/4" TOPSOIL (RESIDENTIAL)	S.Y.	20.0	15 <sup>00</sup>	300 <sup>00</sup>
<b>TOTAL QUOTE</b>					<b>47,160<sup>90</sup></b>

**NOTES:**

1. Contractor shall work directly with homeowners to maintain access or notify them 24 hours in advance of any limitations for vehicle access in the construction area.
2. Stormwater Pollution Prevention including Implementation of Best Management Practices (BMPs) such as sweeping, dust control, and stormwater management within the Project area shall be the Contractor's responsibility and Implemented as needed. No additional payment will be made for implementation of BMP's.

Date for Starting Work: TBD

**SUBMITTED BY:**

Wm Mueller Sons Inc (SEAL)  
 Corporation Name

mn  
 State of Incorporation

Timothy Mueller  
 By (Authorized Signature)

Timothy Mueller  
 Name (typed or printed)

DEC / Treas  
 Title

801 Park Ave PO Box 247 Hamburg mn 55339  
 Business Address

952 467 2720  
 Phone

coryh@wmmueller.com  
 E-mail

8-14-18  
 Date Submitted



## TABULATION OF BIDS

**2018 Street Improvements**  
 Hamburg, Minnesota  
 SEH No.: HAMBUR 146921  
 Bid Date: 2:00 p.m., Tuesday, August 14, 2018

Item No.	Item	Unit	Est. Quantity	Engineer's Estimate			Wm. Mueller & Sons, Inc.			OMG Midwest, Inc. (dba Chard)		
				Unit Price	Total Price	Estimate	Unit Price	Total Price	Estimate	Unit Price	Total Price	
2021.501	MOBILIZATION	L.S.	1.0	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00	\$10,495.91	\$10,495.91			
2104.501	REMOVE CONCRETE CURB AND GUTTER	L.F.	50.0	\$15.00	\$750.00	\$8.00	\$400.00	\$7.28	\$364.00			
2104.513	SAWING BITUMINOUS PAVEMENT	L.F.	46.0	\$5.00	\$230.00	\$3.65	\$167.90	\$4.37	\$201.02			
2118.501	AGGREGATE SURFACING, CLASS 5 (100% CRUSHED)	TON	10.0	\$40.00	\$400.00	\$29.00	\$290.00	\$34.84	\$348.40			
2331.604	BITUMINOUS SURFACE RECLAMATION (FULL DEPTH) (P)	S.Y.	2,000.0	\$8.00	\$16,000.00	\$3.90	\$7,800.00	\$10.08	\$20,160.00			
2357.502	BITUMINOUS MATERIAL FOR TACK COAT (CSS-H1)	GAL.	110.0	\$6.00	\$660.00	\$5.00	\$550.00	\$3.89	\$427.90			
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA240B)	TON	180.0	\$92.00	\$16,560.00	\$82.10	\$14,778.00	\$109.22	\$19,659.60			
2360.502	TYPE SP 12.5 NON-WEARING COURSE MIX (SPNWB230B)	TON	180.0	\$88.00	\$15,840.00	\$79.00	\$14,220.00	\$92.06	\$16,570.80			
2504.602	ADJUST CURB STOP	EACH	1.0	\$300.00	\$300.00	\$150.00	\$150.00	\$727.54	\$727.54			
2506.516	CASTING ASSEMBLY, FORD TYPE A1H	EACH	1.0	\$250.00	\$250.00	\$150.00	\$150.00	\$598.08	\$598.08			
2506.602	ADJUST CASTING	EACH	3.0	\$300.00	\$900.00	\$265.00	\$795.00	\$662.53	\$1,987.59			
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	L.F.	50.0	\$40.00	\$2,000.00	\$41.00	\$2,050.00	\$38.14	\$1,907.00			
2531.507	7" CONCRETE ALLEY PAVEMENT W/12" AGGREGATE BASE	S.Y.	45.0	\$75.00	\$3,375.00	\$78.00	\$3,510.00	\$123.84	\$5,572.80			
2563.601	TRAFFIC CONTROL	L.S.	1.0	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,224.00	\$1,224.00			
2575.604	TURF RESTORATION W/4" TOPSOIL (RESIDENTIAL)	S.Y.	20.0	\$25.00	\$500.00	\$15.00	\$300.00	\$82.10	\$1,642.00			
<b>TOTAL QUOTE</b>					<b>\$64,765.00</b>		<b>\$47,160.90</b>		<b>\$81,886.64</b>			

**CITY OF HAMBURG**  
**City Clerk/Treasurer – PO Box 248**  
**181 Broadway Ave., Hamburg, MN 55339**

*City Office: (952) 467-3232 Fax: (952) 467-3119 TDD: 711 Email: [CityAdmin@CityofHamburgmn.com](mailto:CityAdmin@CityofHamburgmn.com)  
City Website: [CityofHamburgmn.com](http://CityofHamburgmn.com)*

**City Office/Community Center Roof**

- \*Take old tin off and replace with new tin that has drip stop felt on it
- \*Put new valley tins in
- \*New roof Jack's
- \*New ridge cap with continuous venting
- \*Foam closure for the eaves and valleys
- \*Use existing corners and even trim
- \*Tin color to be white
  
- \*All tin to be screwed to the purling's.
- \* Estimate to include material and labor and removal of all materials

**Park Lions Shelter Roof**

- \*Take old tin off and plywood and dormers (NOT SURE THWAT THIS SCOPE OF WORK MEANS)
- \*Replace with new tin that has drips top felt on it
- \*New ridge cap with continuous venting
- \*New eve molding trim
- \*Tin color to be white
- \*Trim color to be brown
- \*Option for 2 Cupola on the roof
  
- \*All tin to be screwed to the purling's.
- \* Estimate to include material and labor and removal of all materials

- Supply coating specs, galvanized must be G-90 zinc coated. (MBC Table 1507.4.3 (1))
- Galvanized coating must meet ASTM A653 (MBC Table 1507.4.3 (1))
- If painted there are many different requirements, supply specs for material being used and we will review prior to install.
- We recommend a minimum 26-gauge steel but code does not restrict as long as it resists all loads applied to it.
- The DripStop felt is designed to hold moisture. Our concern is that it may deteriorate wood members it is in contact with. We have no experience with the product, as opposed to just adding felt underlayment.

**Community Hall Front & Back Steps**

- \*Take down existing landing, railings, and stairs & build to same size.
  - \* Build steps to Trex/Azek Specs (ex: 16" OC for landings/12" OC for stair jacks)
- \*Install New green treated 2x8 frame and 2x12 stair jacks.
- \*Install Butyl tape over joists and stringers to extend life of materials.
- \*Install New Trex or Azek decking with hidden fastener system.
- \*Install New Trex or Azek 1x8 and 1x12 fascia to cover frame
- \*Install Metal/Aluminum Rail System or New Trex or Azek guard rail, post caps, post skirts, aluminum balusters.
- \*Install Aluminum graspable handrail to meet code.



\*Estimate to include material and labor and removal of all materials

- Once the stairs are removed, new systems must be in full compliance with the code. That includes frost protected footings, rise/run, and potentially handicap accessibility.
- A full set of plans will need to be submitted for review of these changes.



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

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**City Office/Community Center Roof**

- \*Take old tin off & replace with new 29-gauge Steel (Minimum) to closely match existing roof
    - Optional: Drip Stop (Drip-Shield) felt on Steel (Please note on Estimate)
    - Please note: Building Inspector recommends 26-gauge Steel
  - \*Put new valley tins in
  - \*New roof jack's
  - \*New ridge cap with continuous venting
  - \*Foam closure for the eaves and valleys
  - \*Use existing corners and even trim
  - \*Tin color to be White, Trim color to be Brown
  - \*Replace Gutters with New Seamless Gutters
  - \*Snow Guards to Protect Gutters
  - \*All tin to be screwed to the purling's.
- \*Estimate to include material and labor and removal of all materials (City will obtain Permit)
- \*Please note all items on estimate per specs above and provide warranty information.
- \*MN State Building Code applies and roof must be built to meet code.

**Park Lions Shelter Roof**

- \*Remove old tin, plywood (fiberboard) and dormers (vents)
  - \*Replace with new 29-gauge Steel (Minimum) to closely match existing roof
    - Optional: Drip Stop (Drip-Shield) felt on Steel
    - Please note: Building Inspector recommends 26-gauge Steel
  - \*New ridge cap with continuous venting
  - \*New eve molding trim
  - \*Tin color to be white, Trim color to be brown
  - \*All tin to be screwed to the purling's.
- \*Optional: 2 Cupola on the roof
- \*Estimate to include material and labor and removal of all materials (City will obtain Permit)
- \*Please note all items on estimate or state on Estimate/Bid: "Estimate meets All City Specs" listed above. Please provide warranty information. MN State Building Code applies.



**CITY OF HAMBURG**  
**City Clerk/Treasurer – PO Box 248**  
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Website: [CityofHamburgmn.com](http://CityofHamburgmn.com)*

**Community Hall Front & Back Steps**

- \*Take down existing landing, railings, and stairs & build to same size. Add footings to code.
  - \* Build steps to Trex/Azek Specs (ex: 16" OC for landings/12" OC for stair jacks)
- \*Install New green treated 2x8 frame and 2x12 stair jacks.
- \*Install Butyl tape over joists and stringers to extend life of materials.
- \*Install New Trex or Azek decking with hidden fastener system.
- \*Install New Trex or Azek 1x8 and 1x12 fascia to cover frame
- \*Install Metal/Aluminum Rail System or New Trex or Azek guard rail, post caps, post skirts, aluminum balusters.
- \*Install Aluminum graspable handrail to meet code.
- \*Estimate to include material and labor and removal of all materials



# PROPOSAL

**To:** City of Hamburg  
 181 Broadway Avenue  
 Hamburg, MN 55339

**Date:** 12/22/16  
**Project:** Hamburg City Hall/ Fire Hall Roof  
**Attention:** Jeremy Gruenhagen  
**Submitted By:** Pat Vos

Dear Mr. Gruenhagen,

We propose the following labor and materials to complete the scope of work listed below pertaining to re-roofing the city hall roofs. Scope of work includes:

- Permit, roll off dumpster and temporary restroom is included.
- Remove and dispose of approximately 4,000SF of existing roof sheets, rake trims and ridge cap
- Install new 29ga steel sheeting roof panels over existing wood framing. Sheet to be fastened with washered screws. Standard colors to be selected by owner.
- New 29ga valley metal, rake trims and ridge cap are included. Standard colors to be selected by owner.
- Existing eave trims, gutters and downspouts are proposed to remain.

**Total = \$24,250**

**Notes/Exclusions:**

- It is our assumption that existing insulations and roof purlins are in good condition. Any compromised materials that are discovered will be brought to the owner's attention immediately and a solution will be agreed upon prior to replacement. Any of this additional work is anticipated to be completed on a T&M basis.
- Winter conditions are not included
- During the tear off operations, the roof will be exposed to exterior conditions. Although we will do the best we can to prevent infiltration, dust and debris may at times enter the building. It is the owner's responsibility to protect any valuable items.
- Mechanical and electrical work is excluded
- Builders risk insurance is excluded.

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

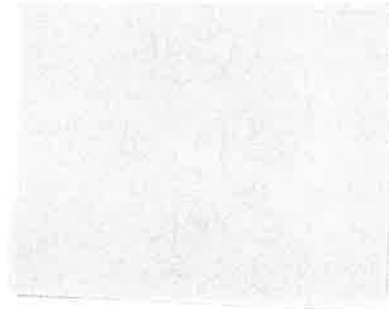




Darren Schlueter Construction  
1093 Primrose Ln  
Shakopee, MN 55379-3446  
(952)496-1356  
jschlueter2@comcast.net

# Estimate

ADDRESS  
City of Hamburg Community  
Hall  
Hamburg, MN



ESTIMATE #	DATE
1203	07/20/2018

ACTIVITY	AMOUNT
<b>Labor and Material</b> to tear off old tin. Replace with tin yr choice of color. Replace facia cover on eaves and gables so it matches new trim. Replace rain gutters with new seamless gutters. Put on snow guard to help protect rain gutters from sliding snow. ***Price is good for 30 days***	18,350.00
<b>TOTAL</b>	<b>\$18,350.00</b>

Accepted By

Accepted Date

**K&K SERVICES**  
 36287 180th St  
 GREEN ISLE, MN 55338  
 952-412-8156

Date: 7/8/2018  
 Customer: City of Hamburg

**Estimate for park roof**

	<b>Total</b>	
Labor to take off old roof tin, built rite, and dormers and replace tin	\$ 14,500.00	
Materials	\$ 10,500.00	
<b>Total Estimate</b>	<b>\$ 25,000.00</b>	
<b>** Option for Cupola's: 2 Cupola's material \$1800.00, Labor \$1200.00: total \$3000.00</b>		
Circle option choice:    YES    NO		
We will be using a forklift for the work. Due to the weather this year and the ground being so soft we cannot be responsible for any damage to the yard, however we will do the best we can to not tear up the ground to much.		
* Dumpster for disposal of the demo'd material and permits are responsibility of the city.		

Payment method is half down prior to start date, balance due upon completion.

**Please indicate if you would like to add the cupula option**

Anything unforeseen will be considered an extra and all extras are over and above the quoted work. Bids are only good for 30 days unless it has been signed or other arrangements have been made. Everything will be completed in a professional and timely way.

Approval to start project as outlined above. Changes to the above outline are subject to additional charges.

K&K SERVICES

CUSTOMER

Date

Darren Schlueter Construction  
1093 Primrose Ln  
Shakopee, MN 55379-3446  
(952)496-1356  
jschlueter2@comcast.net

## Estimate

**ADDRESS**

City of Hamburg Park Roof  
Hamburg, MN

ESTIMATE #	DATE
1204	07/20/2018

ACTIVITY	AMOUNT
<b>Labor and Material</b> to tear off old tin and dormers. Replace with tin yr choice of color. Replace fascia cover on eaves and gables so it matches new trim. May have to replace some roof purlins. Won't know until tin is off. Will do time and materials for that. Includes permit and removal of all garbage. ***Estimate is good for 30 days***	16,620.00

**TOTAL** **\$16,620.00**

Accepted By

Accepted Date

## PROPOSAL

To: City of Hamburg  
181 Broadway Avenue  
Hamburg, MN 55339

Date: 6/29/18 *Park Roof*  
Project: Hamburg City Hall/ Fire Hall Roof  
Attention: Jeremy Gruenhagen  
Submitted By: Michael Donnay

Dear Mr. Gruenhagen,

We propose the following labor and materials to complete the scope of work listed below pertaining to re-roofing the park shelter. Scope of work includes:

- Permit, roll off dumpster and temporary restroom is included.
- Remove and dispose of approximately 5,000 SF of existing roof sheets, dormers, trims and ridge cap
- Install new 29ga steel sheeting roof panels over existing wood framing. Sheet to be fastened with washer sealing screws. Standard colors to be selected by owner.
- New 29ga valley metal, eve, rake trims and ridge cap are included. Standard colors to be selected by owner.

**Total = \$29,200**

**Thank you for the opportunity to bid this work!**

**Notes/Exclusions:**

- It is our assumption that existing insulations and roof purlins are in good condition. Any compromised materials that are discovered will be brought to the owner's attention immediately and a solution will be agreed upon prior to replacement. Any of this additional work is anticipated to be completed on a T&M basis.
- Winter conditions are not included
- Mechanical and electrical work is excluded
- Builders risk insurance is excluded.

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

## **2019 PROSECUTION CONTRACT**

**THIS JOINT POWERS AGREEMENT** is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Hamburg, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Hamburg and also to provide for prosecution of municipal traffic and parking ordinance violations.

**WHEREAS**, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

**WHEREAS**, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

**WHEREAS**, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Hamburg, through its Council, that:

### **1. Enabling Authority.**

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Hamburg to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

### **2. Purpose**

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Hamburg and also to provide for prosecution of municipal traffic and parking ordinance violations.

**3. Services.**

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

**4. Term.**

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2019, and extending through December 31, 2019.

**5. Payment for Services.**

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$148.24 is to be paid by the City of Hamburg to the Carver County Attorney's Office in four equal installments by April 15, 2019, July 15, 2019, October 15, 2019 and January 15, 2020.

**6. Ordinances.**

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

**7. Data.**

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

**8. Audit.**

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit,

excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

#### **9. Indemnification.**

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

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

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

#### **10. Nonwaiver, Severability and Applicable Laws.**

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

**11. Termination.**

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2019.

**12. Merger and Modification.**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

**Space Intentionally Left Blank**



**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

**CITY OF HAMBURG**

**IN PRESENCE OF:**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY ATTORNEY**

\_\_\_\_\_  
Mark Metz  
Carver County Attorney

Date: \_\_\_\_\_

**IN PRESENCE OF:**

**COUNTY OF CARVER**

BY: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_



CARVER  
COUNTY

**Office of County Assessor**  
Angela Johnson  
Carver County Government Center  
Administration Building  
600 East Fourth Street  
Chaska, Minnesota 55318-2102  
Phone: (952) 361-1960  
Fax: (952) 361-1959

July 10, 2018

Cities & Townships of Carver County

RE: 2019 Service Agreement

Enclosed please find a copy of the 2019 Service Agreement. The Service Agreement reflects an increase of 3.43% for 2019.

Please have the signed document returned to our office at your earliest convenience. If you have any questions, please contact our office.

Respectfully,

Angela Johnson  
Carver County Assessor  
952 361-1961

## SERVICE AGREEMENT FOR JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Hamburg, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat. § 273.072 and Minn.Stat. § 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2019. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and forty five cents (\$13.45) per residential valuation, fourteen dollars and no cents (\$14.00) per agricultural valuation, and fifteen dollars and no cents (\$15.00) per commercial/industrial valuation (for the assessment of January 2, 2019) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

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

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
City of Hamburg	Angela Johnson
181 Broadway Avenue	Carver County Assessor
Hamburg, MN 55339	600 E 4 <sup>th</sup> Street Chaska MN 55318
Clerk – Jeremy Gruenhagen	ajohnson@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,

or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Hamburg, has caused this Agreement to be executed by its Chairperson/Mayor and its Town Clerk by the authority of its governing body by a duly adopted resolution on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY/TOWNSHIP OF HAMBURG

COUNTY OF CARVER

By: \_\_\_\_\_  
Chairperson/Mayor

By: \_\_\_\_\_  
Gayle Degler, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Clerk – Jeremy Gruenhagen

Attest: \_\_\_\_\_  
Dave Hemze/County Admin.

And: \_\_\_\_\_  
Angela Johnson  
County Assessor

Approved as to form:

\_\_\_\_\_  
City Attorney/ Date

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney/Date

DEAR CITY OF HAMBURG

IM SORRY ABOUT  
DESTROYING THE TREE  
I DIDNT KNOW IT WOULD  
DIE WITH OUT THE  
BARK WOULD GROW  
BACK

g age HOWE





Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

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**Parcel 45.0500190**

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**Dean Johnson** <rscmn@spacestar.net>  
To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Tue, Aug 14, 2018 at 9:57 AM

Hi Jeremy – we're in Ely into September and I have essentially retired (pending the completion of the comp plans). You should really get Haila involved (or anyone else available). Having said that, I looked at the property and ordinance:

1. A personal-use-only accessory building would not be permitted. He would have to have a 'principal' use to have another private garage.
2. The B District does allow 'Retail, office or business service uses that are conducted within an enclosed building.' Office or business use is pretty broad and perhaps he could meet that. I would guess any legitimate demonstration for an office or business use would require public utilities.

I would suggest having him come to the Council and commit publicly to a use that is allowed (#2). If it turns out he's not really conducting a business, it's on the Council's shoulders and not yours. If he only wants or can commit to #1, it would not be allowed without an ordinance amendment (which would open a can of worms to allow accessory uses without a principal use). Hope you're having a good summer!

Dean

.....  
Dean Johnson

Resource Strategies Corporation (RSC)

1611 Hill Ridge Terrace

Minnetonka, MN 55305

952-513-9548

**From:** Jeremy Gruenhagen [mailto:cityadmin@cityofhamburgmn.com]  
**Sent:** Monday, August 13, 2018 3:17 PM  
**To:** Dean Johnson  
**Subject:** Parcel 45.0500190

[Quoted text hidden]