



HAMBURG CITY COUNCIL AGENDA SEPTEMBER 8, 2020

1. **Call City Council Meeting to Order at 7:00 PM**
 - **Pledge of Allegiance**

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

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

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Payment of Added August Claims (\$5,553.77)**
 - **Approve Payment of September Claims (\$)**
 - **Approve Minutes for August 18, 2020**
 - **Approve Time-Off Request (Jeremy Gruenhagen)**
 - **August Utility Billing Delinquency Report**
 - **Carver County Small Business Emergency Assistance Fund**

5. **Hamburg Fire Department**
 - **CARES Act Monies**
 - **COVID-19 Related Items**
 - **Required City Contribution (Statewide Volunteer Firefighter Plan)**

6. **Old City Business**
 - **Building Permit for Kevin Subart (340 Railroad Street)**
 - **Generator for Community Hall (County/City Cost Share)**
 - **Letter to Joe Hubler (411 Maria Avenue)**
 - **Tractor Pull/Kickball Tournament (September 26th)**
 - **Sanitary Sewer Capacity**
 - **Municipal Recycling and Waste Agreement (Waste Management)**
 - **Water Tower/Water Main Improvement Project (Update)**
 - **Seal Old Water Well**
 - **Public Nuisances**
 - **710 Park Avenue**



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 8, 2020***

7. New City Business

- Application for Conditional Use Permit (USS Martha Solar, LLC)
- Clarke Mosquito Control Schedule (Additional Treatments for 2020)
- 2021 Proposed Budget
 - 2021 Budget Workshop Date(s) (September 15th)
 - Hold Second Council Meeting on September 22, 2020

8. City Council Reports

- Councilmember Jason Buckentin
- Councilmember Tim Tracy
- Councilmember Scott Feltmann
- Councilmember Eric Poppler
- Mayor Chris Lund

9. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 8, 2020***

COMMUNITY HALL & PARK ACTIVITIES

SEPTEMBER

- 19 – HFD (Softball)**
- 21 – Hamburg Lions Club (Park)**
- 26 – Tractor Pull/Kickball Tournament**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

SEPTEMBER

- 1 – Mayors In**
- 7 – City Offices Closed (Labor Day)**
- 7 – HFD Training**
- 7 – Hamburg Lions Club**
- 8 – City Council Meeting – 7:00 PM**
- 8 – Young America Township Meeting**
- 22 – City Council Meeting**
- 28 – Hamburg Fire Dept (Relief Assoc.) Meeting**

OCTOBER

- 5 – HFD Training**
- 5 – Hamburg Lions Club**
- 6 – Mayors In**
- 13 – Young America Township Meeting**
- 13 – Hamburg City Council Meeting – 7:00 PM**
- 19 – Hamburg Lions Club**
- 26 – HFD (Relief Assoc) Meeting**

2020 August Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July 2020	\$3,776.02	8/18/2020
ACH	MN Dept. of Revenue	Divided	July 2020 State Withholding Tax Payment	\$622.00	8/18/2020
ACH	PERA	Divided	PERA Withholding - August 2020	\$474.93	8/18/2020
ACH	PERA	Divided	PERA Withholding - August 2020	\$482.29	9/8/2020
ACH	HealthPartners	Divided	Health Insurance for August 2020	\$4,158.10	8/18/2020
ACH	Google	General Gov't	Email Account Service for July 2020	\$108.00	8/18/2020
ACH	Greg Schultz	Divided	Wages 7-27-20 to 8-09-20	\$1,961.51	8/18/2020
ACH	Mel Sprengeler	Divided	Wages 7-27-20 to 8-09-20	\$365.71	8/18/2020
ACH	Tamara Bracht	Divided	Wages 7-27-20 to 8-09-20	\$569.80	8/18/2020
ACH	Jeremy Gruenhagen	Divided	August Wages	\$1,979.13	8/18/2020
ACH	Kwik Trip	Public Safety (FD)	Fuel for Engine 11	\$51.78	8/18/2020
ACH	Optum	General Gov't	HSA Admin Fee's for City Employees 3rd Qtr 2020	\$22.50	8/18/2020
ACH	Greg Schultz	Divided	Wages 8-10-20 to 8-23-20	\$1,756.92	9/8/2020
ACH	Mel Sprengeler	Divided	Wages 8-10-20 to 8-23-20	\$362.93	9/8/2020
ACH	Tamara Bracht	Divided	Wages 8-10-20 to 8-23-20	\$823.65	9/8/2020
ACH	Jeremy Gruenhagen	Divided	August Wages	\$2,047.98	9/8/2020
Debit Card	Hamburg Post Office	Divided	6 Rolls Postcard Stamps, 1 Roll Forever Stamps	\$265.00	8/18/2020
Debit Card	USPS	General Gov't	18th COVID Newsletter EDDM Postage	\$67.77	8/18/2020
Debit Card	ZOOM	General Gov't	Audio/Video Conferencing App	\$16.09	8/18/2020
Debit Card	Hamburg Post Office	Water	Sent Water Samples	\$31.35	8/18/2020
Debit Card	Kwik Trip	General Gov't	Food/Drinks for Election Judges	\$39.09	8/18/2020
Debit Card	Hamburg Post Office	Water	Postage to send Water Sample to MN Dept. of Health	\$31.35	8/18/2020
Debit Card	USPS	General Gov't	19th COVID Newsletter EDDM Postage	\$67.94	8/18/2020
Debit Card	UPS Store	Water	Overnight Water Samples	\$12.06	9/8/2020
Debit Card	USPS	General Gov't	20th COVID Newsletter EDDM Postage	\$67.94	9/8/2020
20208	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for July	\$33.13	8/18/2020
20209	CarQuest Auto Parts	Public Safety (FD)	(2) Dual Terminal Batteries for Gamma Goat	\$287.60	8/18/2020
20210	CarverLink/Jaguar	Divided	Telephone/Internet Services for April, May, July	\$538.47	8/18/2020
20211	Carver County	Public Safety (FD)	Overtime Pay for Officer Arnst from Pay Period 6/22/20 -	\$34.21	8/18/2020
20212	Cintas	Hall	Cleaning Supplies	\$103.39	8/18/2020
20213	Clarke Mosquito	Public Safety (FD)	Mosquito Control for 2020 Final Payment	\$1,325.00	8/18/2020
20214	Coordinated Business Services	General Gov't	Intermedia Services and Equipment	\$61.75	8/18/2020
20215	ECM Publishers, Inc.	General Gov't	Election Filing Notice	\$41.58	8/18/2020
20216	Emergency Response Solutions	Public Safety (FD)	Boots for Rescue Reserve Sharon Erich	\$584.99	8/18/2020
20217	Gopher State One	Divided	July Locates (13)	\$17.55	8/18/2020
20218	Hawkins Chemicals	Water	Chemicals for Water Treatment Plant	\$593.63	8/18/2020
20219	Henning Excavating	Water	Repair Water Main Break near 331 Maria Avenue	\$3,593.00	8/18/2020
20220	Hoff Barry P.A.	General Gov't	Development Document Review, Revisions, and Correspondence	\$1,128.00	8/18/2020
20221	Home Solutions	Divided	Entry Lockset, Keys made for Water Tower	\$54.20	8/18/2020
20222	Melchert-Hubert & Sjodin, PLLP	General Gov't	Litigation Correspondence	\$1,550.40	8/18/2020
20223	Menards	Divided	Dish Soap, Gate Palls, Acrylic Sheet, Velcro, Bathroom I	\$156.31	8/18/2020
20224	Mini Biff Inc.	Park & Rec.	Handicap Mini Biff Rental with Damage Waiver	\$139.74	8/18/2020
20225	Minnesota Pump Works	Sewer	Main Lift Station Pump Repairs	\$612.50	8/18/2020
20226	MNSPECT	Public Safety (FD)	Residential Permit HB-2020-00023 (Foundation) 310 Lou	\$85.69	8/18/2020
20227	Municipal Emergency Response	Public Safety (FD)	Kocheck Gate Valve	\$756.47	8/18/2020
20228	MVTL Labs	Water	Lab Fees for New Water Tower Sample Tests	\$50.00	8/18/2020
20229	Plunkett's Pest Control	Hall	General Pest Control at Hall, CC, FD	\$139.12	8/18/2020
20230	S.E.H. Inc.	Divided	Water Tower, Mill & Overlay, Looping Projects	\$5,162.71	8/18/2020
20231	Verizon Wireless	General Gov't	(7) Cell Phone Lines 6/25/20-7/24/20	\$302.12	8/18/2020
20232	W.W.O.T.A Inc.	Divided	Water/Wastewater Training & Assistance for July 2020	\$736.88	8/18/2020
20233	Wm. Mueller & Sons	Divided	Fuel, Street Patching, Class 5 Rock	\$1,812.66	8/18/2020
20234	Xcel Energy	Divided	Electricity / Natural Gas Services	\$1,125.39	8/18/2020
20235	Ashlie Scheuble	Hall	Hall Deposit Refund Due to COVID-19 Cancellation	\$150.00	8/18/2020
20236	Bolton & Menk, Inc.	General Gov't	Professional Services June 13 - July 10, 2020	\$160.00	8/18/2020
20237	Bound Tree Medical	Public Safety (FD)	AED Ready Kit	\$44.99	8/18/2020
20238	Canon Financial	General Gov't	Canon Copier Gov't Contract for August	\$33.13	8/18/2020
20239	CarverLink/Jaguar	Divided	Telephone/Internet Services August 2020	\$160.53	8/18/2020
20240	Henning Excavating	Public Works (Streets)	Water Main Repairs by 679 Park Avenue (Car Wash)	\$4,926.00	8/18/2020
20241	Loffler Companies, Inc.	General Gov't	July Copies	\$181.92	8/18/2020
20242	Melchert-Hubert & Sjodin, PLLP	General Gov't	Litigation, COVID-19, Unemployment Benefits	\$212.80	8/18/2020
20243	Menards	Divided	Dish Soap, Garbage Bags, Batteries	\$47.33	8/18/2020
20244	Mini Biff, Inc.	Park & Rec.	Handicap Mini Biff Rental, Damage Waiver	\$139.74	8/18/2020
20245	Mn Dept. of Health	Water	Community Water Supply Service Connection Fee	\$518.00	8/18/2020
20246	Plunkett's Pest Control	General Gov't	City Hall and FD	\$39.37	8/18/2020
20247	UFC	General Gov't	Weed Spray for City Grounds and Ponds	\$67.83	8/18/2020
20248	USA Blue Book	Water	HACH Flouride, pH Buffer Pack	\$123.78	8/18/2020
20249	Wm. Mueller & Sons, Inc.	Public Works (Streets)	2020 Street Improvement Project	\$94,400.70	8/18/2020
20250	Xcel Energy	Divided	Electricity/Natural Gas Services	\$2,056.83	8/18/2020
				\$144,451.28	
			August Claims	\$138,897.51	8/18/2020
			Added August Claims	\$5,553.77	9/8/2020
				\$144,451.28	



HAMBURG CITY COUNCIL MEETING
AUGUST 18, 2020

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 p.m. Those in attendance were Council Members Tim Tracy, Eric Poppler, and Jason Buckentin, City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Scott Anderson, Scott Qualle with MNSPECT, Ron Blum with Melchert-Hubert & Sjodin, residents Kevin Subart, and Kayleen Weverka. Councilman Scott Feltmann was absent.

Agenda Review (Added Items) and Adoption

MOTION: Councilman Tim Tracy moved to approve the Agenda as written. Seconded by Councilman Jason Buckentin. The motion was approved in the absence of Councilman Scott Feltmann.

Consent Agenda

- Approve Payment of Added April Claims (\$99.50)
- Approve Payment of Added May Claims (\$1,435.70)
- Approve Payment of Added July Claims (\$14,010.95)
- Approve Payment of August Claims (\$138,897.51)
- Approve Amended Minutes for June 9, June 23, and July 14, 2020
- Approve Liability Coverage Waiver Form (LMCIT)
- Approve Cash Flow Statement for May/June 2020
- Approve Time-Off Request (Jeremy Gruenhagen)
- Approve Time-Off Request (Greg Schultz)
- July Utility Billing Delinquency Report
- Carver County Small Business Emergency Assistance Fund
- Mediacom Contract (NFL Network/Red Zone)

MOTION: Councilman Jason Buckentin moved to approve the Consent Agenda. Seconded by Councilman Tim Tracy. The motion was approved in the absence of Councilman Scott Feltmann.

Hamburg Fire Department

- CARES Act Monies
 - COVID-19 Related Items
 - There have been no new COVID related purchases. Looking at new Turnout Gear for FD Members, we would benefit from an extractor to keep gear clean and safe.
 - City Clerk Jeremy Gruenhagen expressed using a portion of the monies to update audio equipment in Council Chambers, and the idea of outfitting each Councilmember with a Chromebook for ease of distributing and storing Agenda Packets.
 - Mayor Lund requested that Chief Anderson prioritize the FD's list of wants for the next Council Meeting.
- 2021 Required City Contribution (Statewide Volunteer Firefighter Plan)



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- HFD is looking at increasing the payout amount and the impact to the budget.

Old City Business

- Building Permit for Kevin Subart (340 Railroad Street)
 - Recap: Kevin Subart's planner has come up with drawings that he feels will sufficiently meet the building code requirements. Kevin will get said drawings to Scott Qualle with MNSPECT on or before September 1, 2020. In turn, Scott Qualle will have reviewed the plans and report findings to the City Council at the September 8th Council Meeting. Ron Blum with Melchert-Hubert & Sjodin is available to assist the city in resolving this matter.
- Water Tower/Water Main Improvement Project (Update)
 - Two items left to complete the project.
 - 1. Sealing Well #1 at old pump house (includes inspection)
 - 2. Grouting the bottom portion of New Tower
 - Looking at tree replacement options with next years budget.
- 2020 Street Improvement Project (Jacob Street)
 - Speed Limit/Signage – looking into options to slow down traffic through town. Many complaints are being received. City Clerk Jeremy Gruenhagen will inquire with Sheriff's office for extra patrol during the road construction re-route. Other brain storming ideas were voiced like installing speedbumps, flashing stop signs, children at play signs with flags.
 - Mayor Lund asked Jeremy Gruenhagen to check if our speed sign collects data that we could share with the sheriff's office.
 - A 3-foot-wide spot was discovered on Jacob Street that has sunk about 1 inch. It is unknown at this time why this has occurred. We have been advised to allow the spot to go through a freeze/thaw cycle and review the area in the spring for any changes.
- Public Nuisances
 - 619 David Avenue – Progress is being made
 - Ford Expedition (Brad Street) – Deputy identified and spoke with owner. They have until the end of the month to license it or have it removed.

New City Business

- Estimates/Quotes for New Audio/Video Recording Equipment
 - EPA Audio, Visual Inc., and Blaisdell Tech. both provided quotes. CARES Act money can be used for this purchase as we will continue to offer Council Meetings to the public thru the ZOOM app.
 - ***MOTION: Councilman Tim Tracy moved to approve the bid from EPA Audio, Visual Inc. in the amount of \$2.047.00 for***



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audio equipment. Seconded by Councilman Jason Buckentin. The motion was approved in the absence of Councilman Scott Feltmann.

- Estimates/Quotes for New Pump for Lift Station
 - **MOTION: Councilman Tim Tracy moved to approve the purchase of a new pump through MN Pump Works in the amount of \$10,261.00. Seconded by Councilman Jason Buckentin. The motion was approved in the absence of Councilman Scott Feltmann.**
- Generator for Community Hall (County/City Cost Share)
 - Council liked this idea. Jeremy Gruenhagen will contact Carver County and have more info. at next Council Meeting.
- Letter to Joe Hubler (411 Maria Avenue)
 - We are trying to identify who owns the Old City Hall Building. It has been in disrepair for many years and has now become a safety hazard due to falling bricks and shingles. Council gave the go ahead to send the letter.
- Big Rib Jig Community Festival (September 26th)
 - The rib contest portion and the crafter show have been cancelled. The tractor-pull organizers want to forge ahead with their event. City staff will work with them to see if it is feasible at this time.
- Sanitary Sewer Capacity
 - In order for Hamburg to grow, we need to be aware of our sewer capacity.
 - **MOTION: Councilman Tim Tracy moved to approve the City Engineer perform a Sanitary Sewer Capacity Study. Seconded by Councilman Eric Poppler. The motion was approved in the absence of Councilman Scott Feltmann.**
- 2021 Proposed Budget
- 2021 Prosecution Contract
 - Very similar in cost as previous years. No big surprises.
- 2021 Budget Workshop Dates
 - Special Budget meeting to be held September 15th
 - Final Budget meeting on September 22nd.

City Council Reports

Mayor Chris Lund – Received a flyer from a resident who is trying to put together a kickball tournament at the Bi-Centennial Park. City staff to look further into the possibility of holding the tournament.



***HAMBURG CITY COUNCIL MEETING
AUGUST 18, 2020***

MOTION: Councilman Jason Buckentin moved to adjourn the Hamburg City Council Meeting at 8:11 p.m. Seconded by Councilman Tim Tracy. The motion was approved in the absence of Councilman Scott Feltmann.

Submitted on August 19, 2020 by Deputy Clerk Tamara Bracht

Approved on September 4, 2020



Jeremy Gruenhagen
City Clerk/Treasurer

AUGUST DELINQUENCY REPORT 2020

NOTES	Account #	AMOUNT OVER DUE	CURRENT BILL		ACCOUNT BALANCE	PAYMENTS	UPDATED BALANCE
			AUGUST USAGE				
last payment: Paid							
14-May	01-00017617-00-9	\$387.93	\$118.53	=	\$506.46		
6-Jul	01-00011881-00-4	\$147.18	\$132.68	=	\$279.86		
9-Jul	01-00017613-00-5	\$377.30	\$133.91	=	\$511.21		
30-Jul	01-00015812-00-0	\$93.16	\$83.16	=	\$176.32		
	01-00005360-00-5	\$160.28	\$184.36	=	\$344.64	\$200.00	\$144.64
	01-00006291-00-7	\$130.97	\$116.82	=	\$247.79	\$247.79	\$0.00
	01-00015801-00-6	\$106.70	\$112.71	=	\$219.41	\$97.00	\$122.41
24-Jul	01-00012430-00-9	\$111.05	\$97.77	=	\$208.82		
13-Jul	01-00007625-00-7	\$375.52	\$159.40	=	\$534.92		
30-Jul	01-00009321-00-0	\$110.93	\$100.69	=	\$211.62		
24-Jul	01-00015811-00-9	\$113.04	\$98.54	=	\$211.58		
31-Jul	01-00006190-01-2	\$160.83	\$151.13	=	\$311.96		
24-Jul	01-00003619-00-2	\$82.54	\$103.15	=	\$185.69		
	01-00009351-00-9	\$151.18	\$145.29	=	\$296.47	\$137.43	\$159.04
	01-00017621-00-6	\$518.07	\$210.72	=	\$728.79	\$518.07	\$210.72
17-Apr	01-00002490-00-4	\$658.35	\$72.39	=	\$730.74		
10-Aug	01-00012330-00-2	\$165.98	\$136.71	=	\$302.69		
31-Jul	01-00009350-00-8	\$142.74	\$140.99	=	\$283.73		
	01-00017615-00-7	\$437.43	\$156.37	=	\$593.80		
	01-00006145-00-9	\$166.56	\$148.16	=	\$314.72	\$151.42	\$163.30
PAYMENT PLAN							
		\$1,362.48	\$1,104.58	=	\$2,467.06	\$544.79	\$267.05

Statewide Volunteer Firefighter Plan

MODEL RESOLUTION

CITY OF _____

RESOLUTION No. _____

A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE VESTED IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

The City Council of the City of _____, Minnesota, does ordain:

WHEREAS: The City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS: The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and

WHEREAS: The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, MINNESOTA:

- 1) The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$ _____ benefit level per year of service, effective January 1, 20____; and
- 2) The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Councilmember _____ and was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:



September 1, 2020

PERA ID 5074-00

Governing Body and Fire Chief
 Hamburg VFD

cityadmin@cityofhamburgmn.com; chief1@cityofhamburgmn.com

We received your request for a cost analysis to estimate the cost of increasing the benefit level in the Statewide Volunteer Firefighter Plan administered by PERA. Based on current information, we have developed this spreadsheet and a cost analysis for the benefit levels you requested. The results are shown below.

A. Benefit Level (per year of service):	\$ 1,900	\$ 2,000	\$ 2,100	\$ 2,200
B. Projected Present Assets 12/31/2020 [Attached]	540,799	540,799	540,799	540,799
C. Accrued Liability 12/31/2020 [Attached]	484,817	502,842	520,866	538,926
D. Surplus/ (Deficit) [B-C]	55,981	37,957	19,933	1,873
E. Funding Ratio at 12/31/2020 [B/C]	112%	108%	104%	100%
F. Accrued Liability 12/31/2021 [Attached]	529,259	549,269	569,280	589,338
G. Financial Requirement: Increase in Liability [F -C]	44,441	46,428	48,414	50,412
H. Financial Requirement: PERA Fees [\$30/member]	840	840	840	840
I. Financial Requirement: 1/10th of Deficit/(Surplus, if 3rd yr) [D/10]	(5,598)	(3,796)	(1,993)	(187)
J. Financial Requirement: Total [G+H+I]	39,683	43,472	47,261	51,065
K. Reductions to Financial Requirement:				
Projected Fire State Aid [2020 Amount @1.035]	14,207	14,207	14,207	14,207
Investment Earnings [6% on Projected Present Assets]	32,448	32,448	32,448	32,448
L. Estimated Required Contribution [J-K]	None	None	\$ 606	\$ 4,410

Please note that these are estimates only. The figures shown above on Line L are estimates of required contributions that would be due on December 31, 2021 and beyond at the given benefit levels.

The estimate calculations were based on member information that was available at the time of preparing the analysis. Please review the membership data and make any corrections to that data. If you return that to me, I will prepare an updated cost estimate for you to review.

If you have any questions, please do not hesitate to contact me by phone (651-201-2666) or by email at sharyn.north@mnpera.org.

Sincerely,

Sharyn North

Sharyn North
 Principal Accounting Officer, PERA

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 8, 2020, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Wastewater Analysis.

Client's Authorized Representative: Jeremy Gruenhagen

Address: PO Box 248
Hamburg, MN 55339

Telephone: 952.467.3232 **email:** hamburgcityhall@gmail.com

Project Manager: Justin Black, PE (Lic. MN)

Address: PO Box 308
Hutchinson, MN 55350

Telephone: 952.913.0702 **email:** jblack@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Scope of services includes review of existing flows to the wastewater ponds, review of design capacity of the wastewater pond system, and a calculation of the available capacity in the wastewater treatment system. A technical memorandum will be provided to the City outlining the findings.

The City will provide the following information:

- At least three years of DMR data
- A copy of their current NPDES permit
- Plans of their existing pond system

Schedule: We will begin our services upon receipt of a signed copy of this Supplemental Letter Agreement and complete our services within one month form receipt of the signed copy.

Payment: The lump sum fee for SEH's services is \$2,500 including expenses and equipment.

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

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

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Short Elliott Hendrickson Inc.

City of Hamburg, Minnesota

By: 
Justin Black

By: _____

Title: Client Service Manager

Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Hamburg, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 8, 2020

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

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

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

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

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MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on _____, 2020 (the "Effective Date"), by and between Hamburg, Minnesota, a municipal corporation created under the laws of the State of Minnesota ("City"), and **Waste Management of Minnesota, Inc.** ("WM"), a Minnesota corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;
- B. WM and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained with 96-gallon Carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- d. Residential Unit – shall mean a dwelling within the corporate limits of the City. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on September 1, 2020, and ending on August 31, 2025, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 172 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit has already been provided a 32 gallon, 64 gallon or 96-gallon Cart for Acceptable Waste and a separate 32 gallon, 64 gallon or 96-gallon Cart for Recyclable Materials. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste and a separate 96-gallon Cart for Recyclable Materials as they Units are added to the City. The Carts and equipment WM furnishes Residents and the City shall remain WM's property.
 - ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and City. Collections shall occur during ordinary hours but in no instance earlier than ____ am. All Acceptable Waste must be placed at the curb for collection no later than 7:00 A.M. on scheduled day of collection. WM reserves the right to change the service day with advance written notice to the City and Residents.
 - iii. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on an every other weekly or bi-weekly basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. WM reserves the right to change the service day with advance written notice to the City and Residents.
 - iv. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include yard waste collection, bulk or white goods collection, construction or demolition waste collection, or Christmas tree collection. Services to commercial establishments are not covered by this Agreement.
 - v. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
 - vi. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday

- vii. Cart Replacement. WM shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- viii. City Facilities. WM will provide, at no additional charge, Acceptable Waste and Recyclables collection for the following City facilities and parks are Community Center/Fire Hall, Community Hall, City Parks and Water Treatment Plant.
- ix. City Annual Spring Clean up. WM will provide dumpsters for metals, electronics, tires and appliances for a City wide cleanup with no additional equipment or labor charges to the City. The City will be responsible for disposal fees listed on Exhibit B and applicable taxes.
 - b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
 - c. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
 - d. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
 - e. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
 - f. Exclusive. The City grants the exclusive right to perform the Residential Services set forth in this Agreement. The City agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the City

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 172 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

V. FEES AND PAYMENTS

- a. Service Fee per Residential Unit. The fees per Residential Unit, per month, ~~shall be _____ (\$ _____) are set forth on Exhibit B. The monthly fee paid to WM by the City shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount].~~
- b. Annual Increase. ~~Annually, the monthly fee per Residential Unit shall be adjusted on each anniversary of the effective date of this Agreement by three percent (3%).~~
- c. Invoices and Payment. WM will submit monthly invoices to the City Residential Unit and the City Residential Unit shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date. In the event that payment is not made when due, WM retains the right to suspend service until the past due balance is paid in full.
- d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

VI. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

X. MISCELLANEOUS PROVISIONS

a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.

b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.

g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Minnesota, Inc.

Signature: _____
 Printed _____
 Name: _____
 Title: _____

Town of Hamburg, Minnesota

Signature: _____
 Printed _____
 Name: _____
 Title: _____

**EXHIBIT A
SINGLE STREAM SPECIFICATIONS**

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper	NON-
PET bottles with the symbol #1 – with screw tops only	Mail	
HDPPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)	
HDPE plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper	
Steel and tin cans	Old corrugated containers/cardboard (uncoated)	
Mass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets	

RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public or materially impair the strength or the durability of WM's structures or equipment.

WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay WM for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

WM reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by WM.

V6 February 2019

Exhibit B
Rates

Monthly Acceptable Waste and Recyclable Material Rates per Residential Unit

	2020	2021	2022	2023	2024
32 Gallon Cart	\$9.13	\$9.31	\$9.31	\$9.38	\$9.48
64 Gallon Cart	\$10.21	\$10.41	\$10.41	\$10.62	\$10.94
96 Gallon Cart	\$11.63	\$11.86	\$11.86	\$12.10	\$12.46
Every other Week Recyclables	\$3.40	\$3.3747	\$3.4737	\$3.54	\$3.65

Trash rates are for residential collection in WM supplied carts, transfer, and disposal for Residential Units. Recycling rates are for every other week residential collection with WM supplied carts, transfer, and material processing.

NOTICE OF PUBLIC HEARING
COUNTY OF CARVER
CHASKA, MINNESOTA

Application for a Conditional Use Permit

The regularly scheduled Carver County Planning Commission meeting to be held on Tuesday, September 15, 2020, and pursuant to Minnesota Statute 13D.021 has been determined that an in-person meeting is not practical or prudent because of a health pandemic (COVID-19). This meeting will be conducted as soon as possible after 7:00 p.m. via conference call. All persons having an interest in the matter and wish to provide written public comments related to the meeting can do so at: LandManagement@co.carver.mn.us, or by mail. Written comments received by 12:00 PM (noon) Tuesday, September 8, 2020, will be part of the public record and will be available for review by the Planning Commission prior to the meeting. Please include your full name and address for the record. If you would like to join the conference call please contact Land Management for the phone number and an access code, prior to the September 15, 2020 meeting.

The Carver County Planning Commission will hold a public hearing to consider the application of Cullen Kobayashi representing USS Martha Solar, LLC for a Conditional Use Permit pursuant to Chapter 152 of the County Code.

The application is being made for the following described property (full legal description is on file with the application):

Approx. 7.3 acres in the E ½ of the NW ¼ of Section 33, Young America Township
Address: Vacant land owned by Herbert & Eldora Glander

If approved, this Conditional Use Permit (CUP) would allow USS Martha Solar, LLC. to construct, operate and maintain a 1 Mega-Watt solar garden on the above described property. The County Code allows solar energy systems (SES) up to 1 MW as a Conditional Use.

All persons interested are invited to attend the hearing and be heard on this matter. Written comment may be mailed to:

Land Management Department
Carver County Government Center
600 East 4th St
Chaska, MN 55318-2102
(952) 361-1820

Carver County Planning Commission
By: Jason Mielke
Land Use Manager

Date to Publish: September 3, 2020

Chaska Herald, News & Times

To be billed to: Public Services Division
Land Management Department at the address above

END



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Clarke Mosquito Schedule

Brian Erickson <berickson@clarke.com>

Thu, Aug 27, 2020 at 9:43 AM

To: "cityadmin@cityofhamburgmn.com" <cityadmin@cityofhamburgmn.com>

Jeremy,

Tuesday was the last scheduled mosquito treatment for Hamburg. If you would like to add any more please let me know.

- Add'l Spraying \$ 319.00

Thanks

Brian Erickson

Site Manager

Mosquito & Aquatic Weed Services



20061 Edison Circle East

Clearwater, MN 55320

berickson@clarke.com

320-558-9005 Office