



HAMBURG CITY COUNCIL AGENDA

AUGUST 22, 2017

1. **Call Public Hearing to Order at 7:00 PM**
 - **Ordinance Number 154A (Plumbing Review)**
2. **Move to Close Public Hearing**
3. **Call City Council Meeting to Order**
 - **Pledge of Allegiance**
4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
5. **Agenda Review (Added Items) and Adoption**
6. **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 Added Claims List for August 2017**
 - **Approve Liability Coverage Waiver Form (LMCIT)**
7. **Old City Business**
 - **Declare Public Nuisances**
 - **710 Park Avenue/153 Jacob Street/780 Park Avenue**
 - **410 Sophia Ave/320 Sophia Avenue**
 - **Community Hall Roof/Floor Repairs**
 - **Statewide Health Improvement Partnership (SHIP) Funding**
8. **New City Business**
 - **Adopt City Ordinance Number 154A (Plumbing Review)**
 - **Asphalt Sealer Estimates (Basketball Court/Park Pathway)**
 - **City Fax Line (Eliminate)**
 - **Washington Lake 4H Donation (Bench)**
 - **City Employees Vacation Requests (March 22 to April 6, 2018)**
 - **2018 Draft Policing Contract**
 - **2018 Proposed Budget**
 - **2018 Budget Workshop Dates**
9. **City Council Reports**
 - **Councilmember Jason Buckentin**
 - **Councilmember Tim Tracy**
 - **Councilmember Steve Trebesch**
 - **Councilmember Scott Feltmann**
 - **Mayor Chris Lund**



***HAMBURG CITY COUNCIL AGENDA
AUGUST 22, 2017***

10. Adjourn City Council Meeting

COMMUNITY HALL & PARK ACTIVITIES

AUGUST	18-20 – State Baseball Tournament 25-27 – State Baseball Tournament
SEPTEMBER	1-4 – State Baseball Tournament 30 – Wedding Reception

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

AUGUST	1 – National Night Out 7 – Hamburg Lions Club 7 – HFD Training 8 – Hamburg City Council Meeting – 7:00 PM 8 – Young America Township Meeting 21 – Hamburg Lions Club 22 – Public Hearing (Ordinance #154A) – 7:00 PM 22 – Hamburg City Council Meeting – 7:00 PM 28 – Hamburg Fire Dept. (Relief Association) Meeting
SEPTEMBER	4 – Hamburg Lions Club 4 – HFD Training 4 – Labor Day Holiday – City Offices Closed 9 – Community Center Rental 12 – Hamburg City Council Meeting – 7:00 PM 12 – Young America Township Monthly Meeting 16 – Community Center Rental 18 – Hamburg Lions Club 25 – Hamburg Fire Dept. (Relief Association) Meeting 26 – Hamburg City Council Meeting – 7:00 PM

**CITY OF HAMBURG
NOTICE OF PUBLIC HEARING
ORDINANCE NUMBER 154A**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on Tuesday, August 22nd, 2017 at 7:00 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

The reason for the Public Hearing is to receive comments on Ordinance Number 154A amending Ordinance Number 154 of the Hamburg Municipal Code pertaining to the Building Code to include Plumbing Plan Review and Inspections.

If you have any questions or concerns about this hearing or would like to see the ordinance feel free to attend this hearing, call the City Offices at (952) 467-3232 or email (cityadmin@cityofhamburgmn.com)/write in advance to the City of Hamburg, P.O. Box 248, Hamburg, MN 55339.

Jeremy Gruenhagen
City Clerk-Treasurer



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

**CITY OF HAMBURG
ORDINANCE NUMBER 154A**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HAMBURG
PERTAINING TO THE BUILDING CODE TO INCLUDE PLUMBING PLAN REVIEW AND
INSPECTIONS.**

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

Ordinance Numbers 136 and 150 of the Municipal Code of the City of Hamburg, Minnesota,
(Applications, administration and enforcement of the building code) are hereby amended to read as
follows:

SECTION 1. Section 1 of Ordinance Number 136 and the second paragraph of Section 5 of Ordinance
Number 150 shall now read:

APPLICATION, ADMINISTRATION AND ENFORCEMENT.

The application, administration, and enforcement of the building code shall be in
accordance with Minnesota Rules, Chapter 1300. The building code shall be enforced
within the ~~extraterritorial~~ city limits permitted by M.S.A. 16B.62, Subd. 1, when so
~~established by ordinance.~~

- (a) The code shall be enforced by a Minnesota Certified Building Official designated by
the city to administer the code pursuant to M.S.A. 16B.65, Subd. 1 and 2, 326B.133,
including plumbing plan review and inspection.
- (b) Prior to installation of a system of plumbing other than for a single-family dwelling
with independent plumbing service, complete plumbing plans and specifications,
together with any additional information that the Building Official may require, shall
be submitted in triplicate and approved by the Building Official. No construction
shall proceed except in accordance with the approved plans. Any alteration or
extension of any existing plumbing system shall be subject to these same
requirements.
- (c) A plumbing system installation, as described herein, shall be subject to inspection as
required by the State Plumbing Code.

SECTION 2. Effective Date of Ordinance.

This ordinance shall be in effect from and after its passage and publication according to law.
Passed and adopted by the City Council of the City of Hamburg this 8th day of August, 2017.

CITY OF HAMBURG:

Chris Lund, Mayor

Attest: _____
Jeremy Gruenhagen, Clerk-Treasurer

2017 August Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July	\$2,780.04	8/8/2017
ACH	MN Dept. of Revenue	Divided	July 2017 Withholding Tax Payment	\$454.00	8/8/2017
ACH	PERA	Divided	PERA Withholding - July	\$390.88	8/8/2017
ACH	PERA	Divided	PERA Withholding - July	\$715.94	8/8/2017
ACH	PERA	Divided	PERA Withholding - August	\$400.79	8/8/2017
ACH	PERA	Divided	PERA Withholding - August	\$434.13	8/22/2017
ACH	HealthPartners	Divided	Health Insurance for August 2017	\$2,724.89	8/8/2017
ACH	AT&T	General Gov't	Cell Phone Payment (August)	\$28.72	8/8/2017
ACH	Kwik Trip	Public Works/FD	Gas for City/HFD	\$74.58	8/22/2017
18656	Greg Schultz	Divided	Wages 7/17/17 to 7/30/17	\$1,590.01	8/8/2017
18657	Melvin Sprengeler	Divided	Wages 7/17/17 to 7/30/17	\$261.81	8/8/2017
18658	Tamara Bracht	Divided	Wages 7/17/17 to 7/30/17	\$499.67	8/8/2017
18659	Carver County (Carverlink)	General Gov't	Phone/Internet Service for July 2017	\$143.87	8/8/2017
18660	CenturyLink	Divided	Phone Service (7/18/17 - 8/17/17)	\$167.29	8/8/2017
18661	Floyd Total Security	Sewer	Base Alarm Monitoring for Sewer Treatment Plant (9-3-17)	\$86.85	8/8/2017
18662	Gopher State One Call	Divided	(1) July 2017 Locates	\$1.35	8/8/2017
18663	Greg Schultz	Divided	Safety Vests & Goggles, Postage for water samples	\$69.40	8/8/2017
18664	Melchert, Huber & Sjodin	General Gov't	6/5/17 to 7/24/17 Review, Research and Correspondence	\$493.00	8/8/2017
18665	Monica Trebesch	Public Safety (FD)	18 Dozen Cookies for National Night Out	\$90.00	8/8/2017
18666	Plunkett's Pest Control	General Gov't	City Hall & Fire Department Service Date 7-17-17 General	\$135.28	8/8/2017
18667	WWWill & Son's Distributing	Public Safety (FD)	13 Packages of Sportsmans Hotdogs for National Night C	\$93.60	8/8/2017
18668	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for July 2017	\$540.00	8/8/2017
18669	Wm. Mueller & Sons	Divided	Lawn mower Gas for Parks & Baseball Park, Gas for Forc	\$490.03	8/8/2017
18670	Jeremy Gruenhagen	Divided	Wages for August	\$1,762.21	8/22/2017
18671	MN BCA	Public Safety (FD)	Background Check for Ryan Benjamin	\$15.00	8/22/2017
18672	Greg Schultz	Divided	Wages 7/31/17 to 8/13/17	\$1,659.01	8/22/2017
18673	Melvin Sprengeler	Divided	Wages 7/31/17 to 8/13/17	\$324.27	8/22/2017
18674	Tamara Bracht	Divided	Wages 7/31/17 to 8/13/17	\$595.16	8/22/2017
18675	CarQuest	Public Safety (FD)	Parts for Gamma Goat	\$95.22	8/22/2017
18676	Carver County (Carverlink)	General Gov't	Phone/Internet Service for August 2017	\$144.11	8/22/2017
18677	Dan Oelfke Construction	General Gov't	Office Door Installation Parts & Labor	\$2,255.00	8/22/2017
18678	ECM Publishing, Inc.	General Gov't	Ordinance #154A	\$60.48	8/22/2017
18679	G & K Service	Divided	Cleaning Supplies - Towels, Mops, Rags, Garbage Liners	\$68.24	8/22/2017
18680	Greg Schultz	Divided	Postage & Printer Ink	\$85.91	8/22/2017
18681	Hamburg Post Office	Divided	Postage for August & September Utility Bills	\$102.00	8/22/2017
18682	Heiman Fire Equipment	Public Safety (FD)	Nozzle for Grass II	\$346.35	8/22/2017
18683	Home Solutions	Public Safety (FD)	Koch Cabinets for FD Office	\$900.00	8/22/2017
18684	Lano Equipment	Public Works	Replacement Windshield for Bobcat	\$199.83	8/22/2017
18685	Matt Eischens	Public Safety (FD)	Mileage Reimbursement from Jan. - May 2017 for FD Trai	\$376.64	8/22/2017
18686	Matt Jaus	Public Safety (FD)	Mileage Reimbursement from Jan. - May 2017 for FD Trai	\$355.24	8/22/2017
18687	Menards	Divided	Paint & Supplies, AAA Batteries, Light Bulbs	\$98.02	8/22/2017
18688	Mini Biff Inc.	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver (2 Months)	\$256.02	8/22/2017
18689	MN Department of Health	Water	3rd Quarter for Community Water Supply Service Connec	\$333.00	8/22/2017
18690	MN Rural Water Association	Water	2017 EXPO Registration for Greg	\$125.00	8/22/2017
18691	MN State Fire Chief Association	Public Safety (FD)	2017 2017 Annual Conference for Justin Buckentin, Jays	\$900.00	8/22/2017
18692	MNSPECT	Public Safety (FD)	Residential & Commercial Permit Fees for 191 Martha & 1	\$327.48	8/22/2017
18693	Pearson Brothers, Inc.	Public Works	Sealcoat and Joint & Crack Mixture	\$13,899.15	8/22/2017
18694	Scott's Service Company	General Gov't	Parts & Labor for Sump Pump Basket & LED Light Fixtur	\$379.95	8/22/2017
18695	SW Corridor Trans. Coalition	General Gov't	2017 Annual Membership Dues	\$100.00	8/22/2017
18696	Tamara Bracht	General Gov't	Reimbursement for Postage	\$6.59	8/22/2017
18697	Total Compliance Solutions, Inc.	General Gov't	Yearly Consortium Cost for Drug/Alcohol Testing	\$157.00	8/22/2017
18698	United Farmers Coop	Divided	Parts for FD Vehicles & Exmark Lawnmower	\$119.65	8/22/2017
18699	Xcel Energy	Divided	Electric & Natural Gas Services for July	\$2,219.03	8/22/2017
18700	Jeremy Gruenhagen	Divided	Wages for August	\$1,762.22	8/22/2017
			Total August Claims	\$42,693.91	
			August Claims	\$12,157.42	8/8/2017
			Added August Claims	\$30,536.49	8/22/2017
			TOTAL AUGUST CLAIMS	\$42,693.91	



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name

Check one:



The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.



The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 8-22-2017

Signature _____

Jeremy Huerfano

Position _____

City Clerk-Treas.

2017 Nuisance List

Property Owner/Occupant	Address of Nuisance	City of Hamburg Ordinance #	Nature of Complaint	Mailed	Posted	Date to Follow-up	Was Complaint Resolved	Declared Public Nuisance on	Date to comply by
Zellmann	701 David	51.04	No access to meter	02/02/17		03/01/17	YES		
Rogness	830 Park	51.04	No access to meter	02/02/17		03/01/17	YES		
Mielke	146 Jacob	93.48	Weeds	05/17/17		06/15/17	YES		
Howe	625 Kim	93.19 & 93.20	Nuisance Parking/tabs	07/28/17		08/04/17	YES		
Schmidt	410 Sophia	93.18B	Obstructing Street Visibility	07/28/17		08/04/17	YES		
Gonzalez	614 Donald	93.48	Weeds	07/28/17	08/17/17	08/04/17 08/25/17	NO		
Weverka	145 Jacob	93.48	Weeds	07/28/17		08/04/17	YES		
Chadwick	710 Park	93.19, 20, 48	Parking, storage, junk, weeds Weed whipped front and sides of house on the 7th - nothing else has been done with junk		08/03/17	08/18/17	NO	8/22/2017	
Steve Buckentin	153 Jacob	93.18 & 21	Poorly Maintained Building & Weeds (Hedges)		08/03/17	08/18/17	NO	8/22/2017	
Herrmann	780 Park	93.19, 20, 48	Parking, storage, junk, weeds - weeds were taken care of but junk/storage has not completely gone away		08/03/17	08/18/17	NO	8/22/2017	
Trebesch	419 RR	93.19	Parking, storage, junk - Storage Container added to property to start clean up	X	X	X	X		
Perry	421 Brad		Deck built without permit - MNSPECT Tracy said it is exempt - not attached to house and is under 30" height (15) 8/21/17				YES		
Paul Grams	410 Sophia	93.19	Parking, storage, junk		08/03/17	08/18/17	NO	8/22/2017	
Braith	400 Henrietta	95.02	Cat running at large	8/1/2017		8/4/2017	YES spoke w/ Dena		
Lund	612 Kim	93.48	Weeds - could use a bit more weed whipping and clean up	8/3/2017		08/18/17	YES/NO		

2017 Nuisance List

Property Owner/Occupant	Address of Nuisance	City of Hamburg Ordinance #	Nature of Complaint	Mailed	Posted	Date to Follow-up	Was Complaint Resolved	Declared Public Nuisance on	Date to comply by
Schug	618 Kim	93.48	Weeds	8/3/2017		08/18/17	YES		
Brackee	881 Park	93.48	Weeds, junk	8/3/2017		08/18/17	YES		
Gregonis	320 Sophia	93.19, 48	Weeds, junk - nothing has been done	8/3/2017		08/18/17	NO		
								8/22/2017	
Cummiskey	724 Park	93.48	Weeds - started with some weed control - not done	8/3/2017		08/18/17	YES/NO		
								8/22/2017	
Mitchell	150 Martha	93.48	Weeds - nothing has been done	8/3/2017		08/18/17			
								8/22/2017	
Howe	625 Kim	93.48	Weeds - nothing has been done	8/3/2017		08/18/17			
								8/22/2017	
Mielke	Jacob Street	93.48	Weeds - nothing has been done	8/15/17 certified mail				9/14/2017	



Jeremy Gruenhagen <hamburgcityhall@gmail.com>

SHIP

Jean Pierson <jpierson@co.carver.mn.us>
To: Jeremy Gruenhagen <hamburgcityhall@gmail.com>

Fri, Aug 18, 2017 at 3:11 PM

Hello, Jeremy-

Thank you for the follow-up questions. Yes, it is possible to work with another city/township on a SHIP project. SHIP grant funds cannot be used to seal the basketball court or walking path, but they can be used to create a community garden. With regards to time line, October 31, 2018 is the deadline. Let me know if you have any additional questions.

Thanks-

Jean

Jean Pierson, MS, MCHES, CPST

Public Health Program Specialist

Carver County Health and Human Services

Office: 952.361.1345

jpierson@co.carver.mn.us | www.co.carver.mn.us/PublicHealth

From: Jeremy Gruenhagen [mailto:hamburgcityhall@gmail.com]

Sent: Friday, August 18, 2017 10:49 AM

To: Jean Pierson

Subject: Re: SHIP

[Quoted text hidden]

Signature Seal Coating Inc
9300 Rhoy Ave.
Chaska, MN 55318 US
(952) 240-5668
tom@signaturesealcoating.com
www.signaturesealcoating.com



Estimate

ADDRESS
Jeremy Gruenhagen City of Hamburg 181 Broadway Ave. Hamburg, MN 55339

ESTIMATE #	DATE
11658	08/13/2017

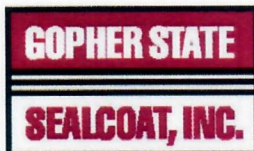
ACTIVITY	QTY	AMOUNT
08/13/2017		
seal cracks Clean and seal cracks in asphalt greater than 3/8"	564	350.00
sealcoating Clean and edge asphalt, treat and prime any oil spots and sealcoat with one coat of Star premium asphalt sealer	5,975	975.00

TOTAL

\$1,325.00

Accepted By

Accepted Date



12519 Rhode Island Avenue South
Savage, Minnesota 55378
Phone: 952.931.9188
Fax: 952.931.0956
www.GopherStateSealcoat.com

Proposal

Proposal Submitted To			Installation Site		
Jeremy Gruenhagen City of Hamburg 181 Broadway Ave P.O. Box 248 Hamburg, MN 55339			Hamburg Bicentennial Park 614 Park Ave. Hamburg, MN		
Account #	Quote #	Quote Date	Valid Thru	Terms	Estimator
6565	23428	07/12/2017	08/11/2017	NET10	Craig
Work #	Fax #	Mobile #	Email Address		
952-467-3232			cityadmin@cityofhamburgmn.com		

Description	Total Price
Crack Sealing: Basket Ball court and Trails per map only: Not to exceed 756 linear feet: Rout unfilled cracks 1/4" or larger to 3/4" x 3/4", except in alligatored areas. Clean out cracks. Seal cracks with MnDOT spec #3723 hot pour rubberized crackfiller. Touch up old cracks. Apply barrier paper as needed. Some settling of material will occur after cooling.	\$756.00
Asphalt Emulsion Sealcoat: per discussion/map: approximately 868 sy. Power clean asphalt surface. Prime bad oil spots as necessary. Apply Triton GSS custom-blended sealer, at a rate of 0.13 - 0.20 gallons per square yard. Please note: vehicles must be cleared and sprinklers turned off for 24 hours.	\$1,563.00
Asphalt Emulsion Sealcoat: Basket Ball Court: approximately 402 sy. Power clean asphalt surface. Prime bad oil spots as necessary. Apply Triton GSS custom-blended sealer, at a rate of 0.13 - 0.20 gallons per square yard. Please note: vehicles must be cleared and sprinklers turned off for 24 hours.	\$724.00
Striping: Restripe Basket Ball Court with current layout.	\$275.00
NOTE: This price includes one mobilization. Additional moves will be billed at \$500/each.	-

Quote Total
\$3,318.00

We propose to furnish material and labor, complete in accordance with the above specifications, for the sum and terms outlined above. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Property owner is responsible for all permits and fees.

PROPOSAL SUBMITTED BY:

Authorized Signature

Print Name

Date

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Authorized Signature

Print Name

Date

CONTRACT FOR POLICE SERVICES

Hamburg

THIS AGREEMENT, made and entered into this day of , by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Hamburg (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

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

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. **POLICE SERVICES.** The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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

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

LIABILITY

- (a) It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other

participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2018 to December 31, 2018. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2019, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Hamburg
Jeremy Gruenhagen, City Clerk
181 Broadway Ave
Hamburg, Mn. 55339
Phone: 952-467-3232

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

- 1.1.1 FTE personnel are Full Time Employees dedicated to the contract community. The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$64.17.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE's hourly pay rate per the collective bargaining agreement(s).

PERSONNEL COST

Liaison Corporal .05 (2080 FTE)	\$5,123
Deputy .05 (2080 FTE)	\$5,123
CSO – 130 hours	\$5,022

VEHICLE COST

Patrol Vehicle – .05	<u>\$1,037</u>
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TOTAL POLICE SERVICES

\$16,305

2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$8,152.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$8,152.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

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

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____, _____

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Clerk

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

CITY OF HAMBURG

TIME-OFF REQUEST FORM

Today's Date: August 22, 2017

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: March 22, 2018
to
April 6, 2018

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

How many **Compensation** hours will be used? No

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 then three consecutive days off? Yes

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: _____

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen 8-22-17
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



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

CITY OF HAMBURG

TIME-OFF REQUEST FORM

Today's Date: 8-22-2017

Employee Name: Greg Schultz

Dates Requesting Time-Off: Sept. 1 2017

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

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

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

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? _____

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: _____

Was vacation request approved? _____

- If no, reason request was denied: _____

Greg Schultz 8-22-2017
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



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

CITY OF HAMBURG

TIME-OFF REQUEST FORM

Today's Date: 8-22-2017

Employee Name: Greg Schultz

Dates Requesting Time-Off: 2-12-2018

2-13-2018

2-14-2018

How many **Vacation** hours will be used? 24

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? Yes

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: _____

Was vacation request approved? _____

- If no, reason request was denied: _____

Greg Schultz 8-22-2017
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



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

CITY OF HAMBURG

TIME-OFF REQUEST FORM

Today's Date: 8-22-2017

Employee Name: Greg Schultz

Dates Requesting Time-Off: March 23, 26, 27, 28,
29, 30

How many **Vacation** hours will be used? 48

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? Yes

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: _____

Was vacation request approved? _____

- If no, reason request was denied: _____

Greg Schultz 8-22-2017
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



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

2018 BUDGET ITEMS TO CONSIDER

	Estimated Cost	2015 Budget	2016 Budget	2017 Budget	2018 Budget
General Gov't Buildings (CC/Fire Hall/City Shop)					
Community Center Repairs (Roof/Bathroom)	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 31,000.00	\$ -
City Office Alterations	\$ -	\$ -	\$ -	\$ -	\$ -
Honda 2000W Generator	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -
Floor Scrubber for Community Center	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
Extended Warranty for Electronic Sign	\$ 1,365.00	\$ -	\$ 1,420.00	\$ 1,565.00	\$ 1,565.00
Fire Department					
Fire Department Relief Association Debt (Add't City Contribution)	\$ -	\$ -	\$ -	\$ -	\$ -
Truck Replacement Fund (Update 1993 Pumper)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
HFD Gear (Set)	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
New Air Packs (Includes 2 Bottles) - 14 Air Paks - Replace in 15 Years	\$ 98,000.00			\$ -	
New Air Pack Bottles (\$1,005/ Bottle) - 20 Bottles (All Bottles Replaced by End of 2019)	\$ 20,100.00	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00
New Radios - \$4,500/Radio (27 Radios) (Replace 2-3 Radios a Year)	\$ 121,500.00	\$ -	\$ -	\$ 13,500.00	\$ 13,500.00
Streets Fund					
Street/Parking Lot Repairs -- Overlay, Seal Coating, Striping	\$ -	\$ -	\$ -	\$ 20,000.00	
Haul Out Debris Pile (Ponds)	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
Electronic LED Radar/Speed Limit Sign	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -
Trim Trees in Boulevard	\$ -	\$ -	\$ -	\$ -	
Paint Curbs/CC Parking Lot	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -
Grade/Rock for Alleys	\$ -	\$ -	\$ -	\$ -	
Parks Fund					
Part-time Help/Contract for Mowing for 2016	\$ 3,400.00	\$ 2,400.00	\$ 3,200.00	\$ 3,360.00	\$ 3,360.00
Lions Shelter Roof Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Soffit & Fascia for Park Restrooms	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Mower Buy Back Program	\$ 11,000.00	\$ -	\$ -	\$ -	
Aglime for Ball Fields (Bicentennial Park)	\$350/Load	\$ -	\$ -	\$ -	\$ -
Hall Fund					
Community Hall Roof Repairs	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	\$ -
Community Hall Wood Floor	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -
Paint Bar Side Paneling	\$ 4,585.00			\$ 4,800.00	\$ -
Hall Steps	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -
Hall Parking Lot (Pave)	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
Hall Interior Ceiling (Re-Tile)	\$ -	\$ -	\$ -	\$ -	\$ -
Plastic Tables (22)/Chairs	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	\$ -	\$ -
Repair/Replace Ceiling Exhaust Fan	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting/Electrical Wiring - Repair/Replace	\$ -	\$ -	\$ -	\$ -	\$ -
Air Conditioning for Hall	\$ -	\$ -	\$ -	\$ -	\$ -
Geothermal Heating/Cooling (Grants)	\$ -	\$ -	\$ -	\$ -	\$ -
Water Fund					
Upgrade Water Meter Reader/Software	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Water Testing Equipment	\$ 1,356.90	\$ 1,400.00	\$ -	\$ -	\$ -
Pipe Freeze Kit	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -
Sewer Fund					
I/I Abatement Program					
Capital Projects					
Community Center Addition	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Handicap Bathrooms for Park	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Capital Improvements/Equipment	\$ -	\$ -	\$ 37,000.00	\$ -	
City Equipment Replacement Fund	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
City Maintenance Fund (Equipment)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
City Maintenance Fund (Streets)	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -
Commercial/Industrial Development	\$ -	\$ -	\$ -	\$ -	\$ -