



## ***HAMBURG CITY COUNCIL AGENDA SEPTEMBER 27, 2016***

1. **Call City Council Meeting to Order at 7:00**
  - **Pledge of Allegiance**
  
2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
  
3. **Agenda Review (Added Items) and Adoption**
  
4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Delinquent Utility Bills Report**
  - **Approve 2017 Prosecution Contract w/Carver County**
  - **August 2016 Water/Wastewater Report**
  - **Approve Time-off Request (Jeremy Gruenhagen)**
  - **MNSPECT Minute**
  
5. **David Watts – US Solar Corporation**
  - **Community Solar Garden**
    - **Cost Savings**
  
6. **Justin Black (S.E.H.)**
  - **Timberline WoodProducts**
    - **Future Land Use (Industrial Area)**
    - **Water/Sewer Expansion Estimates**
  - **2015 Street Improvement Project**
    - **Change Order 4 (Drainage on Jacob Street)**
    - **Additional Engineering Fees**
  - **2017 Street Maintenance Projects**
  
7. **Old City Business (Memo)**
  - **County Road Maintenance Agreement (Carver County)**
  - **Wm. Mueller & Sons Property (Parcel 45.0283000)**
  - **City Shop Foundation Repairs (Start Date)**



***HAMBURG CITY COUNCIL AGENDA  
SEPTEMBER 27, 2016***

**8. City Clerk/Treasurer Report**

- **2017 Proposed Tax Levy and 2017 Budget**
  - **Set Proposed Property Tax Levy/Preliminary Budget for 2017**
  - **Set Public Comment Meeting for Final 2017 Budget**
    - **December 13, 2016 @ 7:00 PM**
  - **Approve Resolution Number 2016-05**
- **GovPayNet**

**9. Approve Payment of September Added 2016 Claims**

**10. City Council Reports**

- **Councilmember Richard Odoms (Water/Sewer)**
- **Councilmember Bob Gregonis (Streets)**
- **Councilmember Chris Lund (Parks)**
- **Councilmember Steve Trebesch (Buildings)**
- **Mayor Richard Malz**

**11. Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA  
SEPTEMBER 27, 2016***

**COMMUNITY HALL & PARK ACTIVITIES**

- SEPTEMBER**
- 10 – Wedding Reception**
  - 17 – Wedding Reception**
  - 24 – Wedding Reception**
- OCTOBER**
- 1 – Wedding Reception**
  - 8 – Wedding Reception**
  - 15 – Wedding Reception**
  - 22 – Wedding Reception**
  - 29 – Wedding Reception**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

- SEPTEMBER**
- 5 – Hamburg Lions Club (YA Twp. Room)**
  - 6 – HFD Training**
  - 13 – Hamburg City Council Meeting – 7:00 PM**
  - 13 – Young America Township Meeting**
  - 19 – Hamburg Lions Club**
  - 26 – Hamburg Fire Dept. (Relief Association) Meeting**
- OCTOBER**
- 1 – HFDRA Steak Fry**
  - 3 – HFD Training**
  - 3 – Hamburg Lions Club (YA Twp. Room)**
  - 11 – Young America Township Meeting**
  - 11 – Hamburg City Council Meeting – 7:00 PM**
  - 17 – Hamburg Lions Club**
  - 22 – Community Center Rental**
  - 31 – Hamburg Fire Dept. (Relief Association) Meeting**

## 2017 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, 2017, and extending through December 31, 2017.

### **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 \$421.44 is to be paid by the City of Hamburg to the Carver County Attorney's Office in four equal installments by April 15, 2017, July 15, 2017, October 15, 2017 and January 15, 2018.

### **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, 2017.

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



**City of Hamburg**  
**Water/Wastewater Report**  
**August, 2016**

**DRINKING WATER**

**I. Facilities Data:**

|   |            |                             |                      |                           |
|---|------------|-----------------------------|----------------------|---------------------------|
| <b>Total Finished Water Metered From Filter:</b>    |            |                             |                      |                           |
| Avg. daily -  | 31,792 gal | Max. day -                  | 57,665 gal           | Month Total - 985,553 gal |
| <b>Water Pumped through Filters (from Well #2):</b> |            |                             |                      |                           |
| Avg. daily -  | 31,937 gal | Max. day -                  | 32,086 gal           | Month - 569,561 gal       |
| <b>Water Pumped through Filters (from Well #3):</b> |            |                             |                      |                           |
| Avg. daily -  | 18,386 gal | Max. day -                  | 32,086 gal           | Month - 420,096 gal       |
| <b>Fluoride Test Info:</b>                          |            |                             |                      |                           |
| Avg. daily concentration -                          | 1.0 mg/l   | Required concentration -    | 0.5 -0.9 mg/l        |                           |
| <b>Total Chlorine Test Info:</b>                    |            |                             |                      |                           |
| Avg. daily concentration -                          | 1.3 mg/l   | Recommended concentration - | 1.0 -2.0 mg/l        |                           |
| <b>Treatment Chemicals Used for the Month:</b>      |            |                             |                      |                           |
| Chlorine -  | 24.75 gal  | Fluoride -                  | 16.0 gal (8.5:1 mix) | Permanganate - 14 gal     |

**II. Water Operations Information:**

- The MN Dept. of Health (MDH) Monthly Fluoridation report was completed/submitted.
- The State schedule for sample collection and submittal required no extra samples to be collected/submitted to the state in August-2016.
- Weekly fluoride and chlorine residual analysis was complete during the month from samples collected from different areas of town. Greg does these onsite water analysis for fluoride and chlorine.
- The water plant detention tank was flushed.
- I assisted during power outages with the generators.
- Assisted with a water quality concern at the cabinet shop. We checked the water service and water main layout. The main water main that feeds the east end of the town (east of the RR tracks) runs on the south side of the cabinet shop, so water should be stagnant. When Greg flushes the next week, he will have the cabinet shop also flush there water line.



## WASTEWATER TREATMENT

### I. Facilities Data:

|   |                  |                             |   |
|---|------------------|-----------------------------|---|
| <b>Wastewater Pumped to Ponds:</b>                              |                  |                             |   |
| Avg. Daily Flow   | -                | 54,128 gal                  | <i>Avg. Wet Weather Design</i> - 63,000 gal/day     |
| Max. Day Flow   | -                | 135,119 gal                 | Monthly Total - 1,667,981 gal                       |
| <b>Pond Discharge Volume: NO POND DISCHARGES DURING AUGUST</b>  |                  |                             |   |
| Avg. Daily Flow   | -                | 0 Gal/day for <u>0 days</u> | Monthly Total - 0 gal                               |
| <b>CBOD Concentration (Wastewater Strength)</b>                 |                  |                             |   |
| Quarterly Influent  | -                | N/A mg/l                    | <i>Design</i> - 204 mg/l                            |
| Effluent (Cal. Month Avg.)                                      | -                | N/A mg/l                    | <i>Permit Limit</i> - 25 mg/l                       |
|   | -                | N/A kg/day                  | <i>Permit Limit</i> - 53.6 kg/day                   |
| Effluent (Max. Cal. Week Avg.)                                  | -                | N/A mg/l                    | <i>Permit Limit</i> - 40 mg/l                       |
|   | -                | N/A kg/day                  | <i>Permit Limit</i> - 94.6 kg/day                   |
| <b>Solids, Total Suspended (TSS) Concentration</b>              |                  |                             |   |
| Quarterly Influent  | -                | N/A mg/l                    |   |
| Effluent (Cal. Month Avg.)                                      | -                | N/A mg/l                    | <i>Permit Limit</i> - 45 mg/l                       |
|   | -                | N/A kg/day                  | <i>Permit Limit</i> - 96.5 kg/day                   |
| Effluent (Max. Cal. Week Avg.)                                  | -                | N/A mg/l                    | <i>Permit Limit</i> - 65 mg/l                       |
|   | -                | N/A kg/day                  | <i>Permit Limit</i> - 139 kg/day                    |
| <b>Phosphorus Concentration</b>                                 |                  |                             |   |
| Quarterly Influent  | -                | N/A mg/l                    |   |
| Effluent (Cal. Month Avg.)                                      | -                | N/A mg/l                    | <i>Permit Limit - Monitor Only</i>                  |
| <b>Fecal Coliform Geometric Mean (Applicable May - October)</b> |                  |                             |   |
| Effluent (Cal. Month Geo. Mean)                                 | -                | N/A CFU/100ml               | <i>Permit Limit - 200 CFU/100ml</i>                 |
| <b>pH</b>   |                  |                             |   |
| Influent  | Quarterly Result | - N/A                       |   |
| Effluent  | Cal. Month Min.  | - N/A                       | Cal. Month Max. - N/A <i>Permit Limit 6.0 - 9.0</i> |
| <b>Dissolved Oxygen (DO)</b>                                    |                  |                             |   |
| Effluent (Cal. Month Minimum)                                   | -                | N/A mg/l                    | <i>Permit Limit - Monitor Only</i>                  |

### II. Wastewater Operations Information:

- The MPCA Monthly Discharge Monitoring Report was completed and submitted.
- Greg and I worked through the MPCA reports and eDMR together, with Greg making the entries and the actual online submittal through his account. We will continue with this process each month until Greg totally understands it. This process will take a while because of the eDMR system and training with excel.
- Greg has continued to spray weeds in the rock rip-rap at the ponds, off and on to stay ahead of any re-growth of weeds. This is a continual task do to the regrowth of weeds in the rock dikes. This is also tough due to the wind and drift of the weed spray, so times and days are limited when spraying can be done.
  - There are NO trees or brush in the rock rip-rap dikes at the ponds this year.

- Greg has continued to spread rip-rap rock on the final pond dikes in the locations where there are wash-outs.
  - There are more spots to dump and spread the large rock on the dikes and we will continue to work on this in the future.
- With the wet weather in August, the wastewater ponds water levels came up allot, but we are still in good shape. We will prepare for a discharge in September by getting pre-discharge sampling complete along with any water transfers.
- We checked the pressure relief manhole on Martha Street to see if water was getting into the manhole. We are trying to keep the water pumped down as not to allow damage to the valve, any more than it does naturally.

Please let me know of any questions that you may have.

Sincerely,

*Curt Reetz*



Consulting Water/Wastewater Operator  
W.W.O.T.A. Inc

# CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: September 23, 2010

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: October 20th  
October 21st

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

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

Is there a **Holiday** during your time off? —

Will there be any time off **without pay**? —

Will there be any scheduled **Sick Leave** used? —

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

### City Council Approval

Date of Council Meeting: 9-27-2010

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

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

Jeremy Gruenhagen  
Employee Signature

9-23-2010  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date





# MNSPECT

HELPING YOU COMPLY WITH THE CODE

235 First Street West • Waconia, MN 55387-1302

## YOUR CODE PROFESSIONALS:

### Inspection Personnel:

- Scott Qualle, Designated Building Official
- Ty Turnquist, Operations Director, Senior Commercial Plans Examiner
- Kandis Hanson, Relationship Manager
- Nick Qualle, Senior Residential Plans Examiner/Field Inspector
- Derek Qualle, Rental/Field Inspector
- Dale Engelmann, Senior Plumbing Plans Examiner/Plumbing Inspector
- Steve Horsman, Field Inspector
- Steve Maki, Field Inspector
- Dean Mau, Senior Fire Plans Examiner
- Ermias Mekonnen, Plans Examiner
- Tracy Montgomery, Office Manager
- Brandy Blauert, Operations Assistant
- Wendy Morrissey, Administrative Assistant
- Tamara Stuart, Administrative Assistant

### HAPPY ANNIVERSARY

Stewart – 8 years; Lakeland – 1 year  
Sept. 1 – Building and Code Staff  
Appreciation Day

### Stay connected with the MNSPECT MINUTE

September 2016

### “Neither Rain Nor Snow Day” – September 7

September 7, 1914 is the anniversary of the opening of the New York Post Office. Inscribed on the building is the following quote: “Neither snow nor rain nor heat nor gloom of night, stays these couriers from the swift completion of their appointed rounds.” While we are not the post office or even a government office, we do strive to perform scheduled inspections even when the weather tries to stop us. If we postpone an inspection for any reason, it slows down your construction process or may inconvenience you in another way. While we do give a specific time for an inspection, please keep in mind that factors such as traffic, problems at an earlier inspection, weather, etc., could make our inspector a little late. Inspections are required to verify key parts of the construction process.

Required inspections are indicated on your permit card. By performing these required inspections, our goal is to verify that work completed up to that point has been done in compliance with the building code which could save you time and money correcting any violations before the project goes any further. For most of the construction project types, MNSPECT has informative handouts that include information regarding the required inspections and what we will be verifying at these inspections.

MN Rules, Section 1300.0210 states: “Construction or work for which a permit is required is subject to inspection by the building official and the construction or work shall remain accessible and exposed for inspection purposes until approved...It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes.”

Our inspectors often times have the unwanted task of requiring a contractor or homeowner to make corrections. Some people do not like being told that they have to fix something or that they did something wrong. Keep in mind, our inspectors did not write the building code – they are just there to make sure it is being enforced. Similarly, your postal delivery person does not charge you for your electricity – he/she just brings you the bill. Don’t shoot the messenger!

## WELCOME, CITY OF BAYPORT!

If you have a story idea, or would like to know if your project requires a permit, call us at 952-442-7520.

### Q&A OF THE DAY

Q. May building permit fees be a revenue source for a local government?

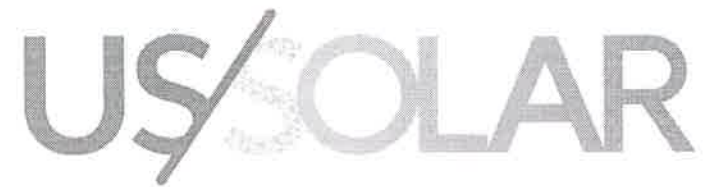
A. If a city adopts the building code, a building fee schedule must also be developed and adopted. Building permit fees are considered user fees, meaning only those who obtain permits pay a fee for that service, so there should be no tax burden on the other citizens in your community. According to the League of Minnesota Cities, building permit fees need to reflect the city’s actual costs associated to administration and enforcement of the building code, which can include staffing, contracted inspection services, transportation, training, tools, equipment, etc. The League also specifies that fees listed in the Building Permit Fee Schedule are to be equal to the cost of services received. Per MN Rule 1300.0160 Fees, Subp.2: “Fees ... must be fair, reasonable and proportionate to the ACTUAL cost of the service for which the fee is imposed.” Contrary to prevalent practice, building permit fees may not be a profit center for local governments.



MNSPECT is pleased to announce that Kandis Hanson has joined our team. As Relationship Manager, Kandis is charged with placing MNSPECT in the most positive position for client acquisition and retention. She is responsible for initiation, development, and cultivation of business relationships with Minnesota local governments.

Ms. Hanson comes with an AAS in marketing and a MA in local government management. She has 22 years of experience leading cities as city administrator/manager and brings expertise in human relations, promotions and communications. She comes by way of the City of Mound, where she was charged with relationship building that resulted in the redevelopment of the community over 15 years. Officials representing cities, townships and counties are invited to get to know Kandis by contacting her during business hours (8:00-4:30) at 952-442-7520 x 102 or [kandis@mnspect.com](mailto:kandis@mnspect.com).

PROPRIETARY AND CONFIDENTIAL



BEYOND THE ROOFTOP



SUNSCRIPTION<sup>SM</sup> PROPOSAL:  
CITY OF HAMBURG

September 13, 2016

## COVER LETTER

September 13, 2016  
Jeremy Gruenhagen, City Clerk/Treasurer  
City of Hamburg  
181 Broadway Ave  
Hamburg, MN 55339

Dear Jeremy,

Thank you for the opportunity to present this offsite solar and Sunscription<sup>SM</sup> introduction to you and your team. We at United States Solar Corporation ("US Solar") are thrilled to help the City of Hamburg lock in the significant, long-term savings opportunity currently available under Minnesota's community solar program.

US Solar is a turnkey solar developer and owner/operator. We coordinate all project details – development, permits, finance, construction, management, insurance, maintenance, and monitoring. The enclosed proposal includes details about our company, our strategic alliance partners, and our Sunscription proposal.

The US Solar team provides an unparalleled combination of broad experience and strong local roots. Our team has a proven track record of building and financing distributed solar projects. US Solar's principals have developed and financed commercial solar projects and residential solar programs with a notional value of over \$1 billion. We ensure that each one of our solar projects is built to the highest capital markets standards in order to maximize the savings available to our subscribers.

Please contact us with any questions, comments, or points of clarification. We look forward to working with you.

Sincerely,



**Reed Richerson - COO**  
United States Solar Corporation

100 N 6th St., Suite 222C  
Minneapolis, MN 55403  
W: (612) 260-2230 C: (916) 704.2720  
E: reed.richerson@us-solar.com

*This letter is intended solely as a basis for providing indicative pricing and terms and for engaging in further discussion. It does not evidence any agreement to make an investment or any other binding commitment on the part of US Solar or any other party. Such investment or other binding commitment will arise only upon the execution of definitive, binding agreements. Any subscriber transaction would be contingent on prior credit review. US Solar requests that the recipient keep the terms of this letter confidential.*

## SUNSCRIPTION<sup>SM</sup>

**Sunscription<sup>SM</sup>** [suhn-skrip-shuhn] *noun*

1. a contract with US Solar designed to provide you with significant, long term savings
2. an opportunity to enjoy solar benefits without the planning and logistical hassles of an onsite solar project
3. a way to exercise your new right to choose an alternative energy partner

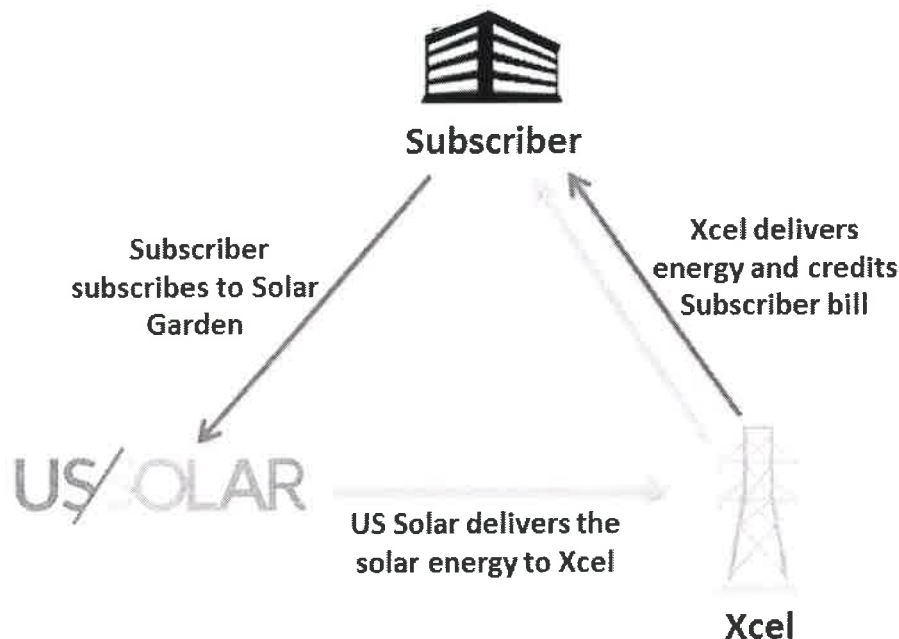
From California to Massachusetts, thousands of businesses, schools, municipalities, and nonprofits have embraced the opportunity to fix their energy costs for the long term by going solar. The Solar\*Rewards Community program recently launched in Minnesota is the first scalable community solar program in the US and immediately established the country's smartest solar regime. Eligible Xcel customers can now subscribe to a portion of large, efficient, offsite Solar Gardens, benefitting from cost efficiencies of scale and avoiding the siting, construction, and maintenance complexities of an onsite system.

US Solar's ability to connect subscribers with solar projects located offsite allows us to develop projects of the ideal scale at ideal sites, where we can optimize the orientation, spacing, and tilt of our solar modules to deliver the most solar energy at the lowest cost.

Now, US Solar is offering the City of Hamburg ("The City") the opportunity to lock in savings for years to come with a Sunscription Agreement.

### HOW COMMUNITY SOLAR AND A SUNSCRIPTION WORK

- US Solar builds a local Solar Garden at an ideal offsite location.
- The Solar Garden produces energy that is delivered to Xcel.
- Xcel continues to deliver Subscriber all electricity required onsite.
- Xcel credits Subscriber's bill for value of Solar Garden energy.





## HOW DO YOU SAVE MONEY?

By contracting for a Sunsubscription with US Solar, you can expect to save money over time as the Bill Credit rate that Xcel pays you increases higher and higher above your Sunsubscription rate with US Solar. The table below shows the expected savings from an 'anchor' Sunsubscription to 40% of a 1 MWac Solar Garden, assuming that the relevant Applicable Retail Rate ("ARR", described below) increases at 2.5% per year. Note that the "Enhanced Bill Credit" rate in each year is equal to the ARR plus a \$0.02/kWh financial premium for the value of the solar renewable energy certificates ("RECs").

|                                | 2016      | 2017            | 2021            | 2026             | 2031             | 2036             | 2041             | TOTAL                |
|--------------------------------|-----------|-----------------|-----------------|------------------|------------------|------------------|------------------|----------------------|
| Subscribed Energy (kWh)        |           | 696,800         | 682,968         | 666,064          | 649,578          | 633,500          | 617,820          | 16,413,787           |
| Enhanced Bill Credit from Xcel | \$ 0.1174 | \$ 0.1198       | \$ 0.1302       | \$ 0.1447        | \$ 0.1611        | \$ 0.1796        | \$ 0.2006        |                      |
| Subscription Rate to US Solar  | \$ 0.1170 | \$ (0.1180)     | \$ (0.1190)     | \$ (0.1190)      | \$ (0.1190)      | \$ (0.1190)      | \$ (0.1190)      |                      |
| Net Value per kWh              |           | \$ 0.0018       | \$ 0.0112       | \$ 0.0257        | \$ 0.0421        | \$ 0.0606        | \$ 0.0816        |                      |
| <b>Net Value</b>               |           | <b>\$ 1,279</b> | <b>\$ 7,649</b> | <b>\$ 17,105</b> | <b>\$ 27,324</b> | <b>\$ 38,391</b> | <b>\$ 50,398</b> | <b>\$ 600,367.28</b> |

*Assumes 2.5% escalation in Applicable Retail Rate, 0.5% degradation in subscribed energy*

With your Sunsubscription in place, Xcel will continue to deliver you all of your grid electricity, with no interruption of service. For an example of how a Bill Credit will appear on your utility bill, please see *Appendix A*.

Our subscribers receive Bill Credits that are valued using two components: the ARR, equal to the average revenue per kWh that Xcel received in the prior year, plus a financial premium representing the value of the RECs, which are sold to Xcel. For a community solar project of over 250 kW (like most US Solar Gardens under development), the REC enhancement is fixed at \$0.02/kWh. As shown in the table below, the current ARR plus the REC premium add up to a total of \$0.11740/kWh Bill Credit Rate for a large commercial subscriber to a typical US Solar Solar Garden. Selling the RECs to Xcel increases the value of Bill Credits you will receive from Xcel.

Your Sunsubscription with US Solar supports the development of nearby Solar Gardens, and secures your right to receive payments from Xcel for supporting local renewable energy. You can expect a Sunsubscription to save you money simply because the Bill Credit rate you receive from Xcel is expected to be higher than your Sunsubscription rate. For large energy users, the expected savings can easily be in the millions. For an overview of pricing and Sunsubscription product types, see *Our Proposal to The City* below.

### SOLAR\*REWARDS COMMUNITY PROGRAM

Section No. 9  
2<sup>nd</sup> Revised Sheet No. 64

#### AVAILABILITY

Available to any Residential, Commercial, and Industrial customer who elects to offset electric charges through a subscription in a company-approved community solar garden.

#### RATE

The Bill Credit Rate below applicable to the subscriber is dependent on the customer class under which the subscriber receives service and the Bill Credit Type selected by the garden operator in the tariffed Standard Contract for Solar\*Rewards Community.

| Customer Class        | Bill Credit Type                       | Bill Credit Rate per kWh (AC) for Energy Delivered to Company |
|-----------------------|--|---|
| Residential Service   | Standard                               | \$0.12596   |
|                       | Enhanced – Solar Gardens > 250 KW (AC) | \$0.14596   |
|                       | Enhanced – Solar Gardens ≤ 250 KW (AC) | \$0.15596   |
| Small General Service | Standard                               | \$0.12229   |
|                       | Enhanced – Solar Gardens > 250 KW (AC) | \$0.14229   |
|                       | Enhanced – Solar Gardens ≤ 250 KW (AC) | \$0.15229   |
| General Service       | Standard                               | \$0.09740   |
|                       | Enhanced – Solar Gardens > 250 KW (AC) | \$0.11740   |
|                       | Enhanced – Solar Gardens ≤ 250 KW (AC) | \$0.12740   |



## OUR PROPOSAL FOR THE CITY

At US Solar, we strive to offer subscribers not just savings, but also flexibility. While the great majority of our subscribers find our Flat Rate Subscription to offer the best value, we are happy to work with you in customizing a product that works best for you.



### Flat Rate Subscription

- After an initial discount period, the rate you pay US Solar will be the same in years 3 through 25.
- The rate is set at about today's Bill Credit Rate. The rate stays flat and the Bill Credit Rate is expected to increase.
- **We are offering The City a Subscription Rate of \$0.119 per kWh, with discounted pricing in 2016 and 2017 of \$0.117 and \$0.118, respectively.**

### Fixed Rate Subscription

- Expect about 15% year one savings, depending on rate class and usage.
- Over time, the rate steps up with a modest escalator that is fixed on day one.
- This structure is used by the majority of solar projects in the US today.
- **We can offer The City Fixed Rate Pricing upon request.**

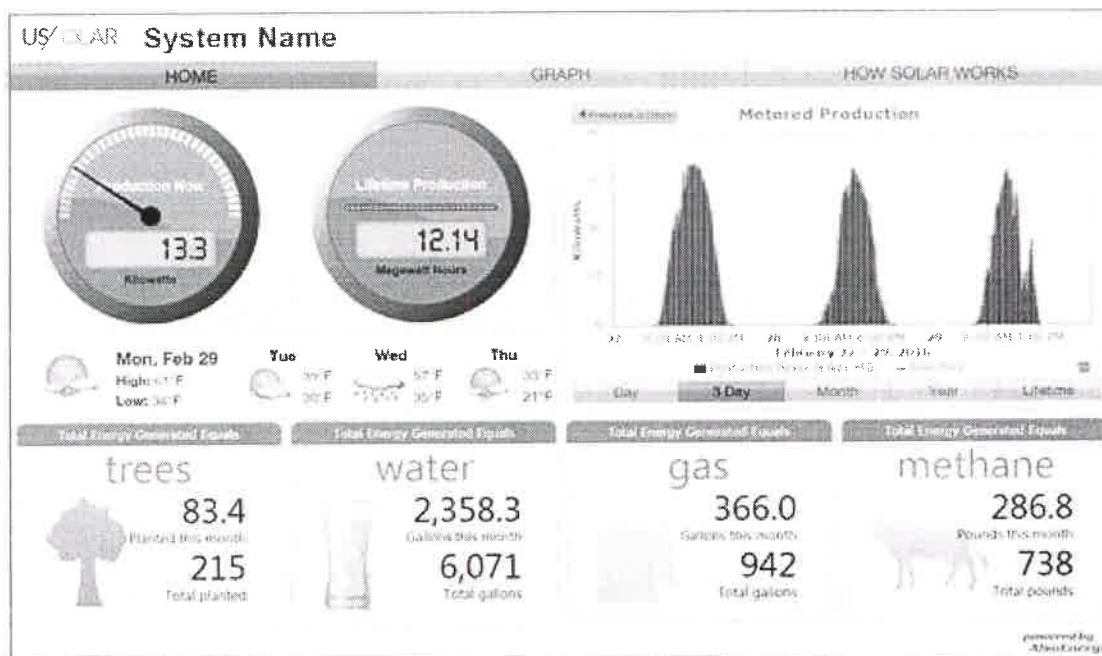
### With either structure:

- You reduce the impact of future utility rate spike surprises.
- The more utility rates increase, the more you save.
- You lock in a large portion of your operating costs for 25 years.

## INSIGHT INTO YOUR OFFSITE SOLAR GARDEN

Offsite solar solutions save you the logistical issues of planning, constructing and maintaining a solar project on your property. However, we can provide you with the same ability to view and monitor the Solar Garden, as you would expect from an onsite system.

US Solar is designing a customized platform for our Solar Garden subscribers, one of the first platforms designed specifically to monitor community solar projects. Our online portal will not only provide subscribers with performance information once systems are up and running, but it will also provide you with status reports regarding project development and construction.



We can also provide you with a customized monitoring portals, allowing you to display information regarding the Solar Garden performance – energy and environmental – on video monitors or kiosks anywhere in the company. These customized portals can be tailored to inform and educate your executives, employees and customers about the performance and benefits of the Solar Gardens you are supporting.

## FREQUENTLY ASKED QUESTIONS

**Q: How much does it cost upfront?**

- A: Subscribing requires no upfront payment whatsoever.

**Q: Is my Sunscription transferrable?**

- A: Your Sunscription is fully transferrable. You can allocate subscription capacity to a new building of yours within Xcel Energy's service territory, or you can transfer it to another eligible Xcel Energy customer.

**Q: What happens in the winter or when it's rainy?**

- A: Our Solar Gardens can produce energy in all seasons and all weather. Solar Garden output will vary from day-to-day and season-to-season, as does your electric usage. Your Solar Garden Sunscription<sup>SM</sup> will be sized to account for this variability and designed to greatly reduce, or even eliminate, your utility bill over the course of each year.

**Q: Will my facility be connected to the Solar Garden?**

- A: Solar Garden energy is delivered directly to Xcel's grid, not your facility. Our Solar Gardens are simply one of the sources feeding the grid, and you will continue to receive 100% of your electricity from Xcel with no interruption of service.

**Q: How will my Solar Garden subscription be sized?**

- A: Your historic, annual electricity usage determines the size of your Sunscription<sup>SM</sup>. This is another advantage – our Solar Garden subscribers receive solar benefits that are not limited by the size and/or quality of their roof.

**Q: Are there tax benefits?**

- A: US Solar and its investor partners will receive the tax credit benefits for funding the capital costs of each Solar Garden, lowering the Sunscription<sup>SM</sup> rates we are able to offer subscribers.

**Q: When do I start seeing bill credit benefits?**

- A: Once your assigned Solar Garden begins delivering energy to the grid, you receive bill credits from Xcel Energy and a bill from US Solar for the same amount of kWh. We will notify you as that date approaches and keep you updated along the way.

## US SOLAR: EXPERIENCE AND QUALIFICATIONS

US SOLAR  
Official Solar  
Partner

**BROAD EXPERIENCE: THERE IS NO SUBSTITUTE**

US Solar is a turnkey solar developer and owner/operator. We seek to make solar energy accessible with simple, money-saving, long-term solutions that are as good for our partners as they are for the environment. US Solar's management team brings a wealth of solar leadership and expertise from the commodities divisions of industry-leading firms such as Morgan Stanley and Bear Stearns, as well as the project development teams of BayWa R.E. and REC Solar.

Community solar development and finance requires a wide range of skills that few solar companies possess. US Solar is uniquely positioned with deep experience in all facets of this market segment. Additionally, US Solar draws on a unique set of strategic partnerships. US Solar's platform is comprised of best-in-class providers within engineering, procurement, and construction; solar equipment manufacturing; energy management; legal services; development; and finance and investment.

**Project Development:** The US Solar team has extensive experience in solar project development. This, along with support from our strategic alliance and partners, allows for the delivery of large-scale projects – on time and within budget.

**Community Solar:** US Solar has broad experience in the siting, development, and subscription of community solar projects in Minnesota. Our principals have worked with Fortune 500 companies, municipalities, public and private schools, and utilities across the country. We have contracted with a number of large counties, towns, school districts, and corporations in Minnesota for Solar Garden subscriptions.

**Project Finance:** Less experienced solar providers frequently underestimate the challenge of financing the construction and operation of a portfolio of solar projects. US Solar is currently developing and financing over \$150 million of projects in Minnesota, and the US Solar principals have raised project capital for projects and programs with a notional value of over \$1 billion.

## LEADERSHIP TEAM

The US Solar team is truly one of the most experienced teams in Minnesota. Our successful experiences span across the utility-scale, commercial, and residential markets. At the intersection of successful experiences and deep alliance partner relationships, US Solar is uniquely positioned to provide The City with the highest value. Furthermore, our Minneapolis office is comprised of professionals who were raised in Minnesota, understand the community, and have been involved in Minnesota community solar from the very beginning.

**Martin Mobley, CEO.** Marty started US Solar after forming and leading the Solar Desk at Morgan Stanley Commodities, where he led the group into the US commercial market (~40MW from ~100 rooftop/ground mount/parking canopy projects), the US residential market (three separate US residential financing programs) and the Ontario market (~30MW in from 75+ rooftop projects). Prior to Morgan Stanley, Marty was an attorney at McDermott, Will & Emery in Washington, DC.

**Robert Oden, EVP.** Rob brings broad experience in energy tax structuring and climate markets. He has served as Director of Business Development at American Capital (Solar) Energy and as a Managing Director at Bear Stearns in New York and Houston, where principal energy investments included over \$300 million in tax-credit qualified energy assets.

**Reed Richerson, COO.** Reed brings 8+ years of solar industry project development experience in multiple market segments. He previously served as the VP of Sales and Business Development for BayWa r.e. and the National Key Account Manager for Upsolar America. Notable accomplishments include: land acquisition and development portfolio of over 180 MW, EPC of over 56 MW, and acquisition/co-development portfolio of 21 MW. Reed is a Minnesota native and has a BS in Economics from the University of Minnesota.

**Michelle Matthews, VP.** Michelle brings notable legal and development experience to US Solar. Previously, Michelle was the CEO of MN Community Solar, responsible for structuring partnerships with community aggregators, outreach organizations, and financial partners, in addition to land acquisition and managing relationships with the local Public Utilities Commission and Xcel Energy. Michelle grew up in Minnesota and received a BA in Environmental Studies from the University of St. Thomas and a JD from the University of Minnesota.

## STRATEGIC ALLIANCE PLATFORM

*An Alliance of Partners with a History of Success*

### PROJECT FINANCE



US Bank, headquartered in Minneapolis, is a leading Renewable Energy Tax Credit investor in the US solar market, having deployed nearly \$3 billion in support of over \$6.3 billion in renewable energy projects in the United States.



Key Bank Capital Markets® is a premier provider of investment banking services to the electric power sector, working with investor-owned utilities, electric cooperatives, and independent power producers. Key has financed over 9,000 MW of renewable energy projects in the United States and has helped raise over \$82 billion in debt and equity financing.

### ENGINEERING, PROCUREMENT, AND CONSTRUCTION; O&M



#### M+W GROUP

M+W Group is one of the largest photovoltaic system integrators in the world. M+W Group plans, builds, finances, and operates solar power stations in the multi-megawatt range all over the world.

---


## NEXT STEPS

While this proposal may seem too good to be true, the only catch is that subscription demand tremendously outweighs subscription capacity. We can provide a Sunscription Agreement to go over more specifics. Please contact us with any questions, comments, or feedback you may have in response to this proposal

Thank you – we look forward to providing The City with significant, long-term energy savings through a Sunscription.

APPENDIX A: EXAMPLE OF BILL CREDIT

Xcel Energy has provided Minnesota ratepayers with this example of a Bill Credit (note that it shows a hypothetical subscriber that is a gas and power customer with Xcel's Public Service of Colorado subsidiary, not Northern States Power).



**DAILY AVERAGES**

|                  | Last Year | This Year |
|------------------|-----------|-----------|
| Temperature      | 40° F     | 40° F     |
| Electricity kWh  | 35.8      | 34.6      |
| Electricity Cost | \$10.26   | \$3.27    |

**SUMMARY OF CURRENT CHARGES** (Detailed charges begin on page 2)

|                         |                     |            |                 |
|-------------------------|---------------------|------------|-----------------|
| Electricity Service     | 10/01/13 - 10/30/13 | 2480 kWh   | \$267.49        |
| Natural Gas Service     | 10/01/13 - 10/30/13 | 215 therms | \$139.39        |
| Other Recurring Charges |                     |            | \$172.68 CR     |
| <b>Current Charges</b>  |                     |            | <b>\$234.20</b> |

---


**QUESTIONS ABOUT YOUR BILL?**

See our website: [xcelenergy.com](http://xcelenergy.com)  
 Email Us at: [CustomerService@xcelenergy.com](mailto:CustomerService@xcelenergy.com)

Call 24 hours a day, 7 days a week

Please Call: 1 833 896 4999  
 Heating impaired: 1 833 896 4949  
 Español: 1 833 887 8773

Or write us at: XCEL ENERGY  
 PO BOX 9  
 5431 CLARE WI 54707 8008



SERVICE ADDRESS: [REDACTED]  
 NEXT READ DATE: 12/31/13

**ELECTRICITY SERVICE DETAILS**

PREMISES NUMBER: [REDACTED]  
 INVOICE NUMBER: [REDACTED]

| METER READING INFORMATION        |    |
|----------------------------------|----|
| METER 56813090 - Multiplier x 00 |    |
| DESCRIPTION                      | CU |
| Total Consumed by A/C            |    |
| Total Consumed by Customer       |    |
| Not Consumed by Xcel             |    |
| Not Consumed by Customer         |    |
| Demand                           |    |
| Winter Demand                    |    |


**ELECTRICITY CHARGES**

| DESCRIPTION            | CHARGE |
|------------------------|--------|
| Service & Facility     |        |
| Non-Summer             |        |
| Winter/Summer Charge   |        |
| Traps Cost Adj.        |        |
| Elec. Commodity Adj.   |        |
| Demand Side Mgmt. Cost |        |
| Purch. Gas Cost Adj.   |        |
| Renew. Energy Sid Adj. |        |
| GRSA                   |        |
| <b>Total</b>           |        |

SERVICE ADDRESS: [REDACTED]  
 NEXT READ DATE: 12/31/13

**NATURAL GAS SERVICE DETAILS**

PREMISES NUMBER: [REDACTED]  
 INVOICE NUMBER: [REDACTED]



| METER READING INFORMATION                                 |                 |                  |            |
|---|-----------------|------------------|------------|
| METER 20167212 (Read Date: 10/31/13 - 10/30/13 (29 Days)) |                 |                  |            |
| DESCRIPTION   | CURRENT READING | PREVIOUS READING | USAGE      |
| Therm Energy  | 1037 Actual     | 1017 Actual      | 216 Therms |

**NATURAL GAS ADJUSTMENTS**

| DESCRIPTION      | VALUE | UNITS | CONVERSION | VALUE | UNITS  |
|------------------|-------|-------|------------|-------|--------|
| Therm Multiplier | 252   | cst   | x 0.056306 | 216   | therms |

**NATURAL GAS CHARGES** RATE: RG Residential

| DESCRIPTION         | USAGE | UNITS  | RATE       | CHARGE          |
|---------------------|-------|--------|------------|-----------------|
| Service & Facility  |       |        |            | \$14.31         |
| Usage Charge        | 216   | therms | \$0.108287 | \$23.39         |
| Interstate Pipeline | 216   | therms | \$0.084740 | \$18.30         |
| Natural Gas 4 Qtr   | 216   | therms | \$0.308060 | \$66.39         |
| <b>Total</b>        |       |        |            | <b>\$139.39</b> |

**OTHER RECURRING CHARGES DETAILS**

| DESCRIPTION                                     | CHARGE                 |
|---|------------------------|
| Solar Rewards Community Solar Production Credit |                        |
| Solar Production Period                         | September 2013         |
| SRC [REDACTED] Production Credit                | 2438.25 kWh x 0.070820 |
| <b>Total</b>                                    | <b>-\$172.68 CR</b>    |



PRELIMINARY COST ESTIMATE  
 FUTURE BUSINESS DEVELOPMENT  
 HAMBURG, MINNESOTA  
 SEH NO. 132092  
 8-26-16

# DRAFT

Future Business Development

| <u>Item No.</u>                          | <u>Description</u>  | <u>Unit</u> | <u>Est. Qty.</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|---|-------------|------------------|-------------------|--------------------|
| <b><u>Water Main</u></b>                 |   |             |                  |                   |                    |
| 1  | 1" Corporation Stop with Saddle                           | Each        | 1                | \$350.00          | \$350.00           |
| 2  | 1" Curb Stop and Box                                      | Each        | 1                | \$350.00          | \$350.00           |
| 3  | 1" Type K copper Service Pipe                             | Lin. Ft.    | 50               | \$22.00           | \$1,100.00         |
| 4  | Turf Restoration  | S.Y.        | 111              | \$4.00            | \$444.00           |
| <b>Water Main Subtotal:</b>              |   |             |                  |                   | <b>\$2,244.00</b>  |
| <b><u>Sanitary Sewer</u></b>             |   |             |                  |                   |                    |
| 1  | Core Drilled Hole   | Each        | 1                | \$750.00          | \$750.00           |
| 2  | 8" x 4" PVC Wye, SDR 35                                   | Each        | 1                | \$400.00          | \$400.00           |
| 3  | 4" PVC SDR 35 Sanitary Sewer Service Pipe                 | Lin. Ft.    | 20               | \$30.00           | \$600.00           |
| 4  | 8" PVC SDR 35 Sanitary Sewer (Regardless of Depth)        | Lin. Ft.    | 300              | \$45.00           | \$13,500.00        |
| 5  | Turf Restoration  | S.Y.        | 711              | \$4.00            | \$2,844.00         |
| 6  | Plug Sanitary Sewer                                       | Each        | 1                | \$250.00          | \$250.00           |
| 7  | Construct Sanitary Manhole Design 4007                    | Lin. Ft.    | 12               | \$250.00          | \$3,000.00         |
| 8  | Adjusting Ring for Manhole Casting (Sanitary)             | Each        | 1                | \$150.00          | \$150.00           |
| 9  | External Manhole Seal (Sanitary)                          | Each        | 1                | \$250.00          | \$250.00           |
| 10                                       | Casting Assembly, Neenah R-1642 with Concealed Pick Holes | Each        | 1                | \$750.00          | \$750.00           |
| <b>Sanitary Sewer Subtotal:</b>          |   |             |                  |                   | <b>\$22,494.00</b> |
| <b>Total Estimated Construction Cost</b> |   |             |                  |                   | <b>\$24,738.00</b> |
| <b>Contingency (10%)</b>                 |   |             |                  |                   | <b>\$2,473.80</b>  |
| <b>Project Related Costs (20%)</b>       |   |             |                  |                   | <b>\$4,947.60</b>  |
| <b>Total Estimated Project Cost</b>      |   |             |                  |                   | <b>\$32,159.40</b> |

\*Assumed salvaging existing topsoil at location.

\*\*Storm sewer and associated costs will need to be added if future location impacted is larger than one acre in size.

Future Business Development

| <u>Item No.</u>                          | <u>Description</u>  | <u>Unit</u> | <u>Est. Qty.</u> | <u>Unit Price</u> | <u>Total Price</u> |
|--|---|-------------|------------------|-------------------|--------------------|
| <b>Water Main</b>                        |   |             |                  |                   |                    |
| 1  | 1" Corporation Stop with Saddle                           | Each        | 1                | \$350.00          | \$350.00           |
| 2  | 1" Curb Stop and Box                                      | Each        | 1                | \$350.00          | \$350.00           |
| 3  | 1" Type K copper Service Pipe                             | Lin. Ft.    | 75               | \$22.00           | \$1,650.00         |
| 4  | Turf Restoration  | S.Y.        | 111              | \$4.00            | \$444.00           |
| 5  | Hydrant (Waterous WB67 - 250)                             | Each        | 1                | \$4,000.00        | \$4,000.00         |
| 6  | Connect to Existing Water Main                            | Each        | 1                | \$1,250.00        | \$1,250.00         |
| 7  | 8" PVC C-900 DR 18 Water Main w/ Tracer Wire              | Lin. Ft.    | 180              | \$32.00           | \$5,760.00         |
| <b>Water Main Subtotal:</b>              |   |             |                  |                   | <b>\$13,804.00</b> |
| <b>Sanitary Sewer</b>                    |   |             |                  |                   |                    |
| 1  | Core Drilled Hole   | Each        | 1                | \$750.00          | \$750.00           |
| 2  | 8" x 4" PVC Wye, SDR 35                                   | Each        | 1                | \$400.00          | \$400.00           |
| 3  | 4" PVC SDR 35 Sanitary Sewer Service Pipe                 | Lin. Ft.    | 20               | \$30.00           | \$600.00           |
| 4  | 8" PVC SDR 35 Sanitary Sewer (Regardless of Depth)        | Lin. Ft.    | 300              | \$45.00           | \$13,500.00        |
| 5  | Turf Restoration  | S.Y.        | 711              | \$4.00            | \$2,844.00         |
| 6  | Plug Sanitary Sewer                                       | Each        | 1                | \$250.00          | \$250.00           |
| 7  | Construct Sanitary Manhole Design 4007                    | Lin. Ft.    | 12               | \$250.00          | \$3,000.00         |
| 8  | Adjusting Ring for Manhole Casting (Sanitary)             | Each        | 1                | \$150.00          | \$150.00           |
| 9  | External Manhole Seal (Sanitary)                          | Each        | 1                | \$250.00          | \$250.00           |
| 10                                       | Casting Assembly, Neenah R-1642 with Concealed Pick Holes | Each        | 1                | \$750.00          | \$750.00           |
| <b>Sanitary Sewer Subtotal:</b>          |   |             |                  |                   | <b>\$22,494.00</b> |
| <b>Total Estimated Construction Cost</b> |   |             |                  |                   | <b>\$36,298.00</b> |
| <b>Contingency (10%)</b>                 |   |             |                  |                   | <b>\$3,629.80</b>  |
| <b>Project Related Costs (20%)</b>       |   |             |                  |                   | <b>\$7,259.60</b>  |
| <b>Total Estimated Project Cost</b>      |   |             |                  |                   | <b>\$47,187.40</b> |

\*Assumed salvaging existing topsoil at location.

\*\*Storm sewer and associated costs will need to be added if future location impacted is larger than one acre in size.



September 22, 2016

RE: City of Hamburg, Minnesota  
Industrial Park Expansion

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

Dear Jeremy:

It was a pleasure meeting with you to discuss future plans for expansion of the Hamburg Industrial Park. As requested, we are submitting a proposal for engineering and planning services.

### **PROJECT UNDERSTANDING**

The location of the industrial park expansion is proposed to be adjacent to City Hall. The expansion would include extension of sanitary sewer, water main, and city streets to access and serve the future industrial park area. Stormwater management should also be addressed as part of the planning process. We would review the proposed layout with Carver County Public Works to discuss access points along with turn lane requirements.

### **SCOPE OF SERVICES**

Our services would include preparation of a report that would identify the location for the industrial park expansion along with a preliminary street and utility layout for accessing the proposed industrial park. The report would include a narrative describing the improvements, maps of the street and utility layout, and order of magnitude cost estimates. We would also identify permitting that may be required to complete the industrial park expansion.

In preparing our report we would use a combination of Carver County LiDAR maps, National Wetland Inventory Maps, Carver County Soil Survey Maps, and aerial photos, along with existing record drawings and city base maps. At the present time, preparation of the report would not include any on-site survey work, wetland delineation, soil borings, or other detailed field explorations.

### **FEE**

We would propose to complete these services on an hourly basis at a not-to-exceed fee of \$14,900. We would begin work upon written authorization to proceed.

If you have any questions regarding this proposal please don't hesitate to contact me. If these proposed services are acceptable to you, please sign two copies of the enclosed Supplemental Letter Agreement (SLA), keep one copy for your file, and return one copy to our office.

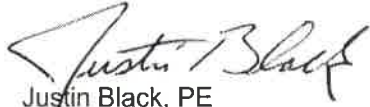
Engineers | Architects | Planners | Scientists

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

Jeremy Gruenhagen  
September 22, 2016  
Page 2

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink that reads "Justin Black". The signature is written in a cursive style with a large, sweeping initial "J".

Justin Black, PE  
Project Manager

jb  
Enclosures

h:\j\h\hambu\138972\1-gen\10-setup-cont\03-proposal\scope of services ltr\_092216.docx



Industrial Park Planning Report  
CITY OF HAMBURG  
September 23, 2016

**DETAILED TASK HOUR BUDGET/COST ANALYSIS**

|   | Black<br>Civil Engr<br>PE | Rodeberg<br>Civil Engr<br>PE | Pomplun<br>Lead<br>Tech | Goede<br>Grad Eng<br>EIT | Kotila<br>Transportation<br>PE | Brinkman<br>Admin<br>Tech | O'Connor<br>Accounting | Ryan<br>Water<br>Resource | Total<br>Amount |
|---|---------------------------|------------------------------|-------------------------|--------------------------|--------------------------------|---------------------------|------------------------|---------------------------|-----------------|
| <b>Task 1 - Report Preparation:</b>   |                           |                              |                         |                          |                                |                           |                        |                           |                 |
| Project Management / Project Administration / Misc. Correspondence                              | 6                         | 1                            | 0                       | 0                        | 0                              | 1                         | 2                      | 0                         | 8               |
| Set up Drawing with Approximate Boundaries based on County Data                                 | 1                         | 0                            | 6                       | 0                        | 0                              | 0                         | 0                      | 0                         | 7               |
| Review Map Data / Air Photos / Structure Inverts / Investigate Storm outfall / water main sizes | 2                         | 0                            | 1                       | 4                        | 0                              | 0                         | 0                      | 0                         | 7               |
| Develop Preliminary Lot Layout based on City input  | 2                         | 0                            | 6                       | 16                       | 0                              | 0                         | 0                      | 0                         | 24              |
| Determine Extent of sewer and water service based on preliminary elevations                     | 1                         | 0                            | 0                       | 4                        | 0                              | 0                         | 0                      | 0                         | 5               |
| Preliminary Layout Review with Carver County  | 2                         | 0                            | 0                       | 1                        | 0                              | 0                         | 0                      | 0                         | 3               |
| Edit/finalize Turn Lane Options based on Carver County Input                                    | 1                         | 0                            | 1                       | 2                        | 6                              | 0                         | 0                      | 0                         | 10              |
| Review Approx Drainage Boundaries / Determine Preliminary location for storm pond(s)            | 1                         | 0                            | 0                       | 4                        | 0                              | 0                         | 0                      | 6                         | 5               |
| Prepare for and attend 60 percent review meeting with city staff / officials                    | 3                         | 0                            | 0                       | 3                        | 0                              | 0                         | 0                      | 0                         | 6               |
| Update layout based on review comments  | 0                         | 0                            | 2                       | 4                        | 0                              | 0                         | 0                      | 0                         | 6               |
| Prepare report narrative describing proposed layout and utility improvements                    | 1                         | 1                            | 0                       | 8                        | 1                              | 1                         | 0                      | 0                         | 12              |
| Prepare Order of Magnitude Cost Estimates   | 1                         | 0                            | 1                       | 6                        | 0                              | 1                         | 0                      | 0                         | 9               |
| Internal QA/QC of report documents  | 1                         | 1                            | 1                       | 1                        | 1                              | 1                         | 0                      | 0                         | 6               |
| Attend City Council Meeting to review final report documents                                    | 2                         | 0                            | 0                       | 2                        | 0                              | 1                         | 0                      | 0                         | 5               |

**Subtotal Fee this Task: \$14,900**

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Hamburg, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective March 25, 2015, this Supplemental Letter Agreement dated September 22, 2016, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Industrial Park Expansion.

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

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

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

Prepare report as indicated in the attached letter proposal dated September 22, 2016.

**Schedule:** We will begin our services upon receipt of a signed copy of this Supplemental Letter Agreement.

**Payment:** The estimated fee is subject to a not-to-exceed amount of \$14,900 including expenses and equipment.

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

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

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**Short Elliott Hendrickson Inc.**

**City of Hamburg, Minnesota**

By:   
Justin Black, PE  
Title: Client Service Manager

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

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated September 22, 2016**

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

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

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

September 23, 2016

RE: City of Hamburg, Minnesota  
2015 Street Improvement Project  
SEH No. HAMBU 132092 10.00

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

Dear Jeremy:

When the scope of a project changes or other unforeseen challenges arise within a project more time and effort is required of the engineering staff.

We believe in going beyond what is contractually required, when our budget allows us. The project required some additional construction administration and Resident Project Representative time to accommodate adjustments to the project, including but not limited to adjustments to the curb installation in the park area, review and follow up on pavement thickness in the Sofia Avenue phase, and time for resolving the driveway erosion issues near the intersection of Maria Avenue and Jacob Street.

We are respectfully requesting additional fee to cover the cost of the added services for this project. The total requested fee is \$1,800. If you are in agreement with this requested fee amendment, please sign the enclosed Supplemental Letter Agreement and return a copy to me.

If you have any questions, please don't hesitate to contact me.

Sincerely,

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

Justin Black, PE  
Project Manager

Enclosure

jb

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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

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Hamburg, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective March 25, 2015, this Supplemental Letter Agreement dated September 23, 2016, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2015 Street Improvement Project.

**Client's Authorized Representative:** Jeremy Gruenhagen  
**Address:** 181 Broadway Avenue, PO Box 248  
Hamburg, MN 55339  
**Telephone:** 952.467.3232 **email:** hamburgcityhall@gmail.com

**Project Manager:** Justin Black, PE  
**Address:** 1390 Hwy. 15 South, Suite 200, PO Box 308  
Hutchinson, MN 55350  
**Telephone:** 952.913.0702 **email:** jblack@sehinc.com

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

Scope includes additional construction administration and Resident Project Representative time as described in the attached proposal letter dated September 23, 2016.

**Schedule:** As indicated in the attached proposal letter dated September 23, 2016.

**Payment:** The total estimated fee is subject to a not-to-exceed amount of \$1,800 including expenses and equipment.

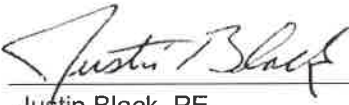
The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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

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**Short Elliott Hendrickson Inc.**

**City of Hamburg, Minnesota**

By:   
Justin Black, PE  
Title: Client Service Manager

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

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Hamburg, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated September 23, 2016**

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9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
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The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

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The Client shall pay Consultant monthly for equipment utilization.

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**Seal Coat**

Kim Avenue and Robert Avenue Brad Street to George Street

William Circle and 200 feet south of William Circle

Baseball Park Parking Lot

Approximately \$21,000 for seal coat

Crack fill budget \$8,000 (This is not a measured quantity of cracks, but a budget line item)

**Mill and Overlay of Brad (some areas may require full depth pavement reclamation and overlay)**

From Park to David \$72,000

From David to half a block north of Robert \$58,000

These estimates include 10% contingency and project related costs.

**CITY OF HAMBURG, MINNESOTA  
RESOLUTION NUMBER 2016-05**

***RESOLUTION APPROVING 2017 PRELIMINARY PROPOSED  
TAX LEVY/BUDGET AND SETTING PUBLIC COMMENT DATE***

**WHEREAS**, Minnesota State Statues require that all local units of government formally adopt proposed budget and preliminary tax levy by resolution and certify propose levy to the County Auditor on or before September 30, 2016; and

**WHEREAS**, Minnesota State Statues require that all local units of government (over 500 in population) announce the time and place of the subsequent meetings at which the budget and levy will be discussed and at which public comment will be permitted; and

**WHEREAS**, The Hamburg City Council and City staff have done preliminary analysis of the demands for goods, services and other debt obligations to be provided to the City in 2017 and approved its Preliminary Budget for 2017; and

**NOW THEREFORE, BE IT RESOLVED**, BY THE CITY COUNCIL OF HAMBURG, MINNESOTA, hereby adopts the preliminary proposed tax levy, collectible in 2016, which shall not exceed \$ \_\_\_\_\_; and

**BE IT FURTHER RESOLVED** that the City has decided to present the 2017 Budget and Tax Levy to the public for information and to receive public input at the Regular City Council Meeting at 7:00 p.m. on December 13<sup>th</sup>, 2016.

**I CERTIFY THAT** the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 24<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Richard Malz, Mayor

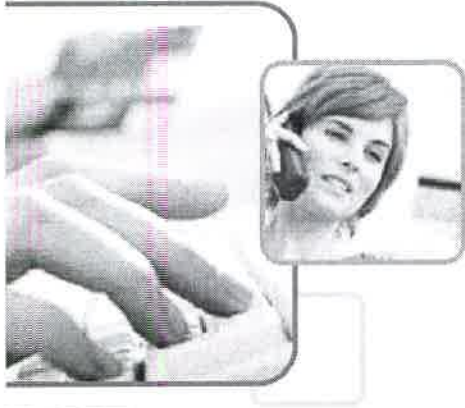
**ATTEST:**

\_\_\_\_\_  
Jeremy Gruenhagen, City Clerk-Treasurer



# GOVPAYNET®

The Simple Way To Pay



## WHO WE ARE

GovPayNet® is a service-oriented processor of Administrative, Civil, Tax, Utility and Other Payments made by credit, debit and prepaid debit cards to government agencies. More than 2,000 agencies in more than 40 states rely on GovPayNet to process their payments.



## PAYMENT OPTIONS

GovPayNet accepts the major card brands, so cardholders can use their preferred payment card – credit, debit or prepaid debit.



## PAYMENT SERVICES

GovPayNet provides a convenient way to make timely payments on a variety of obligations including:



*Administrative & Civil Payments*



*Real Estate & Property Taxes*



*Business Taxes*

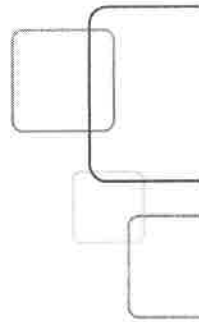


*Utility Payments*

We developed our approach in the high-demand field of bail processing – feel free to have your law enforcement colleagues contact us to find out what the GovPayNet difference can mean to them.

## HOW TO PAY

GovPayNet allows cardholders multiple payment options, paying onsite, online or by phone – 24 hours a day, 7 days a week, 365 days a year, all by secure electronic means. GovPayNet is an accredited Better Business Bureau Company. **Check out our A+ rating at [BBB.org](http://BBB.org).**



# GovPAYNET ADVANTAGES TO CARDHOLDERS

## ***THE SIMPLE WAY TO PAY***

GovPayNet® offers cardholders a quick and convenient way to make payments when it matters most. From administrative and civil fees to property taxes to business taxes to utility bills, GovPayNet makes it easier than ever for cardholders to take care of their public obligations.

- Quick and convenient processing of payments 24 hours a day, 7 days a week, 365 days a year
- The major card brands accepted, so cardholders can use their preferred payment card – credit, debit or prepaid debit
- Cardholders have multiple options, paying onsite, online, or by phone, with payments confirmed by printout or email
- Fully-staffed, bilingual call center with live operators who can process payments AND handle cardholders' questions about their payments
- An all-Internet, PCI Level 1-rated technology, the highest security rating available, so transactions are safe and secure
- What's more, GovPayNet has the ability to combine multiple payers and/or multiple cards into a single payment



## **CONSUMERS PREFER ELECTRONIC PAYMENTS**

In the U.S., card use is on a dramatic up-swing for payments. According to a 2010 Federal Reserve Payments Study, over half of all noncash payments were made by a credit, debit or a prepaid debit card. Prepaid cards are also the fastest growing type of noncash payment, according to these remarkable findings:

- Six out of ten consumers will use a credit, debit or prepaid debit card in any given month to pay bills, according to the Federal Reserve's Survey of Consumer Payment Choices
- Nearly 50 percent of consumers use a credit, debit or prepaid debit card in any given month to make online payments
- There were 1.3 billion prepaid card transactions in 2009, an increase of over 400% from 2006



**GovPAYNET ALLOWS YOUR CUSTOMERS TO PAY THE WAY THEY PREFER – VIA CREDIT, DEBIT OR PREPAID DEBIT CARD.**



# GovPAYNET ADVANTAGES TO GOVERNMENT

## EFFICIENCY AND FLEXIBILITY

**Multiple Fee Options** – The GovPayNet payment processing solution is provided at **no cost** to government agencies, although we also support flexible pricing models including options for agencies to absorb the service fee otherwise collected from cardholders.

**No Operating Costs** – The GovPayNet system is a fully Internet-based solution, so there are no hardware or software costs, and no costs for training.

**Chargebacks “On Us”** – Once a payment is made, it’s final. For added convenience, GovPayNet handles all reversals, chargebacks, re-presentments, and consumer disputes.

## HELP FOR YOUR STAFF WHERE AND WHEN IT COUNTS

**Lower Costs** – Save staff time through improved and expanded payer self-service opportunities.

**Fast Payment Processing** – GovPayNet’s all-Internet system processes a requested payment on average in as little as **just over one second**.

**Electronic Settlement** – GovPayNet direct deposits funds for the prior day’s activity on **the next banking day**.

**Flexible System** – The GovPayNet solution can be implemented without system integration, but can also integrate with nearly any existing business accounting or cashiering system.

**Online Reporting & Tracking** – GovPayNet provides access to online reporting and tracking tools so agencies always know the status of payments and deposits **in real time**.

**Payment Access 24/7** – GovPayNet can process payments around the clock.

## SO MANY WAYS TO PAY

### On-site with **Gov\$wipe**®:

- Our Internet-based, countertop payment solution
- Automates data entry during payment
- Easy set-up, connects to Internet-enabled computer via USB
- No phone line or power source needed

### Online:

- GovPayNow.com
- Agency-specific landing pages and agency search functionality make it easy for payers to make online payments at their convenience

### By Phone:

- 1-888-604-7888 Payment Hotline
- Fully-staffed, bilingual call center with **Live Operators** to take payments and handle cardholder questions about their payments



**To learn more about how your agency can benefit from GovPayNet:**

Call: 1-888-561-7888

Email: [info@govpaynet.com](mailto:info@govpaynet.com) [sales@govpaynet.com](mailto:sales@govpaynet.com) [marketing@govpaynet.com](mailto:marketing@govpaynet.com)

Visit Us Online: [www.GovPayNet.com](http://www.GovPayNet.com)

# GOVPAYNET SERVICE FEE SCHEDULES

## Non-Criminal Justice #1

© 2012 Government Payment Service, Inc.

### NON-CRIMINAL JUSTICE PAYMENTS - #1

| Service Fees for Payments made via Internet (Web/ Gov\$wipe <sup>®</sup> ) |   |                    |        | Service Fees for Telephone-Assisted Payments (Call Center/Live Agent) |   |                    |         |
|--|---|--------------------|--------|---|---|--------------------|---------|
| Transaction Range  |   | Service Fee Amount |        | Transaction Range   |   | Service Fee Amount |         |
| \$0.01   | ➤ | \$50.00            | \$1.50 | \$0.01  | ➤ | \$50.00            | \$5.50  |
| \$50.01  | ➤ | \$75.00            | \$1.75 | \$50.01   | ➤ | \$75.00            | \$5.75  |
| \$75.01  | ➤ | \$100.00           | \$3.00 | \$75.01   | ➤ | \$100.00           | \$7.00  |
| \$100.01   | ➤ | \$150.00           | \$5.00 | \$100.01  | ➤ | \$150.00           | \$9.00  |
| \$150.01   | ➤ | \$200.00           | \$7.00 | \$150.01  | ➤ | \$200.00           | \$11.00 |

For each additional increment of \$50.00, or portion thereof, add \$1.75.

For each additional increment of \$50.00, or portion thereof, add \$1.75.

