



HAMBURG CITY COUNCIL AGENDA JULY 16, 2024

1. **Call City Council Meeting to Order**
 - **Pledge of Allegiance**
2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
3. **Agenda Review (Added Items) and Adoption**
4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Payment of Added June 2024 Claims (\$19,472.92)**
 - **Approve Payment of July 2024 Claims (\$67,525.41)**
 - **Approve Minutes for April 16, 2024/May 4, 2024/June 11, 2024**
 - **Time-Off Request (Jeremy Gruenhagen)**
 - **Approve Cash Flow Statement for May 2024**
 - **Delinquent Utility Bills Report**
 - **League of MN Cities Dues Increase**
 - **Interim Zoning Ordinance Emergency Moratorium on Cannabis Businesses in Carver County**
5. **Nathan Fillbrant – Cub Scouts Pack 361**
 - **Use of Community Hall**
6. **Hamburg Fire Department**
 - **Mark Plantz Resignation**
 - **Radio Data Access Agreement with Carver County**
 - **National Night Out – August 6, 2024**
7. **Old City Business**
 - **2024 Street Improvement Project (Brad Street)**
 - **City Account on Social Media (Comments)**
 - **City Electronic Sign Repair Estimate**
 - **Park Flag Pole**
 - **Old Generator (Sell)**
 - **PW Jason Buckentin - Pay Raise Effective Date**
 - **Public Nuisances (Declare)**



HAMBURG CITY COUNCIL AGENDA
JULY 16, 2024

8. New City Business

- **Move August 13th City Council Meeting (Primary Election)**
 - **Filing Period: July 30 to August 13, 2024**
- **CUP Permit for Emanuel Lutheran Church**
- **Earned Sick and Safe Time Policy**
- **Park Incidents – July 13 & 15, 2024**
- **TextMyGov Proposal**

9. City Council Reports

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

10. Adjourn City Council Meeting



HAMBURG CITY COUNCIL AGENDA
JULY 16, 2024

COMMUNITY HALL & PARK ACTIVITIES

JULY

- 4 – Park Rental**
- 7 – Park Rental (4-H)**

AUGUST

- 6 – National Night Out (Park)**
- 19 – Hamburg Lions Club (Park)**
- 31 – Community Hall Rental**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

JULY

- 1 – Mayor In Time – 5:00 PM**
- 1 – Hamburg Lions Board Meeting**
- 1 – HFD Training**
- 4 – Independence Day – City Offices Closed**
- 9 – Young America Annual Township Meeting**
- 15 – Hamburg Lions Club**
- 16 – Hamburg City Council Meeting – 7:00 PM**
- 29 – Hamburg Fire Dept. (Relief Association) Meeting**

AUGUST

- 4 – 4-H Meeting**
- 5 – Mayor In Time – 5:00 PM**
- 5 – Hamburg Lions Board Meeting**
- 5 – HFD Training**
- 13 – Primary Election 7:00 AM to 8:00 PM**
- 20 – Hamburg City Council Meeting (?)**
- 26 – Hamburg Fire Dept. (Relief Association) Meeting**

2024 June Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - May 2024	\$3,564.00	6/11/2024
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - May 2024	\$697.00	6/11/2024
ACH	PERA	Divided	PERA Withholding - May 2024	\$885.88	6/11/2024
ACH	PERA	Divided	PERA Withholding - June 2024	\$573.31	6/11/2024
ACH	PERA	Divided	PERA Withholding - June 2024	\$597.80	7/16/2024
ACH	HealthPartners	Divided	Health Insurance for June 2024	\$3,191.20	6/11/2024
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for May 2024	\$20.00	6/11/2024
ACH	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for May 2024	\$9,382.09	6/11/2024
ACH	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for May 2024	\$1,619.94	6/11/2024
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 05/16/24 to 06/15/24	\$75.45	6/11/2024
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$201.60	6/11/2024
ACH	Verizon Wireless	General Gov't	City Cell Phone/iPads for HFD	\$129.12	7/16/2024
ACH	Viking Bottling Co.	Hall	Pop for Hal	\$199.25	7/16/2024
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.33	6/11/2024
DC	Hamburg Post Office	Water/Sever	Postcard Stamps (2 Rolls)	\$106.00	6/11/2024
DC	Intuit.com	General Gov't	QuickBooks Online Monthly Payment	\$42.50	7/16/2024
DC	Amazon	Sewer	Dawn Platinum Dish Soap for Lift station	\$15.16	6/11/2024
DC	Amazon	Gen Govt Bldgs.	Telescoping Wand, 4-Stage, 24' Length, 4000 psi, 200 Degree F, 8.0 GPM,	\$152.99	7/16/2024
DC	Amazon	Sewer	Dawn Platinum Dish Soap for Lift station	\$15.16	7/16/2024
DC	Amazon	Gen Govt Bldgs.	Copy Paper (10 Reams)	\$44.99	7/16/2024
DC	Amazon	Park/Water	Flagpole Light Kit, Flagpole Rope Kit, Disposable Gloves, Door Sweep	\$121.66	7/16/2024
DC	Amazon	Water/GG Bldgs	Hydrogen Peroxide/Pressure Washer Sling Strap Belt	\$35.38	7/16/2024
DC	UPS	Water	Overnight Water Samples	\$31.29	7/16/2024
DC	US Postal Service	General Gov't	June 14, 2024 Newsletter	\$80.59	7/16/2024
DD	Jan Shoemaker	Divided	Wages 5/20/24 to 6/02/24	\$1,021.68	7/16/2024
DD	Jason Buckentin	Divided	Wages 5/20/24 to 6/02/24	\$1,946.87	7/16/2024
DD	Steve Frensko	Park	Wages 5/20/24 to 6/02/24	\$631.92	7/16/2024
DD	Jeremy Gruenhagen	Divided	June Wages (Rounds)	\$2,361.08	7/16/2024
DD	Jan Shoemaker	Divided	Wages 06/03/2024 to 06/16/2024	\$1,088.24	7/16/2024
DD	Jason Buckentin	Divided	Wages 06/03/2024 to 06/16/2024	\$1,990.55	7/16/2024
DD	Steve Frensko	Park	Wages 06/03/2024 to 06/16/2024	\$620.77	7/16/2024
DD	Jeremy Gruenhagen	Divided	June Wages (Rounds)	\$2,361.08	7/16/2024
22108	Abdo	General Gov't	Lease Crunch Subscription Fee	\$78.00	6/11/2024
22109	Bergen Inc	Park	Replay Sealcoat Project Completed on Maria Ave, Louisa St, Ballfield, end	\$17,798.00	6/11/2024
22110-12	Printing Error	Voided	Printing Error	Voided	6/11/2024
22113	Bartley Sales Co., Inc	Park	Toilet Accessories, Grab Bars	\$585.23	6/11/2024
22114	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for May 2024	\$66.79	6/11/2024
22115	Carver Link	General Gov't	Internet Services May 2024	\$120.00	6/11/2024
22116	Carver County (Sheriffs Office)	Public Safety	2nd Half Policing Contract	\$14,408.00	6/11/2024
22117	Clarke Mosquito Management, Inc.	Public Safety	Mosquito Control for 2024 Season	\$1,467.75	6/11/2024
22118	Coordinated Business Systems, Ltd	General Gov't	Monthly Equipment Base Rate for 05/01/2024 to 05/31/2024	\$57.91	6/11/2024
22119	Dammann Seed Sales	Park	Athletic Turf Mixture (1) #25lb. Bag	\$70.00	6/11/2024
22120	Ehlers Bond Trust Services	Stormwater	Annual Storm Sewer Bonds Disclosure Reporting 2024	\$850.00	6/11/2024
22121	Gopher State One Call	Water/Sewer	Email Tickets 4 at \$1.35	\$5.40	6/11/2024
22122	Hawkins Chemical	Water	Azone 15 - EPA Reg. No. 7870-5, 75 gal, Sodium Permanganate 20%, Hydro	\$5,627.83	6/11/2024
22123	Home Solutions	FD/Park/Water	Miscellaneous Hardware	\$82.46	6/11/2024
22124	League of Minnesota Cities	General Gov't	Workers Compensation Coverage Premium	\$7,669.00	6/11/2024
22125	Loffler Companies, Inc.	General Gov't	May 2024 Copies	\$65.20	6/11/2024
22126	Mid-County Coop	Park	Class Act NG 2x2.5 (2.5 qty), Ag Chemical Misc (1gal)	\$165.64	6/11/2024
22127	Minnesota Pump Works	Sewer	Repairs and Parts for New Grinder Station	\$40,040.00	6/11/2024
22128	MN Department of Health	Water	2nd Qtr. 2024 Comm. Water Supply Serv. Conn. Fee	\$498.00	6/11/2024
22129	Minnesota Pollution Control Agency	Sewer	Class D Test Certification	\$45.00	6/11/2024
22130	MNSPECT, LLC	Public Safety	(1) Building Permit	\$35.00	6/11/2024
22131	Municipal Emergency Services, Inc	Public Safety (FD)	SCBA Flow Test (15), Custom TECGEN15 Coat & Pant	\$1,983.81	6/11/2024
22132	MVTL Labs, Inc.	Sewer	Wastewater Lab Fees	\$491.00	6/11/2024
22133	Patriot	General Gov't	Subscription 52 Weeks	\$94.20	6/11/2024
22134	Performance Plus LLC,	Public Safety (FD)	Medical Evaluation and Mask Fit	\$1,832.50	6/11/2024
22135	Plunkett's Pest Control	General Gov't	Fire Department Service Date 3/04/2024	\$89.39	6/1/2024
22136	Route 1 Concrete	Hall	Pour New Concrete Community Hall Entrance	\$3,786.00	6/11/2024
22137	S.E.H. Inc.	Streets	General Engineering	\$3,414.40	6/11/2024
22138	Security & Sound Company	Park	Replace Existing Camera to Color Vue Night Vision	\$1,603.00	6/11/2024
22139	Swanson Plumbing Inc.	Park	Finish the Plumbing to remodel the Park restrooms	\$22,920.00	6/11/2024
22140	Thein Well	Water	Annual Inspection of Pumps and Wells	\$315.00	6/11/2024
22141	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for May 2024	\$1,301.25	6/11/2024
22142	Waste Management, Inc.	Sanitation	30 Yard Recycle Container for 05/16/24-05/31/24	\$296.04	6/11/2024
22143	Wm Mueller & Sons, Inc.	Streets/Park	Fuel for City Vehicles	\$633.18	6/11/2024
Transfer	Security Bank & Trust	General Fund	Transfer from General Fund to Fire Equipment CD	\$6,000.00	7/16/2024
				\$168,316.86	
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2024 July Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - June 2024	\$3,755.42	7/16/2024
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - June 2024	\$755.00	7/16/2024
ACH	MN Dept. of Labor	Divided	Building Permit Surcharge Report for 2nd Qtr. 2024	\$32.87	7/16/2024
ACH	HealthPartners	Divided	Health Insurance for July 2024	\$3,191.20	7/26/2024
ACH	PERA	Divided	PERA Withholding - June 2024	\$563.17	7/16/2024
ACH	PERA	Divided	PERA Withholding - June 2024	\$899.88	7/16/2024
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$201.60	6/26/2024
ACH	Kwik Trip	Park/Sewer/GG Bldg/FD	Gas for City Vehicles	\$254.39	7/16/2024
ACH	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for June 2024	\$2,393.71	7/16/2024
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 06/16/24 to 07/15/24	\$75.25	7/16/2024
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for June 2024	\$20.00	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491844	\$809.69	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491855	\$1,270.18	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00051366837	\$65.51	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00130099230	\$162.70	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491844	\$710.21	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491855	\$1,233.17	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00051366837	\$46.51	7/16/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00130099230	\$172.50	7/16/2024
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.33	7/16/2024
ACH	Verizon Wireless	General Gov't	City Cell Phone/iPads for HFD	\$129.12	7/16/2024
DC	Amazon	Sewer	Dawn Platinum Dish Soap for Lift station	\$15.16	7/16/2024
DC	Amazon	Gen Govt Bldgs.	Fuel Sediment Glass Bowl & Gasket	\$10.88	7/16/2024
DC	Carver County Environmental Center	Gen Govt Bldgs.	Recycled Refrigerator and Freezer	\$20.00	7/16/2024
DC	Hamburg Post Office	Water/Sewer	Postcard Stamps (2 Rolls)	\$106.00	7/16/2024
DD	Jan Shoemaker	Divided	Wages 06/17/2024 to 06/30/2024	\$908.03	7/16/2024
DD	Jason Buckentin	Divided	Wages 06/17/2024 to 06/30/2024	\$2,000.33	7/16/2024
DD	Steve Frensko	Park	Wages 06/17/2024 to 06/30/2024	\$675.79	7/16/2024
DD	Jeremy Gruenhagen	Divided	July Wages (Rounds)	\$2,377.54	7/16/2024
22144-45	Printing Error	Printing Error	Printing Error	Printing Error	7/16/2024
22146	212 Equipment	Gen Govt Bldgs.	Bristle Bruch, Woodcut, HP Ultra 2.0 gallon 6pk	\$486.96	7/16/2024
22147	Abdo	General Gov't	Preparation of the Office of the State Auditor City Financial Reporting Form	\$875.00	7/16/2024
22148	Advanced Electrical Service	Park	Install (2) Hand Dryers on Dedicated Circuits, Install Photo Eye for Flagpole	\$5,490.00	7/16/2024
22149	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for June 2024	\$66.79	7/16/2024
22150	CarQuest Auto Parts	Gen Govt Bldgs.	High Temp Grease and Hose End 2Braid	\$24.25	7/16/2024
22151	Carver Link	General Gov't	Internet Services June 2024	\$120.00	7/16/2024
22152	Carver County Attorney's Office	General Gov't	2024 Quarterly Surcharge/Fines Collected	\$162.70	7/16/2024
22153	Carver County	General Gov't	Investigation on Liquor Licenses, 2nd Quarter 2024 Police Contract Overtim	\$260.70	7/16/2024
22154	Clarke Mosquito Management, Inc.	Public Safety	Mosquito Control for 2024 Season 2 of 3	\$1,467.75	7/16/2024
22155	Coordinated Business Systems, Ltd.	General Gov't	Monthly Equipment Base Rate for 06/01/2024 to 06/30/2024	\$62.90	7/16/2024
22156	Dan Oelfke Construction, Inc.	Hall	Roof Framing to Fix SW Entrance Roof	\$3,468.33	7/16/2024
22157	ECM Publishers, Inc.	General Gov't	City Election Notice of Filing for City Elections 08/15/2024	\$63.00	7/16/2024
22158	Fire Catt, LLC	Public Safety (FD)	Hose Testing & Ground Ladder Testing	\$3,349.10	7/16/2024
22159	Gopher State One Call	Water/Sewer	Email Tickets 6 at \$1.35	\$8.10	7/16/2024
22160	Hawkins Chemical	Water	Inj/CK Valve 3/8 (3) and Main Connection 3/4" (3)	\$432.00	7/16/2024
22161	Home Solutions	Park/Water/Hall/Gen Govt	Miscellaneous Hardware	\$157.17	7/16/2024
22162	Loffler Companies, Inc.	General Gov't	June 2024 Copies	\$66.90	7/16/2024
22163	Menards	Park/Water/ Gov't Bldgs	Various Parts and Supplies	\$32.01	7/16/2024
22164	Minnesota Pump Works	Water	Replace 3 Knife Gate Valves at Water Treatment Plant	\$5,165.13	7/16/2024
22165	MN Fire Service Cert Board	Public Safety (FD)	Firefighter I & II Certification Exam - Newbloom, Van Haften	\$504.00	7/16/2024
22166	MN Public Facilities Authority	Debt Service	Interest Payments for Water Tower/WTP/Sewer Imp	\$7,208.01	7/16/2024
22167	MNSPECT, LLC	Public Safety	(4) Building Permit	\$548.76	7/16/2024
22168	MVTL Labs, Inc.	Sewer	Wastewater Lab Fees	\$443.50	7/16/2024
22169	Per Mar Security Services	Water	Base Alarm Monitoring for WTP 7-24-2024 to 10-23-2024	\$108.57	7/16/2024
22170	Plunkett's Pest Control	General Gov't/Hall	Fire Department and Hall Service Date 7/08/2024	\$162.12	7/16/2024
22171	Precision Utilities	Sewer	Jetted and Vac City Sewer Main out of a Sanitary Sewer Manhole	\$2,520.00	7/16/2024
22172	Rec Tech Sales & Service Company	Park	Belt-V with Sleeve and Belt-V-5V-198-75	\$188.98	7/16/2024
22173	S.E.H. Inc.	Streets	General Engineering	\$2,098.90	7/16/2024
22174	SASCS	Public Safety (FD)	VR Fire Attack	\$1,600.00	7/16/2024
22175	Security Bank & Trust	Storm Water/Water	Interest - G.O. Public Utility Revenue Refunding Bonds, Series 2019A	\$5,677.50	7/16/2024
22176	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for June 2024	\$1,203.75	7/16/2024
22177	Wm Mueller & Sons, Inc.	Streets/Park	Fuel for City Vehicles	\$629.39	7/16/2024
Total July Claims				\$67,525.41	



HAMBURG CITY COUNCIL MEETING
APRIL 16, 2024

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:02 PM. Those in attendance were: Councilmembers Eric Poppler, Jessica Weber, Mitch Polzin, Tim Tracy, City Clerk Jeremy Gruenhagen, Deputy Clerk Jan Shoemaker, Fire Chief Steven Siewert, and Brad Falteysek from Abdo.

Public Comment - No Public Comment

Agenda Review (Added Items) and Adoption

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

Consent Agenda

- Approve Payment of March 2024 Claims (\$64,167.14)
- Approve Payment of April 2024 Claims (\$72,905.71)
- Approve Minutes for September 19, 2023, November 21, 2023, December 5, 2023, December 12, 2023, January 9, 2024, February 13, 2024, March 12, 2024.
- Approve Time-Off Request for Jeremy Gruenhagen
- Approve Time-Off Request for Jason Buckentin
- Approve Cash Flow Statement for February 2024
- Delinquent Utility Bills Report
- 2024 Clark Mosquito Service Schedule
- Hamburg Ducks Unlimited Bingo -4- Boomsticks
- Central Public Schools Mental Health Day (May 10th)
- Appeal for a Variance (140 Jacob Street)
- Notice of Public Hearings – Increase Natural Gas Rates (Xcel Energy)
- Pond Closing Schedule

MOTION: Councilmember Eric Poppler moved to approve the Consent Agenda as written. Seconded by Councilmember Mitch Polzin. Motion was approved by all present.

Hamburg Fire Department – Fire Chief Siewert

- **Zummerfest – Road Closure/Park Usage.** Looking to use of the Park, Park Buildings and closing down the road from Henrietta Ave to Railroad St.
 - **MOTION: Councilmember Mitch Polzin moved to grant the Zummerfest Community the use of the Park, Park Buildings and closing the road from Henrietta Ave to Railroad St. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**
- **Fire Hydrant Update.** Wondering how much it would cost to update the Fire Hydrants with the small 2½” outlets to update to 5” large diameter connection. Three remaining, Public Works and Clerk Gruenhagen will obtain estimates and



HAMBURG CITY COUNCIL MEETING

APRIL 16, 2024

schedule an update for next year.

- HFD Parking Lot Patching. WM Mueller & Sons will be in the area the next couple of days doing pothole patching. Low spot in front of the eastern truck bay where the engine and two tankers back in/drive out. The three heaviest trucks. The payment is starting to crack, sink and developing a water hole. HFD would like this patched.
- Lighting for HFD Sign. The HFD put up a new sign above the doors on the station. They would like more lighting on the sign. Looking for permission, they already have an electrical contractor to install a 1" flashing over the top of the board and a LED Light Strip on the inside to the flashing. The HFD will cover the cost. The Council approved.

Abdo Solutions - Brad Falteysek

- 2023 Financial Audit
- Brad Falteysek reviewed in detailed the results of the independent financial audit for 2023.

Old City Business

- Trebesch Litigation (PID 45.0282010). The deed has been submitted to the county to be recorded. Hope to have the fence installed this week based on the weather.
- Park Bathrooms Remodel, plan to have the bathrooms open mid-May.
 - Park Walking Path, looking redo the walking path asphalt and tie it in with the Brad Street Project.
 - Open Shelter/Lions Shelter Asphalt Removal. Remove the asphalt around the open shelter and plant grass. The walking path to the N will remain.
- Crack Sealing/Seal Coating Bids for 2024. The last couple of meetings we discussed using RePlay. Staff has talked to numerous other towns and no one has any issues with RePlay. Bargaen is the only contractor that does that product in the five-state area. Seal Coating estimates \$29,000-\$30,000 and RePlay about \$17,798. Staff recommendation is to do RePlay vs Seal Coating. Crack Repair/Sealing estimates: Bargaen \$10,804 and Gopher State \$6,924.
 - Maria Avenue/Louisa Street/George Street/Baseball Park.
 - **MOTION: Councilmember Tim Tracy moved to accept Gopher State bid of \$6,924 for the Crack Sealing and the Bargaen bid of \$17,798 for RePlay product. Seconded by Councilmember Jessica Weber. Motion was approved by all present.**
 - Public Works found a guy who has a machine that locates curb stops. \$150/hour, can do two an hour. Recommendation is to do Brad Street to make sure there are no problems before the Street Improvement Project. Estimated cost of \$600.
 - **MOTION: Councilmember Tim Tracy moved to have the gate valves**



HAMBURG CITY COUNCIL MEETING

APRIL 16, 2024

on Brad Street exercised before the Street Improvement Project. Seconded by Councilmember Jessica Weber. Motion was approved by all present.

- 2024 Street Improvement Project (Brad Street). SEH provided an engineering estimate of \$456,515. Received bids from Wm. Mueller & Sons for \$384,775.30, GMH Corporation for \$421,694.19 and Valley Paving for \$486,985.60
- Approve Resolution Number 2024-05 (2024 Street Imp - Approve Bids)
- **MOTION: Councilmember Tim Tracy moved to approve Resolution Number 2024-05 (2024 Street Imp - Approve Bids) awarding the bid to Wm. Mueller & Sons. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

New City Business

- Xcel Energy Transmission Line Inspection Notice
 - Trimming Trees/Replace Trees
 - We have an Ash Tree in the Park that Xcel Energy will be trimming. Xcel ask if we want them to cut it down. Council agreed to take it down and put a new tree in its place.
- Building Inspector (RFP). City has been with MNSPECT for 20+ years. Move forward with an RFP for Building Inspector.
- City Account on Social Media. Public Works suggested a social media page to notify (PSA) people what is going on in town. Staff to check with other cities on positive and negative feedback.
- City Electronic Sign. The sign only works on the east side. They have talked to the manufacturer and parts are no longer available. They could come out and troubleshoot but would only be able to replace a power supply. Public Works and City Clerk Gruenhagen will try to troubleshoot over the phone with the manufacturer to avoid them coming out and being charged.

City Council Reports

- Councilmember Mitch Polzin (Streets) reported the dental floss bandit is back. Please stop. Our property tax statement includes payment to the Met Council and Metro Mosquito Control. Where is our Metro Mosquito Control, we pay for our own. Council also discussed County Road 50 east of town (water drainage). Councilmember Polzin will email Commissioner Fahey.
- Councilmember Eric Poppler (Parks) had nothing further to report.
- Councilmember Jessica Weber (Buildings) had nothing further to report.
- Councilmember Tim Tracy (Water/Sewer) had nothing further to report.
- Mayor Chris Lund reported the Monthly Newsletter will go out this week. The next Mayor's In Time will be May 6, 5:00pm-7:00pm.

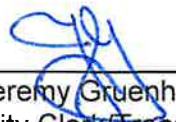


HAMBURG CITY COUNCIL MEETING
APRIL 16, 2024

Adjourn City Council Meeting

MOTION: Councilmember Tim Tracy moved to adjourn the City Council Meeting at 8:03 PM. Seconded by Councilmember Eric Poppler. Motion was approved by all present

Amended/Approved on June 21, 2024



Jeremy Gruenhagen
City Clerk/Treasurer



HAMBURG CITY COUNCIL MEETING

MAY 14, 2024

two weeks to complete.

- City Account on Social Media. Every city has a Facebook page to provide notifications/PSA. They monitor the page but do not monitor the comments. They add a disclaimer that they will not monitor comments and if you have a city question, call the city office. Staff and Council agreed to create a Facebook page, thinking it would be worth a try.
- City Electronic Sign. Staff plans to troubleshoot with Daktronics this week.

New City Business

- NYA Area Guide (City Ad) continue with the ¼ page ad.
- Stabilization Pond Seminar (Jason - Class D Test) Jason attended the Stabilization Pond Seminar and took his Class D Wastewater Test. Should know the test results in two weeks.

City Council Reports

- Councilmember Mitch Polzin (Streets) had nothing further to report.
- Councilmember Eric Poppler (Parks) had nothing further to report.
- Councilmember Jessica Weber (Buildings) had nothing further to report.
- Councilmember Tim Tracy (Water/Sewer) had nothing further to report.
- Mayor Chris Lund will send a newsletter out this week. Mayor In-Time will be June 3rd 5:00-7:00. The Lions Club Suggestion Box received comments from seniors in town. Mayor Lund read a few of the comments: Pickle Ball Court, Coffee Shop, Events for Seniors, Dogs off leash, barking, animal licenses.

Adjourn City Council Meeting

MOTION: Councilmember Jessica Weber moved to adjourn the City Council Meeting at 7:24 PM. Seconded by Councilmember Mitch Polzin. Motion was approved by all present

Amended/Approved on June 21, 2024


Jeremy Gruenhagen
City Clerk/Treasurer



HAMBURG CITY COUNCIL MEETING ***MAY 14, 2024***

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 PM. Those in attendance were: Councilmembers Eric Poppler, Jessica Weber, Mitch Polzin, Tim Tracy, City Clerk Jeremy Gruenhagen, Deputy Clerk Jan Shoemaker, and Public Works Jason Buckentin.

Public Comment - No Public Comment

Agenda Review (Added Items) and Adoption

MOTION: Councilmember Jessica Weber moved to approve the Agenda as amended, removed the Hamburg Fire Department. Seconded by Councilmember Eric Poppler. Motion was approved by all present.

Consent Agenda

- Approve Payment of Added April 2024 Claims (\$36,527.98)
- Approve Payment of May 2024 Claims (\$89,282.82)
- Time-Off Request (Jeremy Gruenhagen)
- Time-Off Request (Jason Buckentin)
- Approve Cash Flow Statement for March 2024
- Delinquent Utility Bills Report

MOTION: Councilmember Eric Poppler moved to approve the Consent Agenda as written. Seconded by Councilmember Mitch Polzin. Motion was approved by all present.

Old City Business

- 2023 Financial Audit Finding (2018 Fire Truck Debt Service Account). A Journal Entry made in 2019 (RJE #1006) should not have been entered/made by auditors. This entry moved \$23,000 (Payment from YA TWP for the 2018 Fire Truck) from Debt Service (311) to the General Fund. Moving this back to the Debt Service Account (311) zeroes out the 2018 Fire Truck Account. City Auditor agreed with this analysis and stated to have council approve a transfer from the General fund in 2024 to close out the debt fund.
 - **MOTION: Councilmember Mitch Polzin approved to move \$23,000 from the General Fund to the 2018 Fire Truck Debt Service Account to close out the account. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**
- Park Bathroom Remodel. Women bathroom is currently open and Men bathroom will be open by this Friday.
- 2024 Street Improvement Project (Brad Street). Staff had the pre-con meeting and went through the Brad Street improvement project. They will get communication out this week or next week on the start date. Should take about



HAMBURG CITY COUNCIL AGENDA

JUNE 11, 2024

Acting Mayor Mitch Polzin called the Hamburg City Council Meeting to order at 7:00 PM. Those in attendance were: Councilmembers Eric Poppler, and Jessica Weber, City Clerk Jeremy Gruenhagen, Deputy Clerk Jan Shoemaker, Public Works Jason Buckentin. Residents Brad and Barb Droege, Roger Siewert, Russell Havenor, Alex Kating, Johnny Egan, Tom Kloempken, Steve and Tammy Trebesch, Austin Schultz, Emily Patterson, Anna Stuewe, David and Amy Chadwick.

Public Comment - No Public Comment

Agenda Review (Added Items) and Adoption

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

Consent Agenda

- Approve Payment of Added May 2024 Claims (\$11,574.37)
- Approve Payment of June 2024 Claims (\$148,843.94)
- Time-Off Request (Jeremy Gruenhagen)
- Time-Off Request (Jason Buckentin)
- Approve Cash Flow Statement for April 2024
- Delinquent Utility Bills Report
- Met Council Preliminary Population & Household Estimates
- Mediacom Memo (Variety TV)
- Xcel Energy Public Hearings Upper Midwest Integrated Resource Plan

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

Hamburg Fire Department

- Mark Plantz Resignation – tabled to future meeting.

Old City Business

- 2024 Street Improvement Project (Brad Street) communication will be in the Newsletter and social media on updates of the Brad Street Project. No dates set.
- City Account on Facebook – follow City of Hamburg on Facebook for Kiting Public Service Announcements. If you have information to be included to Social Media, call the city office.
- City Electronic Sign Repair Estimate, estimate \$3,900 for the part, if that is the



HAMBURG CITY COUNCIL AGENDA

JUNE 11, 2024

correct part. \$30,000 for a new sign. Jeremy will check with the original donors of the sign for interest in raising funds to repair the sign.

New City Business

- New Minnesota State Flag – City Residents voiced their concerns regarding the new Minnesota State Flag. Majority of comments were against flying the new flag. Staff discussed the condition of the flag pole and the possibility of removing the flag pole.
 - **MOTION: Councilmember Eric Poppler moved to take down the new Minnesota State Flag and remove the flag pole. Seconded by Councilmember Jessica Weber. Motion was approved by all present.**
- Approve Liquor Licenses Renewals
 - Hamburg Baseball Club - Wine License (\$100)
 - Know It All's Bar & Grill - On/Off Sale & Special Sunday (\$1,500)
 - **MOTION: Councilmember Jessica Weber moved to approve the liquor license renewal for the Hamburg Baseball Club for wine license for \$100; and Know It All's Bar & Grill - On/Off Sale & Special Sunday for \$1,500. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**
- Old Generator (Sell) – the old generator setting has been sitting in the water treatment plant for years and has not been used for a number of years. PW Buckentin to get, in writing, from 212 Equipment what they would give us as is. The Council also discussed selling the generator via sealed bids.
- Public Nuisances – nuisances notices bill be sent out for review at the next council meeting.
- Water Shut-offs/Water Meter Replacement – Staff would like to enact an ordinance requiring residents with an old water meter/shut-off to replace it before selling their home. Council had no objection.
- PW Jason Buckentin - Class D Sewer Test (Passed) – Pay Raise – per Jason's employment agreement, when he passed the Class D Sewer Test he would receive \$1 increase in pay.
 - **MOTION: Councilmember Eric Poppler moved to approve Public Works Jason Buckentin the \$1 increase in pay for the completion of the Class D Sewer Test. Seconded by Councilmember Jessica Weber. Motion was approved by all present.**
- Jaguar Communications Settlement Agreement (Franchise Termination) – Jaguar Communication will no longer provide TV service as of June 30, 2024.
 - **MOTION: Councilmember Jessica Weber moved to terminate the Franchise agreement with Jaguar Communications. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**



HAMBURG CITY COUNCIL AGENDA

JUNE 11, 2024

- National Night Out – August 6, 2024 – Staff will continue with the same concept we have done in the past.
- Move July 9, 2024 City Council Meeting – Clerk Gruenhagen will be on vacation. Recommended to move the Council Meeting to July 16.
 - **MOTION: Councilmember Jessica Weber motioned to move the July 9, 2024 Council Meeting to July 16, 2024 at 7:00pm. Seconded by Councilmember Eric Poppler. Motion was approved by all present.**

David Chadwick complained about the smell (rabbits) coming from 661 Park Avenue. Clerk Gruenhagen and PW Buckentin will do a physical inspection of the rabbit smell.

City Council Reports

- Councilmember Mitch Polzin (Streets) – we already talked about the Brad Street Project. Still seeing tooth picks but nothing we can do about that anymore.
- Councilmember Eric Poppler (Parks) received complements about the Park on how good it looks. He received complaints about the old Fire Station/City Hall bricks falling off. Staff to contact the building owner.
- Councilmember Jessica Weber (Buildings) had nothing further to report.
- Councilmember Tim Tracy (Water/Sewer) was absent.
- Mayor Chris Lund was absent.

Adjourn City Council Meeting

MOTION: Councilmember Jessica Weber moved to adjourn the City Council Meeting at 7:46 PM. Seconded by Councilmember Mitch Polzin. Motion was approved by all present

Amended/Approved on July 5, 2024



Jeremy Gruenhagen
City Clerk/Treasurer

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: July 15, 2024

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: _____

July 19th

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

How many **Compensation** hours will be used? 0

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

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

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

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: July 16, 2024

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen
Employee Signature

7-15-24
Date

City Clerk/Treasurer

Date

Mayor

Date



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

	Beginning Balance 1/1/2024	2024 Budget Income	2024 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 4/30/2024
General Fund	<u>\$503,713.75</u>	<u>\$644,440.00</u>	<u>\$660,806.00</u>	<u>\$487,347.75</u>	<u>\$41,119.58</u>	<u>\$294,437.09</u>	<u>\$250,396.24</u>
General Gov't			\$356,910.00			\$109,605.28	
Public Safety (Fire Dept.)			\$134,616.00			\$61,843.87	
Public Works (Streets)			\$69,015.00			\$47,715.16	
Sanitation & Recycling			\$3,500.00			\$0.00	
Parks & Recreation			\$44,015.00			\$47,036.98	
Comm. Hall			\$52,750.00			\$28,235.80	
Special Revenue Funds	<u>\$605,867.09</u>	<u>\$13,325.00</u>	<u>\$6,000.00</u>	<u>\$613,192.09</u>	<u>\$2,056.69</u>	<u>\$0.00</u>	<u>\$607,923.78</u>
City Of Hamburg (Savings)	\$589,241.01	\$7,000.00	\$6,000.00	\$590,241.01	\$2,056.69	\$0.00	\$591,297.70
*Equipment Replacement Fund	\$88,500.00	\$0.00	\$0.00	\$88,500.00	\$0.00	\$0.00	\$88,500.00
*City Maintenance Fund	\$65,233.00	\$0.00	\$0.00	\$65,233.00	\$0.00	\$0.00	\$65,233.00
*Street Improvements (Repairs)	\$360,263.00	\$0.00	\$0.00	\$360,263.00	\$0.00	\$0.00	\$360,263.00
*Community Center Addition	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00
*Community Hall Renovations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Park Handicap Bathrooms	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00
*Water Tower	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
*Interest	\$21,245.01	\$7,000.00	\$0.00	\$28,245.01	\$2,056.69	\$0.00	\$23,301.70
*Transfers In (Out)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Equipment CD	\$16,626.08	\$6,325.00	\$0.00	\$22,951.08	\$0.00	\$0.00	\$16,626.08
*Fire Truck Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Radio Replacement	\$21,000.00	\$0.00	\$0.00	\$21,000.00	\$0.00	\$0.00	\$21,000.00
*Fire Equipment	(\$5,643.75)	\$6,000.00	\$0.00	\$356.25	\$0.00	\$0.00	(\$5,643.75)
*Interest	\$1,269.83	\$325.00	\$0.00	\$1,594.83	\$0.00	\$0.00	\$1,269.83
Debt Service	<u>\$598.04</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$598.04</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$598.04</u>
Total (Tax Revenue Funds)	<u>\$1,110,178.88</u>	<u>\$657,765.00</u>	<u>\$666,806.00</u>	<u>\$1,101,137.88</u>	<u>\$43,176.27</u>	<u>\$294,437.09</u>	<u>\$858,918.06</u>
Enterprise Funds							
Water	\$80,923.09	\$208,430.43	\$206,618.41	\$82,735.11	\$79,798.80	\$40,742.15	\$119,979.74
Sewer	\$286,369.13	\$166,362.80	\$205,840.42	\$246,891.51	\$31,073.66	\$62,745.64	\$254,697.15
Storm Water	<u>\$89,108.49</u>	<u>\$72,309.60</u>	<u>\$74,817.19</u>	<u>\$86,600.90</u>	<u>\$30,790.60</u>	<u>\$62,049.53</u>	<u>\$57,849.56</u>
Total (Enterprise Funds)	<u>\$456,400.71</u>	<u>\$447,102.83</u>	<u>\$487,276.02</u>	<u>\$416,227.52</u>	<u>\$141,663.06</u>	<u>\$165,537.32</u>	<u>\$432,526.45</u>
Totals	<u>\$1,566,579.59</u>	<u>\$1,104,867.83</u>	<u>\$1,154,082.02</u>	<u>\$1,517,365.40</u>	<u>\$184,839.33</u>	<u>\$459,974.41</u>	<u>\$1,291,444.51</u>
	Remaining Balance 1/1/2024	Remaining Assessment 1/1/2024	Cash & Investments	2024 Principle Payments	Date Due	Maturity Date	Unfunded Balance 12/31/2024
Debt Summary	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$598.04</u>	<u>\$0.00</u>	<u>2/1/2023</u>	<u>2/1/2023</u>	<u>(\$598.04)</u>
2007 Streets	\$0.00	\$0.00	\$598.04	\$59,000.00	2/20/24 & 8/20/24	8/20/2024	\$0.00
Water Treatment Plant	\$59,000.00	\$0.00	\$0.00	\$59,000.00	2/20/24 & 8/20/24	8/20/2030	\$23,518.25
Sanitary Sewer Improvements	\$72,088.23	\$32,569.98	\$0.00	\$16,000.00	2/20/24 & 8/1/24	2/1/2032	\$550,000.00
Storm Water Improvements	\$610,000.00	\$0.00	\$0.00	\$60,000.00	2/20/24 & 8/20/24	8/20/2044	\$1,161,000.00
Water Tower/Water Main Imp Project	<u>\$1,213,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$52,000.00</u>			
Totals	<u>\$1,954,088.23</u>	<u>\$32,569.98</u>	<u>\$598.04</u>	<u>\$187,000.00</u>			<u>\$1,733,920.21</u>

Cash Flow Actuals

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Totals</u>
Beg. Balance	\$1,566,579.59	\$1,518,625.59	\$1,486,340.69	\$1,402,810.04	\$1,363,466.18	\$1,291,444.51	\$1,108,443.85
<u>Income</u>							
Property Taxes	\$3,360.80	\$0.00	\$0.00	\$0.00	\$0.00		\$3,360.80
Licenses & Permits	\$66.00	\$0.00	\$1,458.37	\$81.00	\$101.00		\$1,706.37
Intergov't Receipts (Aids)	\$1,776.24	\$0.00	\$0.00	\$11,111.70	\$0.00		\$12,887.94
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Assessment Searches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Comm Ctr Rentals	\$600.00	\$150.00	\$150.00	\$0.00	\$0.00		\$900.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fire Dept. Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Park Rentals	\$0.00	\$0.00	\$300.00	\$0.00	\$100.00		\$400.00
Hall Receipts	\$1,262.25	\$599.75	\$2,161.75	\$1,008.40	\$100.75		\$5,132.90
Fines	\$0.00	\$199.98	\$186.66	\$653.28	\$60.00		\$1,099.92
Misc. Receipts	\$2,864.78	\$4,704.07	\$53.00	\$272.15	\$6,661.19		\$14,555.19
Other Receipts							
Insurance Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Interest Income (Checking)	\$265.43	\$212.26	\$206.78	\$207.94	\$184.05		\$1,076.46
Interest Income (Savings)	\$0.00	\$0.00	\$2,056.69	\$0.00	\$0.00		\$2,056.69
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Transfers In (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Debt Proceeds/Sale of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Water Service	\$19,331.98	\$12,088.19	\$17,542.49	\$14,507.39	\$16,328.75		\$79,798.80
Sewer Service	\$6,938.86	\$4,410.32	\$7,225.28	\$6,110.70	\$6,388.50		\$31,073.66
Storm Water	\$7,330.57	\$4,410.13	\$7,001.35	\$5,772.74	\$6,275.81		\$30,790.60
	\$43,796.91	\$26,774.70	\$38,342.37	\$39,725.30	\$36,200.05	\$0.00	\$184,839.33
<u>Expenses</u>							
General Gov't	\$11,001.06	\$18,679.17	\$43,351.60	\$16,132.24	\$20,441.21		\$109,605.28
Public Safety	\$2,866.46	\$12,062.89	\$750.88	\$6,626.56	\$39,537.08		\$61,843.87
Public Works	\$1,031.23	\$3,507.06	\$11,969.53	\$19,246.88	\$11,960.46		\$47,715.16
Sanitation & Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Park & Recreation	\$920.63	\$3,678.88	\$6,810.82	\$15,578.96	\$20,047.69		\$47,036.98
Hall Expenses	\$2,997.72	\$4,172.88	\$5,656.64	\$7,836.76	\$7,571.80		\$28,235.80
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Capital Project Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Water	\$4,266.95	\$5,063.62	\$8,390.53	\$7,508.83	\$4,623.95		\$29,853.88
Sewer	\$2,484.36	\$4,687.09	\$44,943.02	\$6,138.93	\$4,039.53		\$62,292.93
Storm Water	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00		\$55.00
Total Expenses	\$25,623.41	\$51,851.59	\$121,873.02	\$79,069.16	\$108,221.72	\$0.00	\$386,638.90
<u>Other Expenses (DEBT)</u>							
Wells/WTP Bonds	\$0.00	\$690.30	\$0.00	\$0.00			\$690.30
Water Imp. Bonds (2011)	\$4,132.97	\$0.00	\$0.00	\$0.00			\$4,132.97
Water Tower Project	\$0.00	\$6,065.00	\$0.00	\$0.00			\$6,065.00
Sewer Imp. Bonds (2011)	\$0.00	\$452.71	\$0.00	\$0.00			\$452.71
Storm Water Imp. Bonds (2011)	\$61,994.53	\$0.00	\$0.00	\$0.00			\$61,994.53
Total Other Expenses	\$66,127.50	\$7,208.01	\$0.00	\$0.00	\$0.00	\$0.00	\$73,335.51
Checking Balance	\$1,518,625.59	\$1,486,340.69	\$1,402,810.04	\$1,363,466.18	\$1,291,444.51	\$1,291,444.51	\$1,291,444.51
Net Income (Loss)	(\$47,954.00)	(\$32,284.90)	(\$83,530.65)	(\$39,343.86)	(\$72,021.67)	\$0.00	(\$275,135.08)



June 13, 2024

CITY OF Hamburg
Attn: Clerk-Treasurer
PO Box 248
Hamburg, MN, 55339-0248

Dear Jeremy,

Greetings from all of us at the League of Minnesota Cities! First and foremost, I want to thank you for your ongoing commitment to our organization and your community. It is through our members' dedication and collaboration that we were able to accomplish a great deal over the past year, including:

- Continuing to help city leaders navigate a dizzying array of new laws.
- Provided numerous learning opportunities through conferences, events, webinars, online courses, and meetings.
- Advocated for cities' interests at the State Capitol and in Washington, D.C.
- Assisted cities in their quest for state and federal funding opportunities.
- Responded to more than 6,000 inquiries from members.

As we reflect on our accomplishments, we also recognize the importance of keeping you informed and engaged. With that in mind, we want to make you aware of some upcoming changes that will further shape our collective efforts and continue to drive progress.

Notification of preliminary maximum dues increase

This letter services as your official notice regarding the preliminary maximum membership dues increase.

At its May meeting, the League Board of Directors approved a preliminary maximum dues schedule increase of 6% for a 16-month budget period that runs from Sept. 1, 2024 through Dec. 31, 2025 as the League seeks to adjust its fiscal year to align with the calendar year (read below for more information on proposed fiscal year changes). Dues are used to support the League's mission to promote excellence in local government through effective advocacy, expert analysis, and trusted guidance for all Minnesota cities.

Setting the maximum dues schedule increase is similar to a city setting its preliminary levy increase, in that the final dues schedule increase to be approved by the League Board cannot exceed the preliminary approved increase. The Board will formally discuss and approve a final dues schedule increase along with the League's fiscal year 2025 budget at its August 2024 meeting.

Proposed fiscal year changes and timing of dues notices

At a recent meeting, the League Board recommended changing the League's fiscal year to align with the calendar year. Currently, the League's fiscal year is Sept. 1-Aug. 31. If approved by League members, the fiscal year (FY) will change to Jan. 1-Dec. 31, starting in 2026.

To account for the change in timing, FY 2025 would be spread over 16 months instead of 12 months. Members would receive two dues invoices: one in August 2024 in an amount equal to four months of

City of Hamburg MN

Accounts Receivable Past Due Report

At Least 1 Day Past Due

As of July 16, 2024

<u>Amount Due Range</u>			<u>Past Due Range</u>		
<u>Customers</u>	<u>Past Due</u>	<u>Amount</u>	<u>Customers</u>	<u>Past Due</u>	<u>Amount</u>
6	\$000.00 - \$100	\$429.75	11	1 to 30	\$1,494.53
2	\$100.01 - \$200	\$333.19	0	over 30	\$0.00
4	\$200.01 - \$400	\$1,061.89	1	over 60	\$330.30
1	\$400.01 - \$725	\$703.04	1	over 90	\$703.04
<u>3</u>	over 120	<u>\$3,323.72</u>	<u>3</u>	over 120	<u>\$3,323.72</u>
16	Total	\$5,851.59	16	Total	\$5,851.59

<u>Customer #</u>						
<u>Customer #</u>	<u>Past Due</u>	<u>1 to 30</u>	<u>over 30</u>	<u>over 60</u>	<u>over 90</u>	<u>over 120</u>
10-02490-01	\$95.18	\$95.18	\$0.00	\$0.00	\$0.00	\$0.00
10-03619-00	\$330.30	\$133.61	\$127.90	\$68.79	\$0.00	\$0.00
10-06133-01	\$133.83	\$133.83	\$0.00	\$0.00	\$0.00	\$0.00
10-06152-00	\$290.21	\$290.21	\$0.00	\$0.00	\$0.00	\$0.00
10-06190-01	\$210.29	\$210.29	\$0.00	\$0.00	\$0.00	\$0.00
10-07618-00	\$703.04	\$161.41	\$173.63	\$186.12	\$181.88	\$0.00
10-09420-00	\$1,417.88	\$126.13	\$124.44	\$109.05	\$120.97	\$937.29
10-09451-00	\$1,842.92	\$0.00	\$0.00	\$0.00	\$0.00	\$1,842.92
10-10150-00	\$94.00	\$94.00	\$0.00	\$0.00	\$0.00	\$0.00
10-11745-00	\$62.92	\$0.00	\$0.00	\$0.00	\$0.00	\$62.92
10-11851-01	\$231.09	\$231.09	\$0.00	\$0.00	\$0.00	\$0.00
10-11881-00	\$6.40	\$6.40	\$0.00	\$0.00	\$0.00	\$0.00
10-12330-00	\$88.80	\$88.80	\$0.00	\$0.00	\$0.00	\$0.00
10-15821-00	\$199.36	\$199.36	\$0.00	\$0.00	\$0.00	\$0.00
10-17613-00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
10-17621-00	\$45.37	\$45.37	\$0.00	\$0.00	\$0.00	\$0.00

expenses, and a second invoice in January 2025 to cover the next 12 months. Starting in 2026, members would receive one annual invoice each January.

Additional changes to League Constitution and bylaws

In addition to the fiscal year change, the League Board recommended amending the League's Constitution and bylaws to provide changes, including:

- Limiting membership eligibility to cities going forward.
- Clarifying permissible methods of written Board communications related to dues and meeting notices; as well as processes for Board meetings, elections and membership.
- Simple clean-up of some of the language.

Amendments to the League Constitution, including the fiscal year changes, will be voted on by the membership at the 2024 Annual Business Meeting, which will be held in conjunction with the LMC Annual Conference on June 27 in Rochester. Each member may designate one representative to vote on its behalf at the meeting.

A copy of the proposed changes will be provided at the meeting; if you would like to see them beforehand, please contact League Associate General Counsel Ed Cadman at ecadman@lmc.org or 651-281-1229.

Join us at the Annual Conference

We hope you will join us at LMC Annual Conference in Rochester June 26-28. In addition to the Annual Business Meeting, the conference will feature a variety of engaging speakers, educational sessions, tours, networking opportunities, and much more. To learn about the conference and register, visit lmc.org/ac24.

Questions?

If you have questions or want additional information on the League's dues or budget, please contact me at (651) 281-1279 or lfischer@lmc.org.

Thank you for being a valued member of the League. We are grateful for your support and look forward to continuing to work together to strengthen and empower cities across Minnesota.

Sincerely,



Luke Fischer
Executive Director

NOTICE OF PUBLIC HEARING
COUNTY OF CARVER
CHASKA, MINNESOTA

Notice of Intent to adopt an Interim Zoning Ordinance instituting an Emergency Moratorium on Cannabis Businesses in the unincorporated area of Carver County.

NOTICE IS HEREBY GIVEN, that the Carver County Board of Commissioners, during its regular meeting on Tuesday, July 16, 2024, at 9:00 a.m. or soon thereafter, will hold a public hearing to consider ordaining and adopting an interim zoning ordinance, in accordance with Minn. Stat. § 394.34 and § 342.13, instituting an emergency moratorium through January 1, 2025, on cannabis businesses. This consideration and discussion will take place in the County Board Room at the Carver County Government Center, Chaska, Minnesota at 602 East 4th Street, Chaska, MN 55318.

Carver County is in the process of researching and studying legislation relating to cannabis businesses and its impact on the comprehensive plan, planning and zoning and other official controls allowed local units of government by the legislation and will need additional time to undertake a process to amend or adopt official controls relating to cannabis businesses in order to consider reasonable restrictions on the time, place and manner of the operation of cannabis businesses in order to protect the health, safety, and welfare of its citizens. Additional information may also be obtained by contacting Carver County Land Management Department.

All persons interested are invited to attend the hearing and be heard on this matter. Written comments must be submitted to Carver County Land Management Department by 12:00PM (Noon) on Monday, July 15, to receive full consideration by the Carver County Board of Commissioners. Comments related to the request may be emailed: landmanagement@carvercountymn.gov or submitted by mail to:

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

By: Jason Mielke
Land Use Manager

Date to Publish: July 3, 2024

Patriot

To be billed to: Public Services Division

Land Management Department at the address above

END



Office of the Property and Finance Director

Carver County Government Center

Administration Building

600 East Fourth Street

Chaska, MN 55318-1202

Phone: 952-361-1506

Email: dfrischmon@carvercountymn.gov

DATE: July 1, 2024

TO: Carver County City Administrators

SUBJECT: *CANNABIS RETAIL REGISTRATIONS*

I am writing to provide information and support as your city council considers if they should:

1. Retain cannabis registration authority or transfer this responsibility to the county and
2. Adopt an ordinance limiting cannabis retail registrations to 1 per 12,500 residents.

I have enclosed four updated .ppt slides from a June 25, 2024 Carver County Board workshop to help you understand how cannabis registration authority and an ordinance limiting cannabis retail registrations could impact your city.

County staff is planning on scheduling meeting with city administrators in early September to give you time to discuss questions, concerns, direction, etc. with your city attorneys and city council members. If your city council decides to transfer cannabis regulatory authority to the county, the county is respectfully requesting your city council formally approve this transfer by **September 30, 2024**. Cannabis retailers can start selling on January 1, 2025, so the county board plans to consider adopting a Carver County Ordinance limiting cannabis retailers to 1 per 12,500 residents in October/November 2024.

The decisions regarding cannabis registration authority and an ordinance limiting the number of cannabis retail registrations carry significant implications for regulatory oversight and community well-being. The county understands these decisions require careful consideration of various factors, including administrative capacity, resource allocation, and local priorities.

As your partners in local governance, we want to offer our assistance in this decision-making process. The county has dedicated resources and is developing expertise in regulatory compliance and enforcement, ensuring that all cannabis-related activities adhere to legal requirements and uphold public safety standards.

Should your city council decide to transfer cannabis registration authority to the county, we will facilitate a seamless implementation that will model the county currently issuing tobacco licenses for 6 of the 11 cities and all 10 Townships in Carver County. Please be aware that county staff are researching the possibility of charging a fee for providing cannabis registration authority for cities and townships who transfer regulatory authority to the county to cover the county's cost for conducting required annual cannabis compliance inspections.

Conversely, if your city council decides to retain cannabis registration authority at the city level, we respect and support your decision. The county is committed to collaborating closely with you to

coordinate efforts, share best practices, and address any challenges that may arise in the implementation of cannabis regulations.

In either scenario, our shared objective remains the same: to safeguard the well-being of our constituents and promote responsible cannabis use within our community. We are here to provide guidance, answer questions, and assist you in any way possible as you navigate this important decision.

Please do not hesitate to contact me if you require additional information or support. We value our partnership and are committed to working together to serve the best interests of our residents.

Thank you for your attention to this matter, and I look forward to continuing our collaboration in the months ahead.

Sincerely,

David Frischmon
Property and Finance Director
Carver County

Ordinance Limiting "Cannabis Retail Registrations" (CRR)

- A local government unit that issues CRR may by ordinance limit the number of licensed cannabis retailers to 1 per 12,500 residents (unique authority to limit # of businesses?)
 - Carver County Ordinance Math: $113k/12,500 = \text{Limit } 10 \text{ CRR}$
 - I. Does **NOT** impact cities/towns who can allow unlimited # of CRR's.
 - II. **NOT** needed for a city or town to limit number to 1 per 12,500 county residents because State Law provides this authority
 - III. Has **No** impact unless a city or town transfers Cannabis Registration Authority ("CRA") to County
 - City/Town Ordinance Math:
 - Chaska/Chan 25k+/ 12,500 = Limit 3 CRR
 - Waconia 12.5k+/12,500 = Limit 2 CRR
 - Other Cities/Towns populations less than 12,500/12,500 = Limit 1 CRR



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Scenario #1

Carver County Board decides to limit the number of CRR's in the County to 10 and all cities and towns, except Chanhassen, transfer Cannabis Registration Authority ("CRA") to the County:

- Carver County Board adopts a County Ordinance that limits the number of CRR to 10 which becomes the limit for all cities/towns who transfer CRA to Carver County.
 - If Chanhassen has zero CRR, Carver County would have to allow 10 CRR for businesses that meet local zoning requirements anywhere in the county (except for Chanhassen) i.e. All 10 CRR could end up in any city/town.
 - Once Carver County has any combination of 10 CRR (i.e. Chanhassen has 10 CRR and all other cities and towns have zero), Carver County would deny the County's 11th CRR application based on the County's Ordinance.
- If Chanhassen keeps their CRA and does not adopt an Ordinance, they can allow an unlimited number of CRR assuming the businesses meet local zoning requirements. Once Carver County has 10 CRR, Chanhassen could, even though they did not adopt an Ordinance, deny the 11th CRR but is not required to based on State Law.



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Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Radio Data Access Agreement

Christophe Morschen <cmorschen@mhslaw.com>

Fri, Jun 28, 2024 at 1:21 PM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Cc: Mltch Polzin <mpolzin@cityofhamburgmn.com>, Tim Tracy <ttracy@cityofhamburgmn.com>, Chris Lund <clund@cityofhamburgmn.com>, Jessica Weber <jweber@cityofhamburgmn.com>, Eric Poppler <epoppler@cityofhamburgmn.com>, Chief 1 <chief1@cityofhamburgmn.com>, "Cassandra L. Winterfeldt" <cwinterfeldt@mhslaw.com>

Jeremy,

I've reviewed this document for another City and in general I think it's an acceptable agreement, with three points to highlight and one of those that I think ought to be pushed back on.

First, section 2 puts the responsibility to train its personnel on the Level I Security Awareness Training. That could potentially involve some cost to the City. The sheriff has indicated that a free version of the training is available online through the MN DPS/BCA, and that the County would assist cities in setting up their access. That said, in my opinion it is generally fair that the City would provide training to its own responders in order to be eligible to participate in something it wouldn't otherwise have access to.

Second, there is the issue of the County retaining the right to unilaterally suspend the City's access or terminate if a "competent authority" advises them to terminate the agreement. The sheriff indicated that this is related to FBI/BCA protocols. This potentially impacts the fire department if suddenly the access is cut off, but if it's not a tremendous potential impact then this may not be worth fighting over.

Third, section 6 has a section which explicitly limits the County's liability by reference to MN Stat 466, but does not include the City. This should state the liability limits apply for both parties. In my opinion, this is the most important section to really push back on, and the County has no real reason to object to it.

I've attached revisions changing the agreement from naming Chanhassen to Hamburg, and also revising section 6's reference to the statutory liability limits. Please let me know if you have any comments or concerns. I would appreciate input from the fire chief as to whether the second item is a major concern.

Christophe Morschen
Associate AttorneyMelchert Hubert Sjodin,
PLLP

(952) 442-7798

cmorschen@mhslaw.com



Attorneys at Law

www.mhslaw.com

121 West Main Street; Suite 200, Waconia, MN 55387

This email may contain confidential information. If you are not the intended recipient, please delete this email and notify me. Thank you.

JOINT POWERS AGREEMENT FOR DATA ACCESS

THIS JOINT POWERS AGREEMENT, entered into by and between CARVER COUNTY, through the Office of the Carver County Sheriff, hereinafter referred to as “County,” and the CITY OF CHANHASSENHAMBURG, hereinafter referred to as “City,” both parties being governmental and political subdivisions of the State of Minnesota.

RECITALS

WHEREAS, both County and City employ emergency response providers for the purpose of maintaining law and order as well as providing for the safety and welfare within their respective jurisdictions in part by providing emergency response service, including law enforcement and fire service to their respective citizens; and

WHEREAS, the emergency response providers of both the County and City are vested with powers appropriate to accomplish these purposes and are permitted to exchange information pursuant to the provisions of Minn. Stat. Section 13.82; and

WHEREAS, the County, in order to fulfill its public safety mission, protect private data and better protect members of the community involved with an emergency, as well as responding to an emergency, has implemented a system of encrypted radio communications to be utilized during public safety operations; and

WHEREAS, the City may benefit during an emergency if they were provided access to monitor the encrypted law enforcement communication; and

WHEREAS, both the County and City are desirous of having their respective emergency response officials, including but not limited to, law enforcement and firefighters provide their services beyond their respective jurisdictions for the purpose of providing more efficient and safer assistance in emergency situations, and to enforce the statutes and ordinances enacted by the State of Minnesota and ordained by the County and City, respectively;

NOW, THEREFORE, the County and City, pursuant to the authority contained in Minnesota statutes, Section 471.59, commonly known as the Joint Powers Act, in order to accomplish the foregoing purposes, agree as follows:

1. DUTIES OF THE COUNTY

The County shall provide to the City law enforcement main access for city-designated personnel and city-designated front-line apparatus at no cost to the City. The County shall, at no cost to the City, program the City's applicable and suitable emergency communication equipment. The County shall maintain oversight of the emergency communication system.

2. DUTIES OF THE CITY

City shall prepare and submit a request for access to the law enforcement main talk-group. The request shall identify the radio to receive an encryption key, the names and positions of personnel having access to the radio, and a narrative describing the organizational need for access to the talk-group.

City shall ensure the encrypted data is used and maintained in accordance with Minn. Stat. § 13 and only used to facilitate its public safety mission. The City shall only allow access to the encrypted data to those employees that have successfully completed City provided Level I Security Awareness Training. The Level I Security Awareness Training must be approved by the County. The City shall ensure its employees, agents, etc. shall only have access to the encrypted data while engaged in duties reasonably requiring access to the encrypted data. The City shall also establish and maintain organizational policies prohibiting unauthorized access or use of not public data and prohibiting "talk-group parking."¹ which the County shall have the right to review and require changes.

¹ Talk-group parking is defined as selecting a talk-group (by choosing it as the transmit channel on a radio) for which one has no reasonable need to monitor. This does not prohibit including an authorized talk-group from inclusion in a scan list while the radio is legitimately affiliated with another talk-group.

3. NO LIABILITY FOR LACK OF ACCESS

It is expressly understood that the County shall not be, in any way, liable for any claim based upon a failure for any reason of the County to provide access to the encrypted communication.

4. COMMUNICATIONS

The City shall have access to the law enforcement main to support its public safety mission. The County shall have the right to designate any other radio Talk Group that may be accessed or monitored by City personnel. The County shall have the sole right to decide when and how to maintain, update, repair and improve the communication equipment. The City will cooperate in providing access to city-owned equipment for the purpose of such maintenance, update, repair or reprogramming

5. NO PAYMENT TO ASSISTING JURISDICTION OR OFFICERS

Neither the County nor City shall be responsible or liable for the payment of wages or other remuneration to the other party or to the other party's employee(s), agents or contractors.

6. INDEMNIFICATION

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

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other

Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

For liability, loss, costs, damages, expenses, and/or claims arising from misuse of the communication equipment, liability shall be apportioned entirely to the party responsible for the liability, loss, costs, damages, expenses, and/or claims. If the County and City, working jointly, are unable to determine which party caused the liability, loss, costs, damages, expenses, and/or claims, the parties shall divide the liability evenly.

It is further agreed that ~~the County's~~ each party's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

7. DURATION

This Agreement shall remain in full force and effect until it shall be terminated in the manner provided herein.

8. VIOLATIONS

Both parties shall promptly report any violations or misuse of the data to the other party. Additionally, any violation of the use of the data in accordance with Minn. Stat § 13, Level I Security Awareness training, or established policies shall be immediately addressed by the employing party.

9. NOTICES

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

<u>CITY</u>	<u>County/Division</u>
City of Chanhasse Hamburg	Office of the Carver County
Sheriff	
7700 Market Blvd 181 Broadway Avenue —	606 E 4 th
Street, Chaska Mn 55318	
Chanhasse Hamburg, MN 55339 47 —	952-361-1231
952- 227467 - 44493232	
jkamerud@co.carver.mn.us	
Attn: City Manager City Clerk	
lhokkanen@chanhasse mn.govcityadmin@cityofhamburgmn.com	

10. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. Such notice shall be delivered to the other party's representative in Section 9 of this agreement. Nothing in this contract shall be construed as prohibiting the County from suspending access to the encrypted communication, at any time, for any period of time, with or without notice, if the County determines that suspension better protects data subject privacy, operational integrity, or serves the delivery of emergency response services. Likewise, this agreement shall be terminated should the County be advised by a competent authority to terminate the data sharing agreement.

IN WITNESS WHEREOF, the County and City have hereunto set their hands and seals this _____ day of _____, 20__.

[Remainder of page is intentionally left blank.
Signatures pages to follow.]

CITY OF ~~CHANHASSEN~~HAMBURG

~~Elise Ryan~~Chris Lund, Mayor

Date: _____

Attest:

~~Laurie Hokkanen~~Jeremy Gruenhagen, City

~~Manager~~Clerk-Treasurer

Date: _____

COUNTY OF CARVER

BY: _____
Chair, County Board

BY: _____
Sheriff

ATTEST:

_____, County Administrator

Approved as to Form:

County Attorney

Date: _____



TUESDAY, AUGUST 6, 2024

BICENTENNIAL PARK, HAMBURG, MINNESOTA

Night to Unite is designed to:

- Build police and community partnerships to prevent crime;
- Increase awareness about crime and drug prevention awareness;
- Generate support for, and participation in, local anti-crime programs;
- Strengthen neighborhood spirit and police-community partnerships; and
- Send a message to criminals letting them know that neighborhoods are organized and fighting back!
- Meet your City Council, Staff and Neighbors
- Visit with your Emergency Response Personnel

Fire Truck Rides Starting at 6:00 PM – Prize Drawings

Serving hot dogs, beans, chips, cookies and root-beer floats 5:30 – 7:00 PM
(While Supplies Last)

Hamburg's Night to Unite is hosted by your City Council. Sponsored by the Hamburg Fire Department Relief Association with assistance from Hamburg Lions Club & NYA Area Chamber of Commerce.





Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

(no subject)**Kelly Dohm** <kdohm@mhslaw.com>

Mon, Jul 1, 2024 at 11:16 AM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Cc: Mark Nesvig <MNesvig@mhslaw.com>, Leah Murphy <lmurphy@mhslaw.com>

Jeremy, my office has researched issues involving the City Facebook page which recently began in use over a month ago. The City should not ban or block individual users from its social media pages, as doing so can constitute a First Amendment violation especially when the ban results from the content of a particular user's comments.

That being said, the City does have some options as to how to control public comment on the public page which are as follows:

Option 1: The City could disable all comments on its posts, effectively ending any continued public forum created by the City and transforming the page only into a one-way message board. The City should change the description of the comment moderation on the sidebar to indicate that no public comments will be allowed.

Option 2: The City could continue to allow users to post as they will. If you go this route, then all users may post. You cannot pick individual users to block. Either all users can post, or none of the users can post.

Option 3: The City could implement a comment moderation policy. Generally, the City can create a "limited public forum", with rules about the content so long as the rules are viewpoint neutral and enforced evenly. I would suggest imitating the comment moderation policy of a Minnesota-based branch of a federal agency. There is some risk that the City can overstep its boundaries under this option, however. Because rules must be enforced, some discretion to determine whether any particular comment violates the moderation policy – for example, if the policy bans comments which are "clearly off-topic", what exactly is the topic of each post? If the policy bans defamatory or obscene speech, what constitutes defamation or obscenity? While those have all been found to be acceptable filters for comments in limited public forums, the enforcement could lead to arguments that a particular comment was removed because of the viewpoint expressed. Importantly, a dispute about the application of these rules would be a federal 1983 issue with potential statutory fee awards associated with a violation. The monitoring of it could result in violation of an individual user's First Amendment rights.

In any case, the City should not retroactively apply any forthcoming content moderation to existing comments. If turning comments off entirely does not delete or hide existing comments, then any existing comments should be left as they are.

Please feel free to give me a call to discuss. Thank you.

Best regards,

2024 Nuisance Violations

Resident	Violation Ordinance #	Violation Ordinance Title	Letter Sent	Corrected By Council Date	Issue Resolved	Declared Nuisance	Notes
Name Dave Chadwick Address 679 Park Ave.	93.19	Nuisance Parking and Storage	7/03/2024	7/16/2024			
	93.20	Inoperable Motor Vehicle					
	93.48	Weeds					
Name Dave Chadwick Address 710 Park Ave.	93.48	Weeds	7/03/2024	7/16/2024			
Name Paul Grams Address 410 Sophia Ave.	93.18	Nuisance Affecting Peace and Safety	7/03/2024	7/16/2024			
	93.19	Nuisance Parking and Storage					
	93.20	Inoperable Motor Vehicle					
Name Brian Hermann Address 780 Park Ave.	93.19	Nuisance Parking and Storage	7/03/2024	7/16/2024			
Name Michael Howe Address 625 Kim Ave.	93.18	Nuisance Affecting Peace and Safety	7/03/2024	7/16/2024			
	93.19	Nuisance Parking and Storage					
	93.48	Weeds					
Name William Minnihan Address 421 Henrietta Ave.	93.19	Nuisance Parking and Storage	7/03/2024	7/16/2024			
Name Anthony Proskin Address 619 David Ave.	93.18	Nuisance Affecting Peace and Safety	7/03/2024	7/16/2024			
	93.20	Inoperable Motor Vehicle					
Name Austin Tonneson Address 471 Brad St.	93.48	Weeds	7/03/2024	7/16/2024	7-16-24		
Name Address							
Name Address							
Name Address							
Name Address							
Name Address							
Name Address							

- 93.18 - Nuisance Affecting Peace and Safety
- 93.19 - Nuisance Parking and Storage
- 93.20 - Inoperable Motor Vehicle
- 93.21 - Building Maintenance and Appearance
- 93.48 - Weeds

NOTICE OF PUBLIC HEARING
COUNTY OF CARVER
CHASKA, MINNESOTA

Application for a Conditional Use Permit

NOTICE IS HEREBY GIVEN that on Tuesday, the 16th day of July, 2024, as soon as possible after 7:00 p.m. upstairs in the Human Services Building on the 2nd floor in the Commissioner's Meeting Room of the Carver County Government Center, Chaska, Minnesota, the Carver County Planning Commission will hold a public hearing to consider the application of Sammie Jo Engelmann, representing Emanuel Lutheran Church, for a Conditional Use Permit pursuant to Chapter 152 of the Carver County Code.

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

Approx. 16.63 acre parcel in the N½ of the NW¼ of Section 32, Young America Twp
Address: 18175 County Rd 50

If approved, this Conditional Use Permit (CUP) would allow for the expansion of the Educational & Institutional facility by constructing a new 4500 sq ft building to be used as an early learning and childcare center, replacing the existing house on the site. The County Code allows for large scale activities (i.e. educational & institutional facilities) pursuant to a conditional use permit approval.

All persons interested are invited to attend the hearing and be heard on this matter. Prior to the meeting, anyone who wishes to provide written comments related to the request may email them to: landmanagement@co.carver.mn.us or submit by mail 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: July 3, 2024

Patriot

To be billed to: Public Services Division

Land Management Department at the address above

END

COUNTY OF CARVER
PUBLIC SERVICES DIVISION
Department of Land Management

July 8, 2024

TO: Carver County Planning Commission & Young America Town Board
FROM: The Land Management Department
SUBJECT: Application for a Conditional Use Permit (Large-Scale Activity- Educational, Church)

FILE #: PZ20240022

APPLICANT: Sammie Jo Engelman, on behalf of Emanuel Lutheran Church

OWNER: Emanuel Lutheran Church

SITE ADDRESS: 18175 County Road 50, Hamburg 55339

PERMIT TYPE: Large Scale Activity (Educational, Church)

PURSUANT TO: County Code, Chapter 152, Section 152.080 (C)(2) & (6)

LEGAL DESCRIPTION: See attached Exhibit "A"

PARCELS #: 11-032-0200

STAFF ANALYSIS:

1. The Emanuel Lutheran Church owns an approximately 16.63-acre parcel located in the North Half (N½) of the Northwest Quarter (NW¼) of Section 32, Young America Township. The church has existed on the property since 1864. The property is improved with a church, parking lot, a building containing an elementary school (grades 1-8), a house utilized as a daycare center, and a cemetery. The property is located within the Agricultural Zoning District and the Carver County Water Management Organization (CCWMO)—Bevens Creek watershed.
2. Emanuel Lutheran Church is proposing an expansion of the educational and institutional facility by constructing a new 4,500 square foot building to be used as an early learning and childcare center, replacing the existing house on the site. The new building would be located southeast of the existing church building and would meet all setbacks.
3. The 2040 Comprehensive Plan provides for "Large-Scale Activities with Unique Land or Location Needs" (LU-21) as potential land uses. The application by Emanuel Lutheran Church for a Conditional Use Permit (CUP) is pursuant to Sections 152.080 of the Zoning Code, which reads as follows:

§ 152.080 CONDITIONAL USES—LARGE SCALE ACTIVITIES WITH UNIQUE LAND OR LOCATION NEEDS.

(A) Minimum criteria for issuance.

- (1) The activity conforms to all other county ordinances, state, and federal regulations.
- (2) Minimum five-acre lot size, unless another size is specified under a particular provision.
- (3) Sewage can be managed in accordance with Chapter 52 of this code of ordinances. The county may require design by a registered engineer.
- (4) The activity shall be located on a hard surfaced (blacktop or concrete) road unless specific approval for location on a township road is given by the affected township or townships. The town board may condition its approval of access to a gravel road on agreements with the applicant regarding dust control, maintenance, or similar issues. The terms of the agreement shall be such that the agreement is in force so long as the permit is in effect.
- (5) The activity is of a scale that the demand for support services such as sewer, water, police, fire protection, emergency equipment access, roads, or streets, can be accommodated within the context of the service levels available in the commercial agricultural area.
- (6) Land is not subject to the land use restrictions of an AG preserve covenant.

- (7) The operational characteristics of the proposed activity shall be such that it can be operated on the proposed site and within the current levels of support services and infrastructure. Activities that will have service needs—traffic capacity or roads, waste disposal or management, fire or police protection, sewage disposal—that will exceed those available in the area should locate in municipalities where the services are available.

(B) Minimum conditions.

- (1) Permit shall be subject to administrative review or compliance review as set by the permit.
- (2) The operational plan and site plan shall become part of the permit.
- (3) The activity must operate in conformance with the approved site plan and operational plan and other provisions of this chapter. The site plan and operational plan shall become part of the permit.
- (4) The applicant must submit a copy of workers compensation insurance or sign an affidavit stating that he or she will not have any employees.
- (5) All buildings used in the operation must meet the State Building Code.

(C) Activities.

- (2) Churches. Related structures and activities, including education and classes, located on the same site which are an integral part of the church proper and convents or homes for persons related to the religious functions. The number of dwelling units permitted shall not exceed the number of building eligibilities available or the number of units existing on the church site as of September 1, 1998.
- (6) Recreational, educational, institutional facilities or activities that require a location in a rural area because of a need for seclusion or a natural setting or a large area of land or activities conducted on a permanent, seasonal, or scheduled basis subject to the following criteria:
 - (a) No more than 20% of the land utilized for the activity, with the exception of agri-tourism, shall be designated as prime agricultural land under till, as illustrated by the Carver County geographic information systems (GIS) mapping;
 - (b) The road authority will grant an access permit;
 - (c) A certificate of insurance and/or a performance surety may be required;
 - (d) A stipulation is made in the permit as to the number of persons to be using the facility at any one time;
 - (e) Any type of special event that will attract or involve more than the number of people stipulated in subsection (6)(d) above shall require approval of the County Board.

Ord. 47, passed 7-23-02; Am. Ord. 58-2007, passed 3-27-07; Am. Ord. 70-2010, passed 1-25-11; Am. Ord. 80-2015, passed 6-16-15; Am. Ord. 97-2021, passed 7-20-21)

4. There have been several CUPs issued to Emanuel Lutheran Church over the years to expand the church operations and educational institution on this property. In 1979, Conditional Use Permit #3704 was granted to construct a teacherage on the property to replace an existing structure. In 1992, Conditional Use Permit #8648 was granted to the Emanuel Lutheran Church and school to “approve the site plan and operations plan for the church facility and allow for the construction of a gymnasium and church addition” on the subject parcel. In addition, the Board of Adjustment issued Variance #PZ20220010 to allow for increased signage square footage and an electronic changeable copy sign.
5. The Site Plan (dated June 26, 2024) shows the church and school grounds with the proposed new 4,520 square foot building. The existing home to be demolished is shown, as well as the expanded play area and reconfigured parking and school drop off. One storage building, a utility shed approximately 35’ x 45’ (1,575 square feet), will be relocated southward along an existing driveway to accommodate the new structure. The remainder of the property shall remain unchanged. Additional site plans are included that show the exterior and interior of the proposed daycare building, with indoor play areas, preschool room, toddler room, infant room, a commercial kitchen, and laundry facility, as well as staff rooms and bathroom facilities.

6. Described in the applicant's narrative (dated June 18, 2024), Emanuel Lutheran Church has been utilizing the residential home on the property as a Special Family Childcare facility, licensed for 14 children. To meet additional demand for quality childcare in the area, including neighboring counties, the church is proposing an additional 4,500 square foot building. The new center would allow for up to 42 children ages 6 weeks to 5 years, an increase of 28 children from current capacity. A minimum of 7 staff members will be required.
7. The narrative also explains the hours of operation will be 6:30AM to 5:30PM Monday-Friday throughout the year. "This will attribute to a potential 84 trips in and out of the parking lot daily by families drop off and pick up of children, in addition to families, staff trips will be daily up to 20 trips in and out." The applicant states that the 7-10 staff vehicles would fit in the existing parking lot. Existing landscape screening on the property shall remain surrounding the parking area and proposed facility.
8. The submitted narrative lists the proposed signage to be affixed to the building and is not expected to exceed 18 square feet. Additional signage is proposed to replace existing signage on the electronic sign at the corner of Highway 25 and County Road 50. All signage must comply with County Sign Regulations.
9. On June 26, 2024, staff spoke with Jeremy Gruenhagen, City Clerk and Treasurer for the City of Hamburg. Mr. Gruenhagen confirmed that the city's sewer system has been serving the church property for many years and would continue to have capacity for any additional sanitary sewerage with the proposed childcare facility. The facility would be served by a private well.
10. The subject property is located within the Carver County Water Management Organization (CCWMO) jurisdiction. In an email dated June 27, 2024, Paul Moline, Carver County Public Services Deputy Director stated the request does not trigger any WMO requirements, so no comments are necessary at this time.
11. On July 2, 2024, this request was reviewed by Mike Wanous, Carver County Soil and Water Conservation District Manager, who stated there are no concerns or comments on this approval.
12. At their July 9, 2024, meeting, the Young America Township Board will review the CUP request. At time of publication of this staff memo, no additional comments and concerns have been sent by the Town Board. The recommendation form as well as any comments may be provided prior to the Planning Commission meeting.

PLANNING COMMISSION CONSIDERATION:

- If the Planning Commission recommends approval of the Emanuel Lutheran Church Conditional Use Permit application for the addition of an early learning center and childcare facility as a Large-Scale Activity – Church, Educational Facility on the property legally described in the attached Exhibit "A", the following conditions should be attached to the permit:
1. The permit is subject to compliance review. A change in ownership, operations or operator shall be cause for the permit to be reviewed by Land Management for a determination as to whether an application for an amendment or similar consideration is necessary. Proposed owners and/or operators are encouraged to contact Land Management as early in the timeline of the proposed change as possible.
 2. Operations shall be substantially in accordance with the Project Description and Operations Plan (dated June 18, 2024) and Site Plans (dated June 26, 2024). The hours of operation for programmed activities are 6:30AM – 5:30PM on weekdays.
 3. Any grading, and/or filling activity on the property shall be completed in accordance with regulations of the Carver County Water Management Organization (CCWMO) and the Wetland Conservation Act (WCA), if applicable. Review and approvals are required prior to the issuance of construction and/or building permits, if applicable.

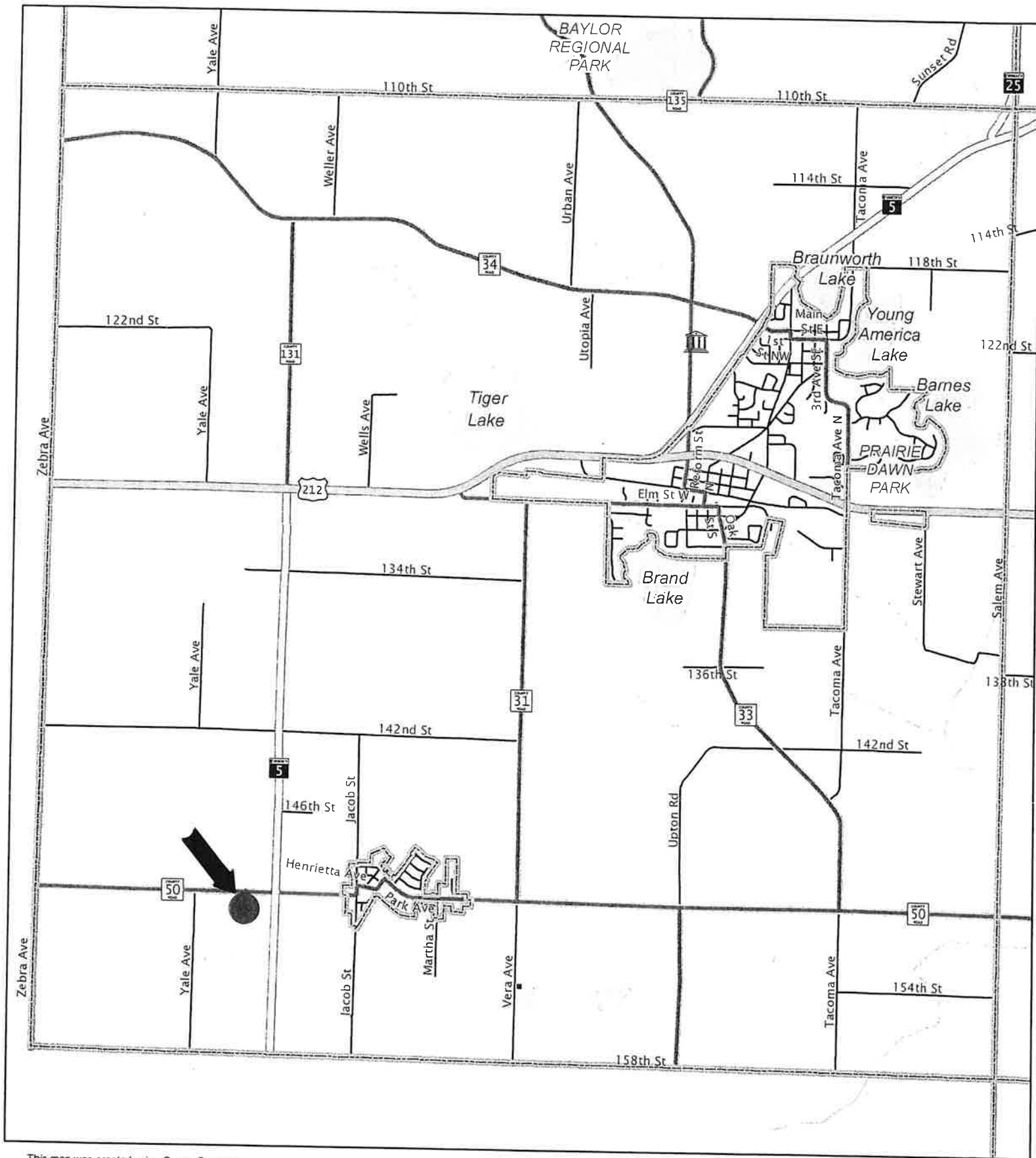
4. All structures used in conjunction with the Emanuel Lutheran Church operations, shall meet the applicable requirements of the Carver County Zoning Code, State Building Code, and applicable Fire Code. Any required building permits shall be applied for and issued prior to construction. Any future remodeling or construction shall be reviewed by the Zoning Administrator to determine if an amendment to the CUP and/or variance is necessary.
 5. The permittee shall comply with all access permits and any access improvements required by Carver County Public Works. No public parking shall be allowed along County Rd. 50. No construction shall occur within the public right-of-way without the proper permit(s).
 6. Sanitary sewer service must be provided by the City of Hamburg, or the facility must comply with Carver County Chapter 52 - Subsurface Sewage Treatment System (SSTS) regulations.
 7. The permittee is responsible for obtaining and abiding by all appropriate permits and licensing from the Department of Human Services, Department of Health, Dept of Agriculture, and all required food service permits, if applicable.
 8. The permittee shall comply with all conditions of Chapter 50: Solid Waste Management of the Carver County Code of Ordinances pertaining to the storage and disposal of solid waste materials.
 9. Permittee shall submit Certificate of Workers' Compensation Insurance to the Land Management Department annually. The insurance shall be maintained for the duration of the CUP.
 10. The Permittee shall comply at all times with the County standards as detailed in Chapter 152 – Zoning Code and Chapter 154 – Sign Regulations, MN State Building Code requirements, and all other applicable local, state, and federal regulations. Any increase in signage square footage will require a variance.
- If the Planning Commission recommends denial of the permit application, the deficiencies found in Section 152.251 (Required Findings) of the Carver County Zoning Code, should be referenced, as follows:

§ 152.251 REQUIRED FINDINGS.

An order for the issuance of a CUP or IUP can be adopted only if all the following are found as fact. Any conditions imposed by the permit or actions required as part of the order shall be considered in making findings:

- (A) The conditional or interim use is permitted as a permitted conditional or interim use within the zoning district and meets all requirements of this chapter and any other county, regional, state, or federal laws, ordinances, rules, or regulations.
- (B) The conditional or interim use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.
- (C) The establishment of a conditional or interim use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- (D) The effects of the proposed use will not be detrimental to the health, safety, and welfare of Carver County or to the occupants of the immediate neighborhood.
- (E) That adequate utilities, access roads, drainage and other facilities have been or are being provided.
- (F) That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use if these measures are applicable.
- (G) That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so that none of these will constitute a nuisance if these measures are applicable.
- (H) The use or development conforms to the County Comprehensive Plan.
- (I) The use or development is compatible with the land uses in the neighborhood.
- (J) A public hearing was held pursuant to § 152.285 and M.S. § 394.26, as it may be amended from time to time.

YOUNG AMERICA TOWNSHIP

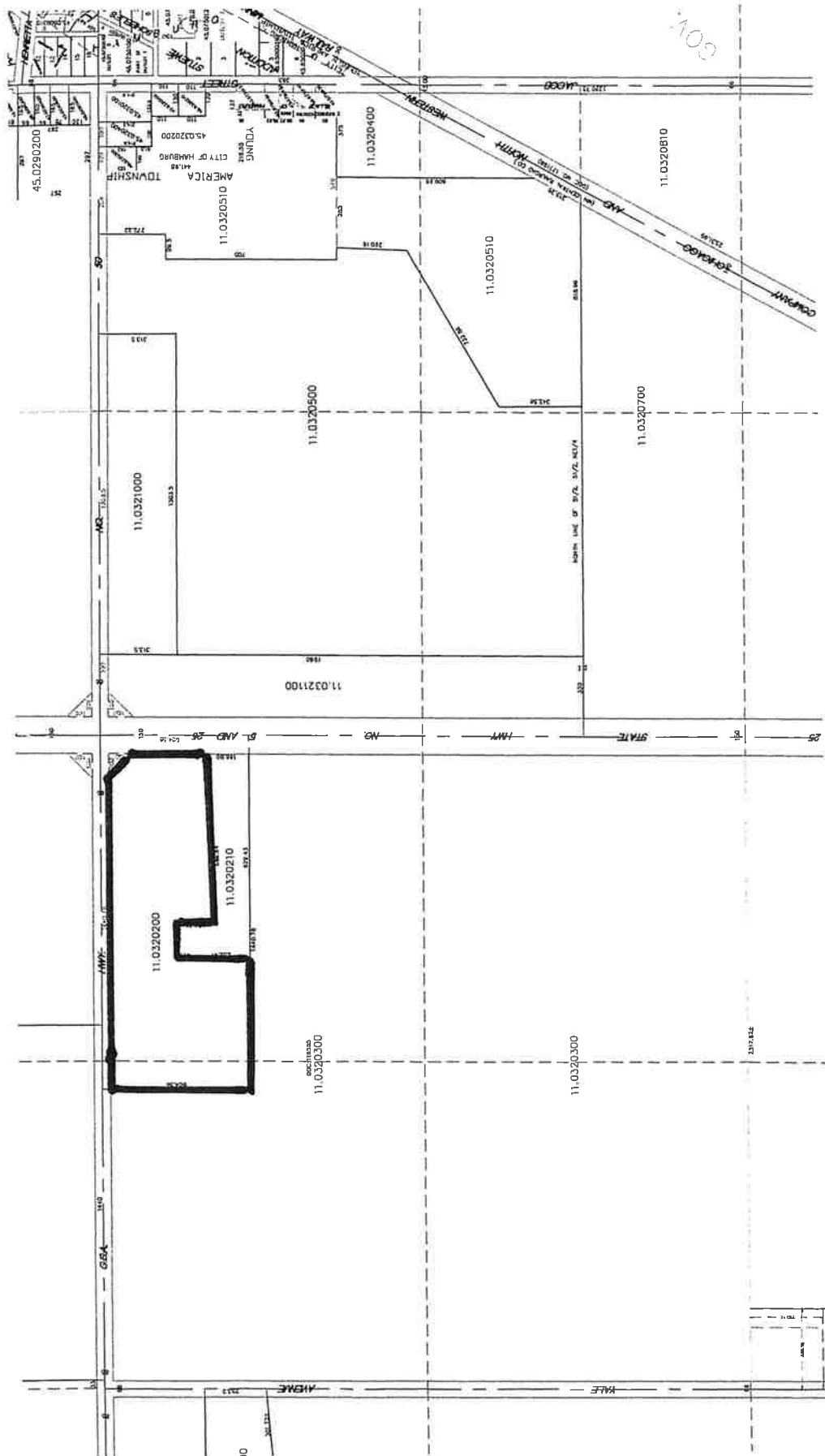


This map was created using Carver County's Geographic Information Systems (GIS). It is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

0 1 2 Miles



THIS IS NOT A LEGALLY RECORDED PLAN.
THIS MAP IS A COMPILATION OF RECORDS
AS THEY APPEAR IN THE CAVERT COUNTY
OFFICE AND OTHER SOURCES. THIS MAP
IS ONLY TO BE USED FOR REFERENCE.
PARISHES, THE COUNTY AND ITS AGENTS
ARE NOT RESPONSIBLE FOR ANY
INACCURACIES CONTAINED THEREIN.



June 18, 2024

Carver County Planning Commission

With regards to the attached Conditional Use Permit, please see the details laid out below for an in-depth look at the proposed request.

The congregation of Emanuel Lutheran Church of Hamburg is looking for approval of large-scale activity with unique land and location needs conditional use permit to construct a new building on the property currently owned by Emanuel Lutheran Church. The property owned is 20 acres, and currently consists of the Church, elementary school and gymnasium, one residential home, one residential home currently used as a Special Family Childcare, the additional building to be constructed is around 4,500 square feet. This building would be located to the southeast of the church building, where the current utility shed is located and next to an existing home which was the old parsonage home. The proposed plan is to relocate the utility shed to another location on the plot of land owned by the church and remove the home post construction of new building. Relocation of the utility shed is proposed to be to the southeast of the current location, along the west side of the gravel cemetery driveway. The utility shed will remain the same size at 35' x 45'.

The proposed business operation for this new building is an early learning and childcare center. This center will be licensed for 42 children ages 6 weeks to 5 years and will require a minimum of 7 staff members. This new center will allow for an increase in 28 children from our current operations, which is licensed for 14 children, due to capacity and overall building model. The new building with operations will help to bridge the gap of large lack of quality childcare in the surrounding areas, reaching Sibley County and McLeod County. The hours of operation will be 6:30am to 5:30pm (at a minimum) Monday – Friday, year-round. This will attribute to a potential 84 trips in and out of the parking lot daily by families drop off and pick up of children. In addition to families, staff trips would be a minimum of 14 trips in and out daily up to 20 trips in and out daily. We do not expect any business vehicles, rather, we do expect 7 to 10 staff vehicles, with ample parking as the building will be located off the current existing parking lot.

Use of this new building will be limited to childcare operations. The proposed new building will be about 4,500 square feet which will include three classrooms, a sport court, public bathroom, kitchen, storage space, and office space. The design is to accommodate licensing requirements by the Department of Human Services, with storage space located in the attic of the building. There is an existing playground that will remain to the west of the new building with some slight modifications.

Water service will remain the same from the well on the property. Sewage disposal and waste management will continue as is, with connection to the City of Hamburg sewer system. The new building will be located off the existing parking lot. The existing parking lot has ample parking for both handicap and general. Existing landscape screening on the property will remain and will provide sufficient screening.

Proposed new signage will be affixed to the building and is not expected to exceed 18 square feet, with additional signage as replacement of existing signage on the current electronic sign on the corner of highway 25 and county road 50.

Persons with access to the building other than the owner will be the following, staff providing the childcare, children in care, families of the children, congregation members for volunteering, maintenance and cleaning crews, and board members for management.

Thank you for your consideration.

Sammie Englemann on behalf of Emanuel Lutheran Church.

How does “front loading” versus accrual of hours affect carryover into the next year under Minnesota’s ESST law?

“Front loading” of ESST hours is an alternative method for providing ESST to employees. This option allows employers to record accrual of ESST once a year and avoid carry over of hours from year to year. Some employers may want to use this method to reduce the calculations and recordkeeping required for accrual by pay period (weekly, biweekly, twice monthly or monthly).

Employers may choose whether hours will accrue each pay period or be “front loaded” at the start of each year. Option 1 allows for carryover, but employers can avoid carryover requirements by using either Option 2 or 3.

Option 1. Accrual and carryover:

- employees begin accruing ESST from their first day of employment;
- ESST accrues at a rate of at least one hour for every 30 hours worked;
- employees are permitted to accrue a minimum of up to 48 hours of ESST in a year (more if the employer agrees to a higher amount); and
- employees can carry over unused ESST into the next year. However, at no time can an employee’s accrued ESST exceed 80 hours (unless the employer agrees to a higher amount).

Option 2. Front loading with pay out and no carryover:

- A minimum of 48 hours of ESST is provided to an employee and made available for immediate use at the start of each year; and
- unused ESST hours are paid out at the end of the accrual year at the employee’s base rate.

Option 3. Front loading with no pay out and no carryover:

- A minimum of 80 hours of ESST is provided to an employee and made available for immediate use at the start of each year; and
- the ESST hours the employee did not use are not paid out at the end of the accrual year.

EARNED SICK AND SAFE LEAVETIME

Employees, including temporary and part-time employees, who are anticipated to perform work for at least 80 hours in a year for the City of Hamburg (the "City") are provided with earned sick and safe time in accordance with this policy. For full-time employees, 48 hours of ESST will be frontloaded as of January 1st of each year. Unused ESST hours will be paid out as of December 31st of each calendar year. For temporary and seasonal employees, ESST hours will accrue at the rate of one hour for every 30 hours worked and unused ESST hours will be carried over into the next calendar year up to a maximum of 80 hours.

Definitions

For purposes of this policy, "family member" means: 1) an employee's (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis; (ii) spouse or registered domestic partner; (iii) sibling, stepsibling, or foster sibling; (iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child; (v) grandchild, foster grandchild, or step grandchild; (vi) grandparent or step grandparent; (vii) a child of a sibling of the employee; (viii) a sibling of the parents of the employee; or (ix) a child-in-law or sibling-in-law; (2) any of the family members listed in clause (1) of a spouse or registered domestic partner; (3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and (4) up to one individual annually designated by the employee.

For purposes of this policy, "health care professional" means any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel. "Sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352 of the Minnesota statutes. "Stalking" has the meaning given in section 609.749. "Year" means a regular and consecutive 12-month period, as determined by the City and clearly communicated to each employee of the City.

For purposes of this policy, "base rate" means: 1) for employees paid on an hourly basis, the same rate received per hour of work; 2) for employees paid on an hourly basis who receive multiple hourly rates, the rate the employee would have been paid for the period of time in which leave was taken; 3) for employees paid on a salary basis, the same rate guaranteed to the employee as if the employee had not taken the leave; and 4) for employees paid solely on a commission, piecework, or any basis other than hourly or salary, a rate no less than the applicable local, state, or federal minimum wage, whichever is greater. "Base rate" does not include commissions; shift differentials that are in addition to an hourly rate; premium payments for overtime work; premium payments for work on Saturdays, Sundays, holidays, or scheduled days off; bonuses; or gratuities.

For purposes of this policy, "employee" means any person who is employed by the City, including temporary and part-time employees, who is anticipated by the City to perform work for at least 80 hours in a year for the City in Minnesota.

Accrual of Earned Sick and Safe Time

An employee accrues a minimum of one hour of earned sick and safe time for every 30 hours worked up to a maximum of 48 hours of earned sick and safe time in a year. Employees may not accrue more than 48 hours of earned sick and safe time in a year unless the City agrees to a higher amount. Except as provided below, the City must permit an employee to carry over accrued but unused sick and safe time into the following year. The total amount of accrued but unused earned sick and safe time for an employee must not exceed 80 hours at any time, unless the City agrees to a higher amount. In lieu of permitting the carryover of accrued but unused sick and safe time into the following year as provided in the preceding sentence, the City may provide an employee with earned sick and safe time for the year that meets or exceeds the requirements of this policy that is available for the employee's immediate use at the beginning of the subsequent year as follows: (i) 48 hours, if the City pays an employee for accrued but unused sick and safe time at the end of a year at the same hourly rate as an employee earns from employment; or (ii) 80 hours, if the City does not pay an employee for accrued but unused sick and safe time at the end of a year at the same or greater hourly rate as an employee earns from employment. In no case shall this hourly rate be less than that provided under section 177.24, or an applicable local minimum wage.

Employees who are exempt from overtime requirements under United States Code, title 29, section 213(a)(1), as amended through the effective date of this section, are deemed to work 40 hours in each workweek for purposes of accruing earned sick and safe time, except that an employee whose normal workweek is less than 40 hours will accrue earned sick and safe time based on the normal workweek.

Earned sick and safe time under this section begins to accrue at the commencement of employment of the employee. Employees may use earned sick and safe time as it is accrued. The accrual year for the employee shall be the calendar year ~~of as calculated from the commencement date of employee's employment.~~

Eligible Use

An employee may use accrued earned sick and safe time for: (1) an employee's: (i) mental or physical illness, injury, or other health condition; (ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or (iii) need for preventive medical or health care; (2) care of a family member: (i) with a mental or physical illness, injury, or other health condition; (ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or (iii) who needs preventive medical or health care; or (iv) who needs to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member; (3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to: (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; (ii) obtain services from a victim services organization; (iii) obtain psychological or other counseling; (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking; (4) closure of the employee's place of business due to weather or other public emergency or an

employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency; (5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the City due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the City has requested a test or diagnosis; and (6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Notwithstanding the above, an employee may not use sick and safe time under the conditions described in (4) above if: 1) the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to the public emergency or weather event; 2) the employee is a firefighter; a peace officer; or a public employee holding a commercial driver's license; and 3) the employee is needed for the City to maintain minimum staffing requirements, and the City has a written policy setting forth this exception.

Notice

The City may require notice of the need for use of earned sick and safe time as provided in this paragraph. If the need for use is foreseeable, the City may require advance notice of the intention to use earned sick and safe time but must not require more than seven days' advance notice. If the need is unforeseeable, the City may require an employee to give notice of the need for earned sick and safe time as soon as practicable. the City requires employees to complete in the payroll software system, if applicable, the reason for the leave by designating the numerical reason for the leave as described in the Eligible Use section of this policy (i.e., reason or clause (1), (2), (3), (4), (5), or (6)). Otherwise, the reason for the leave shall be designated by the employee on a written notice form as provided by the City requesting sick and safe time leave. Copies of the written notice form are available to employees upon request from the City Clerk/-Treasurer.

Documentation

When an employee uses earned sick and safe time for more than three ~~consecutive~~scheduled work days, the City may require reasonable documentation that the earned sick and safe time is covered by this policy. For earned sick and safe time under clauses (1), (2), (5), and (6), reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating the employee is using or used earned sick and safe time for a qualifying purpose covered by clauses (1), (2), (5), or (6).

For earned sick and safe time under clause (3), the City must accept a court record or documentation signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation. If documentation cannot be obtained in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as set forth herein.

For earned sick and safe time to care for a family member under clause (4), the City must accept as reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.

The City must not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this policy.

Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format. Copies of the reasonable documentation form are available from the City Clerk-Treasurer.

Replacement Worker

The City may not require, as a condition of an employee using earned sick and safe time, that the employee seek or find a replacement worker to cover the hours the employee uses as earned sick and safe time.

Increment of Time Used

Earned sick and safe time may be used in the ~~smallest~~same increment of time ~~tracked by the City's payroll system for which employees are paid,~~ provided such increment that the City is not required to provide leave in less than 15-minute increments nor can the City require use of earned sick and safe time in more than four-hour increments.

Pay and Benefits

During any use of earned sick and safe time, the City must maintain coverage under any group insurance policy, group subscribe contract, or health care plan for the employee and any dependents, as if the employee was not using earned sick and safe time, provided, however, that the employee must continue to pay any employee share of the cost of such benefits.

An employee returning from a leave under this section is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from a leave is entitled to retain all accrued pre-leave benefits of employment and seniority as if there had been no interruption in service, provided that nothing under this policy prevents the accrual of benefits or seniority during the leave pursuant to a collective bargaining or other agreement between the City and employees.

Part-time Return from Leave

An employee, by agreement with the City, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave, as provided under this policy.

Retaliation

The City shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under this policy, including but not limited to because the person requested earned sick and safe time, used earned sick and safe time, requested a statement of accrued sick and safe time, informed any person of his or her potential rights under this policy, made a complaint or filed an action to enforce a right to earned sick and safe time under this section, or is or was participating in any manner in an investigation, proceeding, or hearing as it relates to this policy. Employees have the right to file a complaint or bring a civil action if earned sick and safe time is denied by the City or if the employee is retaliated against for requesting or using earned sick and safe time.

It shall be unlawful for the City's absence control policy or attendance point system to count earned sick and safe time taken under this act as an absence that may lead to or result in retaliation or any other adverse action.

It shall be unlawful for the City or any other person to report or threaten to report the actual or suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under this act. A person need not explicitly refer to the specific laws or the rights enumerated in the specific laws to be protected from retaliation.

Separation from Employment

Employees are not entitled to accrued, but unused, sick and safe time under this policy upon separation from employment with the City, whether the separation is voluntary or involuntary.

Employer Records and required statement to employees

~~The City shall retain accurate records documenting hours worked by employees and earned sick and safe time taken.~~ The City shall retain accurate records documenting hours worked by employees and earned sick and safe time taken. At the end of each pay period, the City shall provide, in writing or electronically, information stating the employee's current amount of: 1) the total number of earned sick and safe time hours available to the employee for use; and 2) the total number of earned sick and safe time hours used during the pay period. The City may choose a reasonable system for providing this information, including but not limited to listing information on or attached to each earnings statement or an electronic system where employees can access this information. Should the City choose to provide this information by electronic means, the City must provide employees access to a City-owned computer during an employee's regular working hours to review and print. The City must allow an employee to inspect records required by this policy to be kept and relating to that employee at a reasonable time and place. If the City possesses: (1) health or medical information regarding an employee or an employee's family member; (2) information pertaining to domestic abuse, sexual assault, or stalking; (3) information that the employee has requested or obtained leave under this policy; or (4) any

written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member, the City must treat such information as confidential.

Information given by an employee may only be disclosed by the City if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law. Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for purposes of this policy must be maintained as confidential medical records separate from the usual personnel files. At the request of the employee, the City must destroy or return the records required by this policy that are older than three years prior to the current calendar year. The City may not discriminate against any employee based on records created for the purposes of this policy.

~~(This policy goes into effect January 1, 2024).~~

The records required by this policy must be kept for three years. All records required to be kept must be readily available for inspection by the commissioner upon demand. The records must be either kept at the place where the employees are working or kept in a manner that allows the city to comply with this paragraph within 72 hours.

Remedies

If the City does not provide earned sick and safe time, or does not allow the use of earned sick and safe time, the City is liable to all employee who were not provided or not allowed to use earned sick and safe time for an amount equal to all earned sick and safe time that should have been provided or could have been used, plus an additional equal amount as liquidated damages.

If the City does not possess records sufficient to determine the earned sick and safe time an employee should have been provided, the City is liable to the employee of an amount equal to 48 hours of earned sick and safe time for each year earned sick and safe time was not provided, plus an additional equal amount as liquidated damages.

EARNED SICK AND SAFE TIME

Employees, including temporary and part-time employees, who are anticipated to perform work for at least 80 hours in a year for the City of Hamburg (the "City") are provided with earned sick and safe time in accordance with this policy. For full-time employees, 48 hours of ESST will be frontloaded as of January 1st of each year. Unused ESST hours will be paid out as of December 31st of each calendar year. For temporary and seasonal employees, ESST hours will accrue at the rate of one hour for every 30 hours worked and unused ESST hours will be carried over into the next calendar year up to a maximum of 80 hours.

Definitions

For purposes of this policy, "family member" means: 1) an employee's (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis; (ii) spouse or registered domestic partner; (iii) sibling, stepsibling, or foster sibling; (iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child; (v) grandchild, foster grandchild, or step grandchild; (vi) grandparent or step grandparent; (vii) a child of a sibling of the employee; (viii) a sibling of the parents of the employee; or (ix) a child-in-law or sibling-in-law; (2) any of the family members listed in clause (1) of a spouse or registered domestic partner; (3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and (4) up to one individual annually designated by the employee.

For purposes of this policy, "health care professional" means any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel. "Sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352 of the Minnesota statutes. "Stalking" has the meaning given in section 609.749. "Year" means a regular and consecutive 12-month period, as determined by the City and clearly communicated to each employee of the City.

For purposes of this policy, "base rate" means: 1) for employees paid on an hourly basis, the same rate received per hour of work; 2) for employees paid on an hourly basis who receive multiple hourly rates, the rate the employee would have been paid for the period of time in which leave was taken; 3) for employees paid on a salary basis, the same rate guaranteed to the employee as if the employee had not taken the leave; and 4) for employees paid solely on a commission, piecework, or any basis other than hourly or salary, a rate no less than the applicable local, state, or federal minimum wage, whichever is greater. "Base rate" does not include commissions; shift differentials that are in addition to an hourly rate; premium payments for overtime work; premium payments for work on Saturdays, Sundays, holidays, or scheduled days off; bonuses; or gratuities.

For purposes of this policy, "employee" means any person who is employed by the City, including temporary and part-time employees, who is anticipated by the City to perform work for at least 80 hours in a year for the City in Minnesota.

Accrual of Earned Sick and Safe Time

An employee accrues a minimum of one hour of earned sick and safe time for every 30 hours worked up to a maximum of 48 hours of earned sick and safe time in a year. Employees may not accrue more than 48 hours of earned sick and safe time in a year unless the City agrees to a higher amount. Except as provided below, the City must permit an employee to carry over accrued but unused sick and safe time into the following year. The total amount of accrued but unused earned sick and safe time for an employee must not exceed 80 hours at any time, unless the City agrees to a higher amount. In lieu of permitting the carryover of accrued but unused sick and safe time into the following year as provided in the preceding sentence, the City may provide an employee with earned sick and safe time for the year that meets or exceeds the requirements of this policy that is available for the employee's immediate use at the beginning of the subsequent year as follows: (i) 48 hours, if the City pays an employee for accrued but unused sick and safe time at the end of a year at the same hourly rate as an employee earns from employment; or (ii) 80 hours, if the City does not pay an employee for accrued but unused sick and safe time at the end of a year at the same or greater hourly rate as an employee earns from employment. In no case shall this hourly rate be less than that provided under section 177.24, or an applicable local minimum wage.

Employees who are exempt from overtime requirements under United States Code, title 29, section 213(a)(1), as amended through the effective date of this section, are deemed to work 40 hours in each workweek for purposes of accruing earned sick and safe time, except that an employee whose normal workweek is less than 40 hours will accrue earned sick and safe time based on the normal workweek.

Earned sick and safe time under this section begins to accrue at the commencement of employment of the employee. Employees may use earned sick and safe time as it is accrued. The accrual year for the employee shall be the calendar year.

Eligible Use

An employee may use accrued earned sick and safe time for: (1) an employee's: (i) mental or physical illness, injury, or other health condition; (ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or (iii) need for preventive medical or health care; (2) care of a family member: (i) with a mental or physical illness, injury, or other health condition; (ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or (iii) who needs preventive medical or health care; or (iv) who needs to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member; (3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to: (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; (ii) obtain services from a victim services organization; (iii) obtain psychological or other counseling; (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking; (4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due

to weather or other public emergency; (5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the City due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the City has requested a test or diagnosis; and (6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Notwithstanding the above, an employee may not use sick and safe time under the conditions described in (4) above if: 1) the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to the public emergency or weather event; 2) the employee is a firefighter; a peace officer; or a public employee holding a commercial driver's license; and 3) the employee is needed for the City to maintain minimum staffing requirements, and the City has a written policy setting forth this exception.

Notice

The City may require notice of the need for use of earned sick and safe time as provided in this paragraph. If the need for use is foreseeable, the City may require advance notice of the intention to use earned sick and safe time but must not require more than seven days' advance notice. If the need is unforeseeable, the City may require an employee to give notice of the need for earned sick and safe time as soon as practicable. The City requires employees to complete in the payroll software system, if applicable, the reason for the leave by designating the numerical reason for the leave as described in the Eligible Use section of this policy (i.e., reason or clause (1), (2), (3), (4), (5), or (6)). Otherwise, the reason for the leave shall be designated by the employee on a written notice form as provided by the City requesting sick and safe time leave. Copies of the written notice form are available to employees upon request from the City Clerk-Treasurer.

Documentation

When an employee uses earned sick and safe time for more than three scheduled work days, the City may require reasonable documentation that the earned sick and safe time is covered by this policy. For earned sick and safe time under clauses (1), (2), (5), and (6), reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating the employee is using or used earned sick and safe time for a qualifying purpose covered by clauses (1), (2), (5), or (6).

For earned sick and safe time under clause (3), the City must accept a court record or documentation signed by a volunteer or employee of a victims services organization, an attorney,

a police officer, or an antiviolenace counselor as reasonable documentation. If documentation cannot be obtained in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as set forth herein.

For earned sick and safe time to care for a family member under clause (4), the City must accept as reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.

The City must not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this policy.

Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format. Copies of the reasonable documentation form are available from the City Clerk-Treasurer.

Replacement Worker

The City may not require, as a condition of an employee using earned sick and safe time, that the employee seek or find a replacement worker to cover the hours the employee uses as earned sick and safe time.

Increment of Time Used

Earned sick and safe time may be used in the same increment of time for which employees are paid, provided that the City is not required to provide leave in less than 15-minute increments nor can the City require use of earned sick and safe time in more than four-hour increments.

Pay and Benefits

During any use of earned sick and safe time, the City must maintain coverage under any group insurance policy, group subscribe contract, or health care plan for the employee and any dependents, as if the employee was not using earned sick and safe time, provided, however, that the employee must continue to pay any employee share of the cost of such benefits.

An employee returning from a leave under this section is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from a leave is entitled to retain all accrued pre-leave benefits of employment and seniority as if there had been no interruption in service, provided that nothing under this policy prevents the accrual of benefits or seniority during the leave pursuant to a collective bargaining or other agreement between the City and employees.

Part-time Return from Leave

An employee, by agreement with the City, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave, as provided under this policy.

Retaliation

The City shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under this policy, including but not limited to because the person requested earned sick and safe time, used earned sick and safe time, requested a statement of accrued sick and safe time, informed any person of his or her potential rights under this policy, made a complaint or filed an action to enforce a right to earned sick and safe time under this section, or is or was participating in any manner in an investigation, proceeding, or hearing as it relates to this policy. Employees have the right to file a complaint or bring a civil action if earned sick and safe time is denied by the City or if the employee is retaliated against for requesting or using earned sick and safe time.

It shall be unlawful for the City's absence control policy or attendance point system to count earned sick and safe time taken under this act as an absence that may lead to or result in retaliation or any other adverse action.

It shall be unlawful for the City or any other person to report or threaten to report the actual or suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under this act. A person need not explicitly refer to the specific laws or the rights enumerated in the specific laws to be protected from retaliation.

Separation from Employment

Employees are not entitled to accrued, but unused, sick and safe time under this policy upon separation from employment with the City, whether the separation is voluntary or involuntary.

Employer Records and required statement to employees

The City shall retain accurate records documenting hours worked by employees and earned sick and safe time taken. At the end of each pay period, the City shall provide, in writing or electronically, information stating the employee's current amount of: 1) the total number of earned sick and safe time hours available to the employee for use; and 2) the total number of earned sick and safe time hours used during the pay period. The City may choose a reasonable system for providing this information, including but not limited to listing information on or attached to each earnings statement or an electronic system where employees can access this information. Should the City choose to provide this information by electronic means, the City must provide employees access to a City-owned computer during an employee's regular working hours to review and print. The City must allow an employee to inspect records required by this policy to be kept and relating to that employee at a reasonable time and place. If the City possesses: (1) health or medical information regarding an employee or an employee's family member; (2) information pertaining to domestic abuse, sexual assault, or stalking; (3) information that the employee has requested or obtained leave under this policy; or (4) any written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member, the City must treat such information as confidential.

Information given by an employee may only be disclosed by the City if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law. Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for purposes of this policy must be maintained as confidential medical records separate from the usual personnel files. At the request of the employee, the City must destroy or return the records required by this policy that are older than three years prior to the current calendar year. The City may not discriminate against any employee based on records created for the purposes of this policy.

The records required by this policy must be kept for three years. All records required to be kept must be readily available for inspection by the commissioner upon demand. The records must be either kept at the place where the employees are working or kept in a manner that allows the city to comply with this paragraph within 72 hours.

Remedies

If the City does not provide earned sick and safe time, or does not allow the use of earned sick and safe time, the City is liable to all employee who were not provided or not allowed to use earned sick and safe time for an amount equal to all earned sick and safe time that should have been provided or could have been used, plus an additional equal amount as liquidated damages.

If the City does not possess records sufficient to determine the earned sick and safe time an employee should have been provided, the City is liable to the employee of an amount equal to 48 hours of earned sick and safe time for each year earned sick and safe time was not provided, plus an additional equal amount as liquidated damages.

WWW.TEXTMYGOV.COM

The logo features the text "TextMyGov" in a bold, black, sans-serif font, centered within a green speech bubble. The speech bubble has a tail pointing towards the bottom left. This entire graphic is positioned inside a large, thin green square frame that is open on the right side.

TextMyGov

PROPOSAL

DATE: 06/12/2024

Prepared For:

Hamburg MN
181 Broadway Ave Hamburg, MN 55339

Prepared By:

Kade Roberson | Account Executive
TextMyGov

INTRODUCTION To TEXTMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMyGov SOLUTION

Summary for: Hamburg

FEATURE	SOLUTION
<i>FIND INFORMATION</i>	<ul style="list-style-type: none">TextMyGov allows citizens to find information using our smart texting solution. Citizens can ask questions via text messages and receive automatic responses based on Key Words in their initial text.
<i>REPORT ISSUES</i>	<ul style="list-style-type: none">TextMyGov allows citizens to report issues such as "Stray Dog" or "Pothole" via text messaging from their phone.Agencies can customize a text thread to help gather important information such as citizen name, address of reported issue, and even allow citizens to send a picture of the reported issue.TextMyGov will automatically notify the correct department of the reported issue via email or text message.
<i>SEND ALERTS</i>	<ul style="list-style-type: none">TextMyGov gives agencies the ability to send out notifications/alerts as a text message.Agencies can create different notification groups like "City Events" or "County Elections" and citizens can choose what notification group to Opt-In to.
<i>DEMO RECORDING</i>	<ul style="list-style-type: none">View Zoom Meeting Here

COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM Three-Years. The agreement is set to be automatically renewed after the initial TERM. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as **Exhibit A** or viewed at [TextMyGov Terms & Conditions](#).

Package Details

	Price	Billing
TextMyGov Service: <ul style="list-style-type: none">• TextMyGov web-based software• Local phone number• Short code number (outgoing messages)• Unlimited users & departments• Unlimited support for every user• Database Included• Basic Media & Care package• 10 GB managed online data storage• 10000 text messages per year	\$1,500.00	Annual
Setup Fee	\$200.00	One-Time
First year total	\$1,700.00	Year One
Total Recurring	\$1,500.00	Annual

TERMS

- This is a Three-Year term.
- After the initial Three-Years, the agreement will revert to year-to-year
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- Customer is required to provide a copy of W-9.
- The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60-days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time). See more information on our widget by clicking visiting textmygov.com/textmygov-widget/

ADDITIONAL SERVICES

Service	Price	Billing
Enhanced Media & Care Package <ul style="list-style-type: none">Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information	\$500	Annual
Additional Storage <ul style="list-style-type: none">100 GB of Storage	\$250 per unit	Annual
Additional Text Messages <ul style="list-style-type: none">25,000 additional text messages50,000 additional text messages100,000 additional text messages	\$300 \$550 \$750	Annual
Database <ul style="list-style-type: none">Database of your local residence to improve citizen engagement and opt-in rate.Database could have already been included in the original quote. Please refer to the "Package Details" section.	Included	Annual

IMPLEMENTATION

GETTING STARTED

- After the basic service agreement is executed, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

UNLIMITED TRAINING AND SUPPORT

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.