



HAMBURG CITY COUNCIL AGENDA

SEPTEMBER 22, 2026

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 August 2026 Claims (\$18,813.25)**
- **Approve Payment of Added September 2026 Claims (\$46,901.18)**

5. Hamburg Fire Department

- **PERA Pension Benefit Level for 2027**
- **Purchasing Policy – Bid Requirements**
- **Shed Estimates for HFD Shed**

6. Old/New City Business

- **Public Nuisances (Citywide)**
- **Mayor/Council Wages for 2027**
 - **Adopt Ordinance Number 174**
- **Waste Management Solid Waste & Recycling Service Agreement**

7. 2027 Preliminary Budget

- **2027 Proposed Tax Levy and Budget**
 - **2027 Budget Items/Wish List**
 - **Set Proposed Property Tax Levy/Preliminary Budget for 2027**
 - **Set Public Comment Meeting for Final 2027 Budget**
 - **December 8, 2026 @ 6:30 PM**
 - **Approve Resolution Number 2026-09 (2027 Preliminary Tax Levy)**

8. City Council Reports

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

9. Adjourn City Council Meeting

2025 August Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July 2026	\$5,313.38	8/18/2026
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - July 2026	\$987.00	8/18/2026
ACH	HealthPartners	Divided	Health Insurance for August 2026	\$4,164.62	8/18/2026
ACH	PERA	Divided	PERA Withholding - July 2026	\$1,007.70	8/18/2026
ACH	PERA	Divided	PERA Withholding - July 2026	\$579.84	8/18/2026
ACH	PERA	Divided	PERA Withholding - August 2026	\$649.56	8/18/2026
ACH	PERA	Divided	PERA Withholding - August 2026	\$625.93	9/8/2026
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$235.20	8/18/2026
ACH	Kwik Trip	Public Safety	Fuel for City Vehicles	\$127.65	8/18/2026
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 07/16/26 to 08/15/26-cleared 8/4	\$76.27	8/18/2026
ACH	Optum	General Gov't	3rd Quarter Admin Fees for HSA Accounts	\$22.50	8/18/2026
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for August 2026	\$20.00	8/18/2026
ACH	Verizon Wireless	General Gov't	City Cell Phone/iPads for HFD	\$138.47	8/18/2026
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.33	8/18/2026
DC	Amazon	Hall/Park	Westinghouse ceiling fan	\$98.71	8/18/2026
DC	Amazon	Hall/Park	Dehumidifier	\$461.69	8/18/2026
DC	Amazon	Sewer	TP, Heavy duty garbage bags, basics trash bags	\$115.38	8/18/2026
DC	Amazon	Divided	Skid Steer, 8MM Hex Key, Video Surveillance Sign	\$161.84	9/8/2026
DC	Coborns	General Gov't	Pansaver bags for NNO	\$13.82	8/18/2026
DC	Fleet Farm	General Gov't	Latitude Marine Ultra Cooler	\$103.99	8/18/2026
DC	Hamburg Post Office	General Gov't	Water Samples August	\$44.80	8/18/2026
DC	Unhinged Pizza	General Gov't	Election Judge Meals	\$82.42	8/18/2026
DC	Home Depot	General Gov't	Husky SD Matte AG Combo Tool Chest	\$598.00	9/8/2026
DC	US Postal Service	General Gov't	August 2026 Newsletter	\$103.74	9/8/2026
DC	A & K Repair	Water	2 Bearings Plus Labor for Water Filtration Pump	\$129.90	9/8/2026
DD	Jenni Droege	Divided	Wages 7/27/26 to 8/09/26	\$1,035.76	8/18/2026
DD	Jason Buckentin	Divided	Wages 7/27/26 to 8/09/26	\$2,222.95	8/18/2026
DD	Steve Frensko	Park	Wages 7/27/26 to 8/09/26	\$646.58	8/18/2026
DD	Jeremy Gruenhagen	Divided	August Wages (Rounds)	\$2,553.22	8/18/2026
DD	Jenni Droege	GG/Water/Sewer	Wages 8/10/26 to 8/23/26	\$920.64	9/8/2026
DD	Jason Buckentin	Divided	Wages 8/10/26 to 8/23/26	\$2,222.96	9/8/2026
DD	Steve Frensko	Park	Wages 8/10/26 to 8/23/26	\$598.34	9/8/2026
DD	Jeremy Gruenhagen	Divided	August Wages (Rounds)	\$2,630.09	9/8/2026
DD	W.W.O.T.A	Contracted Services	Water/Wastewater Assistance	\$150.00	9/8/2026
23004	Bolton & Menk	General Gov't	Professional services-code enforcement, subdivision inquiry/research	\$935.00	8/18/2026
23005	Bound Tree	Public Safety	Defib pads, gloves, NPA	\$186.09	8/18/2026
23006	Canon Financial Services	General Gov't	Copier Contract for July 2026	\$120.49	8/18/2026
23007	Carver County (Carverlink)	Divided	Fiber internet fees (3 Locations)	\$120.00	8/18/2026
23008	Coordinated Business Systems	General Gov't	7/01/2026 to 7/31/2026	\$58.00	8/18/2026
23009	Core & Main	Water	Pulsafeeder Kop Kit	\$275.09	8/18/2026
23010	Dan Oelfke Construction, LLC	Community Hall	Roofing, flashing and replace rotten framing due to water damage	\$7,782.26	8/18/2026
23011	E.G. Rud & Sons	General Gov't	Research computations, office setup, field locate/verify	\$897.00	8/18/2026
23012	Gopher State One Call	Professional Fees	July locates, 6 @ \$1.35	\$8.10	8/18/2026
23013	Hawkins Chemical	Water	Azone 15-EPA Reg No.7870-5, Freight, Hydroflusilicic Acid, Foot Va	\$1,348.32	8/18/2026
23014	Home Solutions	Water	4 in black tray, 2 Pk cover	\$81.24	8/18/2026
23015	John Egan	Water	Water bill reimbursement	\$115.60	8/18/2026
23016	Loffler Companies Inc	General Gov't	Black/White and Color Copies	\$79.26	8/18/2026
23017	Mayer Lumber	General Gov't	Schlage key cylinder	\$42.64	8/18/2026
23018	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for July	\$471.75	8/18/2026
23019	Minnesota Pumpworks	Water	Lift station inspection-2	\$1,026.00	8/18/2026
23020	Minnesota Department of Health	Water	3rd Qtr. 2026 Comm. Water Supply Serv. Conn Fee (216 Connection	\$862.00	8/18/2026
23021	Napa	General Gov't	Oil, 15W40 and 10W0	\$136.73	8/18/2026
23022	Per Mar Security Services	Office Supplies, Postage	Base Alarm Monitoring for WTP 9/3/2026 to 12/02/2026	\$117.42	8/18/2026
23023	WM Mueller & sons	Divided	Fuel for the truck, lawnmower and Toolcat	\$538.90	8/18/2026
23024	TitleMark	General Gov't	Closing costs on land purchase (Parcel Split) PID 45.0281600) for G	\$18,813.25	9/22/2026
			Total August Claims	\$62,875.42	
			Total August Claims	\$35,920.73	8/12/2025
			Added August Claims	\$8,141.44	9/8/2026
			Added August Claims	\$18,813.25	9/22/2026
				\$62,875.42	

2025 September Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - August 2026	\$4,202.56	9/8/2026
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - August 2026	\$785.00	9/8/2026
ACH	HealthPartners	Divided	Health Insurance for September 2026	\$4,164.62	9/8/2026
ACH	PERA	Divided	PERA Withholding - August 2026	\$999.60	9/8/2026
ACH	PERA	Divided	PERA Withholding - September 2026	\$664.87	9/22/2026
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$235.20	9/8/2026
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 08/16/26 to 09/15/26	\$76.27	9/8/2026
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for September 2026	\$20.00	9/8/2026
ACH	Verizon Wireless	General Gov't	City Cell Phone/iPads for HFD	\$138.47	9/8/2026
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491844	\$894.32	9/8/2026
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491855	\$1,300.39	9/8/2026
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00051366837	\$59.67	9/8/2026
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00130099230	\$169.16	9/8/2026
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.33	9/8/2026
DC	Amazon	Divided	Level Tool, Work Clothing	\$43.27	9/8/2026
DC	Amazon	Divided	Highbar Select Garbage Bags	\$54.99	9/22/2026
DC	Amazon	Park	Gojo 881103 Clear & Mild Foam Handwash Refill	\$70.00	9/22/2026
DC	Amazon	General Gov't	Wranglers/Tools	\$43.27	9/22/2026
DC	Amazon	General Gov't	Garbage bags, 17", Pens, Pink Suit Cleaner, Ratchet Wrench, 1/2" TB	\$206.52	9/22/2026
DC	Amazon	General Gov't	Highbar garbage bags	\$54.99	9/22/2026
DC	Amazon	General Gov't	Gojo Foam Cleanser	\$70.00	9/22/2026
DC	Hamburg Post Office	Water	Water Billing Postage Stamps	\$342.00	9/8/2026
DD	Jenni Droege	Divided	Wages 8/24/26 to 9/06/26	\$2,294.81	9/22/2026
DD	Jason Buckentin	Divided	Wages 8/24/26 to 9/06/26	\$1,035.43	9/22/2026
DD	Steve Frensko	Park	Wages 8/24/26 to 9/06/26	\$560.31	9/22/2026
DC	UPS	Water	Overnight water samples	\$75.66	9/8/2026
DC	Fleet Farm	Park	Cracked Corn for Ducks at Pond	\$61.36	9/22/2026
DC	US Postal Service	General Gov't	City Newsletter for September 2026	\$103.74	9/22/2026
DC	Porta Potty Dogs	Park	Porta Potties for Zummerfest (Reimbursed by Zummerfest)	\$1,375.00	9/22/2026
DD	W.W.O.T.A	Contracted Services	Water/Wastewater Assistance for August 2026	\$150.00	9/22/2026
DD	Jenni Droege	Divided	Wages 8/24/26 to 9/06/26	\$2,294.81	9/22/2026
DD	Jason Buckentin	Divided	Wages 8/24/26 to 9/06/26	\$1,035.43	9/22/2026
DD	Steve Frensko	Park	Wages 8/24/26 to 9/06/26	\$560.31	9/22/2026
DD	Jeremy Gruenhagen	Divided	September Wages (Rounds)	\$2,553.23	9/22/2026
23025	A & K Repair	Water	2 Bearings/labor	\$129.90	9/8/2026
23026	Bolton & Menk	General Gov't	Professional Services (Subdivision/Code Research)	\$715.00	9/8/2026
23027	Bound Tree	Public Safety	#86331324	\$115.99	9/8/2026
23028	Carver County (Carver Link)	Divided	Internet for multiple locations	\$40.00	9/8/2026
23029	Coordinated Business Systems	General Gov't	8/01/2026 to 8/31/2026, cloud telecom	\$58.00	9/8/2026
23030	Dakota Prairie Composting	General Gov't	Grinding Operations	\$3,528.90	9/8/2026
23031	Gopher State One	Water/Sewer	August locates	\$20.25	9/8/2026
23032	Henning Excavating	Water/Sewer	Repair storm sewer, repair sewer in alley, replace hydrant	\$23,599.00	9/8/2026
23033	Home Solutions	Divided	Misc hardware, mortar mix, concrete mix	\$85.66	9/8/2026
23034	Jeremy Gruenhagen	General Gov't	National Night Out Supplies, Mileage, Filing Fee	\$739.88	9/8/2026
23035	Loffler	General Gov't	Color/Black and white copies for the month of August	\$105.76	9/8/2026
23036	Menards	Park	Concrete Mix	\$46.99	9/8/2026
23037	Mini Biff	Park	Mini Biff rental due to the park bathrooms/fire.	\$377.40	9/8/2026
23038	Napa	Divided	Filters and synthetic oil	\$568.38	9/8/2026
23039	Neon Ink	General Gov't	Hours on CC door	\$51.08	9/8/2026
23040	Plunkett's	General Gov't	Pest control ONLY at city hall	\$49.29	9/8/2026
23041	Abram Pulkrabek	Water	Final bill refund	\$69.16	9/8/2026
23042	Right Way Plumbing LLC	Public Safety	Install new water Line/Shutoff valve/New valves on WS	\$4,365.00	9/8/2026
23043	Ben Schlager	Water	Final bill refund	\$253.72	9/8/2026
23044	Waste Management	Sanitation and Recycling	30 Yard Recycle Container for August 2026	\$296.04	9/8/2026
23045	WM Mueller & Sons	Divided	Fuel for Toolcat, Bobcat, 3/4 ton and Lawnmower	\$536.90	9/8/2026
23046	Barb Droege	General Gov't	Election Judge Hour Reimbursement	\$129.50	9/22/2026
23047	Canon Financial Services	General Gov't	Copier Contract for September 2026	\$120.49	8/18/2026
23048	Dena Braith	General Gov't	Election Judge Hour Reimbursement	\$147.00	9/22/2026
23049	Diane Hoffman	General Gov't	Election Judge Hour Reimbursement	\$129.50	9/22/2026
23050	Gary Marquardt	General Gov't	Election Judge Hour Reimbursement	\$129.50	9/22/2026
23051	Home Solutions	Public Safety	16 Pack of AA Batteries	\$72.87	9/22/2026
23052	Lano	Streets	Brush Gutt/Freight	\$193.09	9/22/2026
23053	League of MN Cities	General Gov't	Municipality Property & Casualty Insurance for 7/15/2026-7/15/2027	\$27,168.00	9/22/2026
23054	MN State Fire Chief's Association	Public Safety	Annual Chiefs Conference (Steve Buckentin)	\$325.00	9/22/2026
23055	Jenni Droege	General Gov't	Reimbursement for mileage on Election Update Meeting	\$28.88	9/22/2026
23056	MVTL	Water	Water testing	\$165.50	9/22/2026
23057	Napa	General Gov't	Synthetic oil, Gold air filter	\$525.44	9/22/2026
23058	Route 1 Concrete	Streets	Curb Replacement	\$3,200.00	9/22/2026
23059	S.E.H.	General Gov't	Future projects drive through, Comp plan meetings	\$711.68	9/22/2026
23060	Ben Schlager	Water	Final bill refund	\$253.72	9/22/2026
23061	Waste Management	General Gov't	Hamburg Reno project	\$150.00	9/22/2026
23062	WM Mueller & Sons	Park	Fuel for Toolcat, Bobcat, 3/4 ton and Lawnmower	\$261.94	9/22/2026
Total September Claims				\$96,177.00	
Total September Claims				\$49,275.82	9/8/2026
Added September Claims				\$46,901.18	9/22/2026
				\$96,177.00	



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Requirement for Estimates

Brad Falteysek <brad.falteysek@abdosolutions.com>
To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Mon, Sep 14, 2026 at 8:45 AM

Jeremy,

Below is from our compliance checklist we use in the audit. I think council/statff would need to determine in each individual cases whether it is practical or not to get another quote. I also included the actual subdivision of this Statute that addresses it.

Minn. Stat. § 471.345, the Uniform Municipal Contracting Law, was established to provide dollar limits for all municipalities upon contracts which shall or may be entered into on the basis of competitive bids, quotations, or purchase or sale in the open market. Vendors may now submit bids, quotations, and proposals electronically in a form and manner required by the municipality. Minn. Stat. § 471.345, subd. 18. Generally, the following thresholds apply:

1. For contracts over \$175,000 - sealed bids, solicited by public notice and subject to the particular requirements of the governmental subdivision.
2. For contracts from \$25,000 to \$175,000 - sealed bids or direct negotiation, with two quotations whenever possible.
3. For contracts of \$25,000 or less - open market or quotations (with at least two contract quotations, if practicable).

In addition, Minn. Stat. § 471.345, subds. 16 and 17, allow municipalities to purchase supplies, materials, and equipment using an electronic reverse auction process; and to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process.

Best value procurement is a process based on competitive proposals (as an alternative to bids) that awards the contract to "the vendor or contractor offering the best value, taking into account the specifications of the request for proposals, the price and performance criteria as set forth in [Minn. Stat. § 16C.28, subd. 1b] and described in the solicitation document." Minn. Stat. § 16C.28, subd. 1(a)(2). Before administering best value procurement procedures, personnel must be trained in the best value RFP process. See Minn. Stat. § 16C.28, subd. 1d.

Another alternative to bidding is the "construction manager at risk" contract available for contracts for construction, alteration, repair, or maintenance work. The process of selection of a construction manager at risk as well as the requirements of a construction manager at risk contract are set forth in Minn. Stat. § 471.463.

Minnesota Statutes § 471.3457 authorizes local governments to implement programs to provide bid preferences to designated veteran-owned small businesses, as provided in Minn. Stat. § 375.771, in awarding service contracts and contracts as defined in Minn. Stat. § 471.345.

Subd. 5. Contracts \$25,000 or less. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Mayer Lumber Company, Inc.
201 Ash Ave S.
Mayer, MN 55360

PAGE NO 1

PHONE: (952) 657-2291

CITY OF HAMBURG	
181 BROADWAY AVE	
HAMBURG	MN 55339
(952) 239-9224	
FIRE STATION	
HAMBURG	MN

CUST#: 332
TERMS: NET EOM
P.O.#: FIRE STATION

DOC #: 708498
DATE : 6/29/26 TIME : 9:46
CLERK: MO TERM#558
SLSPR: MO MATT OLTROGGE
TAX : CH CHARITABLE/GOV

EXP. DATE: 7/29/26

EST.#: 708498

FIRE STATION
STEVEN SIEWERT

* ESTIMATE *

LN#	QTY	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1	1	EA	S1220LP	SHED 12X20 LP TEXT SIDING KIT	1	5500.00 /EA	5,500.00
2	1	EA	MISC	8'X6'6" OVERHEAD GARAGE DOOR	1	800.00 /EA	800.00
REPRINT							

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

TAXABLE	0.00
NON-TAXABLE	6300.00
SUBTOTAL	6300.00

TAX AMOUNT	0.00
TOTAL AMOUNT	6300.00

X

Received By

JESSE HACKBARTH CONSTRUCTION LLC

**CONTRACTOR
ESTIMATE**
Estimate No.
JHC-2026-0911-01
Date: September 11,
2026

Prepared For	Project
Hamburg Fire Department	Build Storage Shed

Scope of Work

Jesse Hackbarth Construction LLC will provide the labor and materials necessary to build a storage shed for the Hamburg Fire Department.

Description	Amount
Materials	\$3,750.00
Labor	\$4,000.00

TOTAL ESTIMATE	\$7,750.00
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Payment Terms

Payment terms: 50% deposit due upon acceptance of estimate. Remaining balance due upon substantial completion of the project. Any work or materials outside the scope described above will require customer approval and may result in an additional charge.

Customer Approval

Jesse Hackbarth Construction LLC

Signature: _____

Authorized Signature: _____

Date: _____

Date: _____

This estimate is based on the scope and pricing listed above. Acceptance of this estimate authorizes the contractor to proceed according to the stated terms.



Office of County Sheriff
Carver County Government Center
Justice Center
606 East Fourth Street
Chaska, Minnesota 55318-2102

Jason Kamerud, Sheriff

Emergency: 911
Sheriff Admin: (952) 361-1212
Admin. Fax: (952) 361-1229
Dispatch: (952) 361-1231
(Non-Emergency)

September 16th, 2026

Dear Resident:

The Carver County Sheriff's Office is notifying you that a Level 3 predatory offender is expected to move to a residence near Park Avenue and Martha Street in Hamburg during the week of September 20, 2026. You are receiving this letter because your home is within the notification area for that address.

Minnesota law requires law enforcement to notify the community when a Level 3 predatory offender moves into the area. The public information release on the back of this letter includes the individual's photograph, physical description, and offense history.

A community meeting will be held on Tuesday, September 22, 2026, at 5:30 p.m. at the Hamburg Community Hall, 351 Henrietta Ave. Staff from the Minnesota Department of Corrections and the Carver County Sheriff's Office will be there to answer community questions.

More information about Level 3 offenders statewide is available on the Minnesota Department of Corrections website. To report suspicious activity, call 911 in an emergency or non-emergency number 952 361 1231.

Sincerely,

Commander Brian Sloat

Carver County Sheriff's Office

Fact Sheet NOTIFICATION OF RELEASE IN MINNESOTA

RISK LEVEL THREE

In addition to level two notification (schools and daycares as well as establishments and organizations that primarily serve individuals likely to be victimized by the registrant), law enforcement may notify other members of the community whom the registrant is likely to encounter.

The *Carver County Sheriff's Office* is available to provide you with useful information on personal safety. The *Carver County Sheriff's Office* may be reached at 952-361-1212. To report criminal activity by this or any other individual, please call 911.

MATTHEW FRANCIS VANHECKE

DOB: 06/06/1979

OID: 255283

Race: White

Height: 6'0"

Eyes: Blue

Weight: 175 lbs.

Hair: Brown/Bald

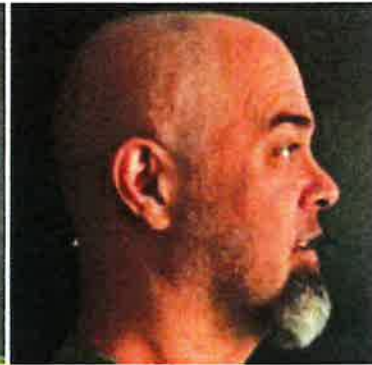
Registration Statute(s): 617.247; 609.343

Investigating Agency: Chaska Police Department

Release Date: 03/23/2023



02/23/2026



02/23/2026

Supervision Agent: Central ISR South 507-344-5288

Offense: Matthew Vanhecke engaged in separate incidents of sexual contact against two known female children over an extended period of time. Contact included sexual touching. He manipulated the children into believing they were playing a game. He used his position of authority and trust to gain compliance. Additionally, Vanhecke possessed child sexual abuse materials.

Address: 800 block of Park Avenue, Hamburg, MN 55339

Date of Address Change: TBD (Week of 9/21/2026)

The *Carver County Sheriff's Office* is releasing this information pursuant to Minnesota Statutes 244.052 and 253D. This statute authorizes law enforcement agencies to inform communities of a public registrant's release from prison or a secure treatment facility when the *Carver County Sheriff's Office* believes that the release of information will enhance public safety and protection.

The individual who appears on this notification has been convicted of Criminal Sexual Conduct or another offense that requires registration with law enforcement pursuant to Minnesota Statutes 243.166 or 243.167.

This individual **has served the sentence** imposed on them by the court and is transitioning into the community. This notification is not intended to increase fear but rather raise awareness. Law enforcement believes that an informed public is a safer public.

The *Carver County Sheriff's Office* may not direct where this individual does or does not reside, nor can this agency direct where they work or go to school.

Convicted sexual and predatory individuals have always been released to live in our communities. It was not until the passage of the Registration Act that law enforcement had an ability to track movement of these individuals after their initial release. With the passage of the Community Notification Act law enforcement may now share information about many of these individuals with the public. Abuse of this information to threaten, harass or intimidate a registered person is unacceptable and such acts could be charged as a crime. Such abuses could potentially end the ability of law enforcement to provide these notifications.

2026 Public Nuisance Letter

Resident		Violation Ord #	Violation Ordinance Title	Items in Violation	Letter(s) Sent	Corrected By Date	Issue Resolved	Declared Nuisance	Notes	
Name	Dave Chadwick	93.19	Nuisance Parking and Storage	Vehicles	6/10/2026	7/13/2026			7/28/26 Council agreed to send a 2nd Notice 8/18/26 Council took no Further Action - Property Cleaned Up Owners will work on property further when back from Vacation	
		93.20	Inoperable Motor Vehicle	Vehicles	7/29/2026	8/17/2026				
		93.48	Weeds	Weeds						
Address		679 Park Ave.								
Name	Dave Chadwick	93.48	Weeds	Weeds						
Address		710 Park Ave.								
Name	Paul Grams	93.18	Nuisance Affecting Peace and Safety	Tires/Various Materials	6/10/2026	7/13/2026		8/18/2026	7/28/26 Council agreed to have CSO serve a 2nd Notice 8/18/26 Council agreed to send for Prosecution	
					7/29/2026	8/17/2026				
Address		410 Sophia Ave.								
Name	Brian Hermann	93.18	Nuisance Affecting Peace and Safety	Vehicle Parts/Appliances	6/10/2026	7/13/2026		8/18/2026	7/28/26 Council agreed to have CSO serve a 2nd Notice 8/18/26 Council agreed to send for Prosecution	
		93.19	Nuisance Parking and Storage	Vehicle Parts/Materials	6/10/2026	7/13/2026				
					7/29/2026	8/17/2026				
Address		780 Park Ave.								
Name	Michael Howe	93.18	Nuisance Affecting Peace and Safety	Tree/Branches/Wood Pile	6/10/2026	7/13/2026	8/18/2026		7/28/26 Council agreed to have CSO serve a 2nd Notice 8/18/26 Council took no Further Action - Property Cleaned Up	
		93.48	Weeds	Weeds - Back Yard/Fence	6/10/2026	7/13/2026	8/18/2026			
					7/29/2026	8/17/2026	8/18/2026			
Address		625 Kim Ave.								
Name	William Minnihan	93.19	Nuisance Parking and Storage	Number of Vehicles	6/10/2026	7/13/2026			7/28/26 Council agreed to have CSO serve a 2nd Notice 8/18/26 Council approved additional time for clean up	
		93.20	Inoperable Motor Vehicle	Unlicensed/Operational Vehicles	6/10/2026	7/13/2026				
					7/29/2026	8/17/2026				
Address		421 Henrietta Ave.								
Name	Anthony Proskin	93.18	Nuisance Affecting Peace and Safety	Abandoned Vehicle/Junk	6/10/2026	7/13/2026	8/18/2026		7/28/26 Council satisfied with progress, no further action 8/18/26 Council took no Further Action - Property Cleaned Up	
		93.20	Inoperable Motor Vehicle	Abandoned Vehicle	6/10/2026	7/13/2026	8/18/2026			
Address		619 David Ave.								
Name	Nichelle Schug	93.18	Nuisance Affecting Peace and Safety	Junk Appliance	5/20/2026	6/08/2026		8/18/2026	7/28/26 Council agreed to have CSO serve a 2nd Notice 8/18/26 Council agreed to send for Prosecution	
		93.19	Nuisance Parking and Storage	Trailers	5/20/2026	6/08/2026				8/18/2026
					7/29/2026	8/17/2026				
Address		618 Kim Ave.								
Name	Chase McHale	93.19	Nuisance Parking and Storage	Number of Vehicles/Trailers	7/08/2026	7/20/2026	8/18/2026		7/28/26 Council agreed to have CSO serve a 2nd Notice 8/18/26 Council took no Further Action - Property Cleaned Up	
					7/29/2026	8/17/2026	8/18/2026			
Address		490 Brad Street								
Name	Berg Bros Properties	93.48	Weeds	Weeds around Buildings	8/06/2026	8/31/2026			9/8/2026	
Address		440 Maria Ave								
Name	Joseph Hubler	93.48	Weeds	Plant/Bush - Sidewalk	7/08/2026	7/20/2026	7/20/2026		Completed	
Address										
Name	Russ Kuenzel	71.02	Overtime & Overnight Parking	Vehicle Parked on Street	7/08/2026	7/20/2026	7/10/2026		Completed	
Address		418 Jacob Street								
Name	Victor Ramirez	93.48	Weeds	Weeds around Buildings	7/30/2026	8/17/2026	8/12/2026		Completed	
Address		340 RR Street								
Name	Jeff Tollefson	93.18	Nuisance Affecting Peace and Safety	Materials in Back Yard	7/30/2026	8/17/2026			Letter Returned - Resent Letter to Different Address	
		93.21	Building Maintenance and Appearance	Fence	7/30/2026	8/17/2026				
		93.48	Weeds	Weeds	7/30/2026	8/17/2026				
Address		451 Maria Avenue								

2026 Public Nuisance Letter

Resident		Violation Ord #	Violation Ordinance Title	Items in Violation	Letter(s) Sent	Corrected By Date	Issue Resolved	Declared Nuisance	Notes
Name	Zachary Wilson	95.02	Running at Large Prohibited	Dog at Large	5/15/2026				9/8/2026
Address	152 Jacob Street	93.16	Public Nuisances Affecting Health	Mattress, Pond, Vines	8/18/2026	9/07/2026			
		93.19	Nuisance Parking and Storage						
Name	Elisia Kelzer	93.01	Trimmming & Care of Trees	Tree Trimming	8/24/2026				9/8/2026
Address	321 Maria Ave								

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

When You Can Raise Mayor and Council Wages in Minnesota

In Minnesota, **second-, third-, and fourth-class cities** (including most municipalities) can set their own salaries for city council members and the mayor by ordinance, but there are strict timing rules.

Key statutory requirement

Under **Minn. Stat. § 415.11**, a change to increase council salaries may be made **by ordinance at any time before the next municipal election**, but **no change in salary can take effect until after the next succeeding municipal election**

Example

If the next municipal election is on **November 3, 2026**, you could pass an ordinance to raise salaries in 2026, but the increase would only apply starting **January 1, 2027**.

Ordinance adoption process

To pass the ordinance:

- Post a notice at least 10 days before the council meeting [League of Minnesota Cities](#).
- Council must approve it by majority vote (some ordinances may require a higher threshold; check your charter) [League of Minnesota Cities](#).
- The mayor and city clerk sign and seal it [League of Minnesota Cities](#).
- Publish in the city's official newspaper within 45 days [League of Minnesota Cities](#).
- Record it in the ordinance book within 20 days [League of Minnesota Cities](#).

Bottom line

You can pass an ordinance to raise mayor and council wages **any time before the next municipal election**, but the raise won't take effect until **after that election**. This timing rule applies to all second-, third-, and fourth-class cities in Minnesota.

**CITY OF HAMBURG
ORDINANCE NUMBER 174**

***AN ORDINANCE AMENDING CHAPTER 30.03 OF THE HAMBURG CITY CODE
PERTAINING TO MAYOR AND COUNCIL COMPENSATION.***

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

SECTION 1. Section 3 of Chapter 30 of the Hamburg City Code is hereby amended in its entirety to read as follows:

§ 30.03 MAYOR AND COUNCIL; COMPENSATION.

Pursuant to the authority granted by M.S. § 415.11, as it may be amended from time to time, salaries of the Mayor and Council members shall be set by ordinance. No change in salary shall take effect until after the next succeeding municipal election. The salary of the Mayor shall be \$2,000 annually. The salary of each Council member shall be \$1,200 annually. In addition, the Mayor and each Council member shall receive \$50 for each special meeting of the City Council attended by the Mayor and any Council member.

SECTION 2. Effective Date of Ordinance.

This ordinance shall take effect on January 1, 2027.

Passed and adopted by the City Council of the City of Hamburg this 22nd day of September,
2026.

CITY OF HAMBURG:

Chris Lund, Mayor

Attest: _____
Jeremy Gruenhagen, Clerk-Treasurer

(Published in the Patriot on October XX, 2026)

City of Hamburg, MN Municipal Agreement

OCTOBER 1st, 2026 THROUGH SEPTEMBER 30th, 2031

Solid Waste and Recycling Services Agreement

THIS SOLID WASTE and RECYCLING SERVICES AGREEMENT ("Agreement") is made this 1st day of October 2026 (the "Effective Date") by and between WASTE MANAGEMENT OF MINNESOTA, INC., a corporation organized and existing under the laws of the State of Minnesota (hereafter "Company"), and THE CITY OF HAMBURG, a municipal corporation created under the laws of the State of Minnesota (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recycling; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. **"Annual Adjustment"** means the automatic increase to the Rates occurring on each Adjustment Date, equal to a fixed annual increase of five percent (5%), commencing one (1) year after the Commencement Date and annually thereafter.

b. **"Applicable Law"** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

c. **"Bin"** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

d. **"Cart"** means a watertight heavy plastic receptacle with a rated capacity of approximately thirty-two (32), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

e. **"Collection Service(s)"** means the process by which Solid Waste and recycling is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

f. **"Construction and Demolition Debris"** or **"C&D Debris"** means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials

include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

- g. **"Container"** means a Bin, Cart or Roll-Off Container.
- h. **"Contamination"** refers to materials placed in a Recyclables Container other than Recyclables.
- i. **"Contamination Charge"** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating non-Recyclables placed in Recyclables Containers or for arranging special, unscheduled collections due to placement of Solid Waste in Recyclables Containers.
- j. **"Dwelling Unit"** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- k. **"Food Waste"** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.
- l. **"Multi-Family Complex"** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
- m. **"Multi-Family Dwelling Unit"** means a Dwelling Unit in a Multi-Family Complex.
- n. **"Overage"** is defined as (i) Refuse exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- o. **"Overage Charge"** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.
- p. **"Premises"** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- q. **"Process" or "Processing"** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

r. **"Rates"** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit "A" attached hereto, as such may be adjusted from time to time.

s. **"Recyclables"** means the materials described as such in Exhibit "B" attached hereto.

t. **"Refuse"** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

u. **"Residential Premises"** means a Single-Family Premises or Multi-Family Complex.

v. **"Roll-Off Container"** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

w. **"Service Area"** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

x. **"Service Recipient"** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

y. **"Single-Family Premises"** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

z. **"Solid Waste"** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables, but excluding Unacceptable Waste.

aa. **"Unacceptable Waste"** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for 5 years commencing on October 1st, 2026 (the "Commencement Date") and expiring September 30th, 2031, with automatic extensions of 3 years

each, unless either Party gives the other at least 90 days' advance written notice of the intention to terminate the Agreement at the end of the then-current term.

3. EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. COLLECTION SERVICES.

a. Containers.

i. Company shall provide each Single-Family Premises with one 32-gallon, 64-gallon or 96-gallon Cart for Refuse and one 32-gallon, 64-gallon or 96-gallon for Recyclables. Additional Carts will be available for a fee as set forth in Exhibit "A". Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse generated by Dwelling Units therein, as determined by Company and the Service Recipient. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement

ii. Company shall provide Bin service to Residential Services requesting this service. The service frequency and container volume shall be subject to negotiation and agreement between Company and the Service Recipient.

iii. Company shall provide temporary Bin service and Roll-off Container service to Residential Premises that request these services. Company shall deliver and collect temporary Bins or Roll-off Containers at the direction of the Service Recipient.

iv. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee. Service Recipients may not, itself or through a third party, mechanically compact materials placed in Company-provided Containers.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside (1) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6 a.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient.

ii. Recyclables shall be collected from the curbside (1) per every other week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6 a.m. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient.

c. Contamination; Overage.

i. Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending on a mutually determined date (the "Roll-Out Period"), Company shall provide an education program designed to minimize instances of Contamination and Overage. During the Roll-Out Period, where Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the Service Recipient (if such contact information is provided by Customer with the following information (a "Violation Notice"):

- Date of the offense;
- Description of the offense;
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and

- A website to obtain additional information and/or receive responses to questions the Service Recipient may have

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

ii. Post Roll-Out Period. The following shall apply after the Roll-Out Period:

1. Contamination.

i. First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.

ii. Third and Subsequent Occurrences. Company may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, the Service Recipient may request the Container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

2. Overage Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Service Recipient may correct the Overage and request that Company return to service the Container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Company may increase the Service Recipient's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Service Recipient according to the increased service level.

d. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.

g. Customer Services. All Service Recipient contacts and requests will be made through one of the Company's customer experience (CE) channels, which may include phone, chat, and contact back. Company shall have sufficient tools in place to handle the volume of contacts experienced on a monthly average. Company's CE will offer an automated self-service guided flow or other technology as developed, to resolve most issues. If the matter cannot be resolved through the self-service options, the Company will provide a "contact back" option where the Company will respond to the customer. CE is generally closed on weekends and the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

h. Temporary Services. Company will have the right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse or Recyclables Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. . Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

i. Bagster Service. Provided such services are offered by Company in an area including the City, Company will make Bagster® Service, consisting of collection of the Bagster Bag and processing/disposal, available to all Service Recipients purchasing a Bagster Bag and requesting collection. Bagster Service is intended as a service in addition to, and not as a substitution for, temporary bin or roll-off service.

j. Special Services. From time to time, Service Recipients may request performance of special services, for which a rate is not provided in Exhibit "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

k. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

l. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

m. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

n. Missed Pick-Ups and Complaints. All Refuse and Recyclables Containers, as well as Bulky Waste scheduled for collection, must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers or Bulky Waste not collected because they are not at the curb or other designated location on time shall not be considered a missed

pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (1) week, conditions permitting

o. Public Outreach. Company acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Company and the City will implement a public education program to expand public and Service Recipient awareness concerning the necessity for methods of reducing, reusing, and recycling waste materials. The Company will cooperate fully with the City in this regard, provided that Company shall not be required to expend more than \$100.00 per contract year on these efforts, without obtaining additional compensation from the City.

The City shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Service Recipients and implementing ongoing recycling promotions, education and outreach programs, at the direction of the City.

The Company shall keep the public informed of programs and encourage participation through an electronic Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City, which will not be unnecessarily delayed or withheld. The Annual Service Update shall be transmitted to all Service Recipients by e-mail, or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies and other useful Service Recipient information.

q. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. Before any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit "A" in order to compensate Company for implementing said changed services.

r. Natural Disasters. Company will use commercially reasonable efforts to assist City, at the City's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated

services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and City shall reimburse Company for the cost of replacement.

5. SERVICE RECIPIENT BILLING.

a. Service Recipient Billing. Company shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Service Recipients shall be billed no less than quarterly, and Multi-Family Complex Service Recipients shall be billed monthly. However, in the event of a billing error (e.g., Company provides services without billing), Company may bill Service Recipients up to one year after providing Collection Services. Owners of Single-Family Premises shall ultimately be liable for payment of Company invoices, regardless of whether Company initially bills the Dwelling Unit/tenant directly. Service Recipients may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. Company may bill Service Recipients a late payment fee at Company's then-current rate, returned payment fees and reactivation fees, as well as all costs associated with bad debt collection, as may be set forth in Exhibit "A". Company may suspend or terminate service to Service Recipients that become more than sixty (60) days past due, in accordance with Applicable Law. If such Collection Service is reactivated, Company may charge an Auto Resume charge and/or may require a deposit from the Service Recipient, as may be set forth in Exhibit "A". The City will provide reasonable assistance to Company regarding Company's billing and collection of amounts due from Service Recipients, which may include timely notification to Company of changes in Service Recipients (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Service Recipient's adhere to the requirements of this Agreement. If the ability to pay bills for Collection Service electronically is offered and Service Recipient chooses to remit payment electronically by debit or credit card, a convenience fee may apply.

Service Recipients that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee charge by the payment system provider (\$1.99 USD / \$2.75 CAD per transaction for residential service; \$9.99 USD / \$13.75 CAD per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to Service Recipients during the bill payment process and they will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. / Pre-Authorized Debit or PAD in Canada) for which no convenience fee will be applied.

6. SERVICE RATES.

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit "A" (the "Rates"), as the same may be adjusted in accordance with this Section 6.

b. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be increased by an amount equal to the then-current Rates multiplied by a fixed 5%.

c. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
5. Increase in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
6. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU20100005200000I, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).
7. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).
8. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The

City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted Rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

d. Bad Debt Adjustment. Company shall make reasonable efforts to obtain payment from delinquent accounts through such measures as issuance of late payment notices, telephone requests for payment, and assistance from collection agencies. However, if the average bad debt ratio exceeds 1.5% for the twelve-month period ending the November prior to the Adjustment Date, then on the next Adjustment Date there shall be a separate adjustment to Rates to compensate Company for the amount of bad debt exceeding such 1.5% bad debt ratio.

7. DEFAULT AND TERMINATION

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. INDEMNIFICATION

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

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

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

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

12. **INSURANCE**

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

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

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall require at least ten days' notice to the City before cancellation of any such Company policy.

13. **MISCELLANEOUS PROVISIONS**

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Minnesota, Inc.
490 Industrial Blvd,
Winsted, MN 55395
Attn: Melissa Abramson

If to City: City of Hamburg, MN
P.O. Box 248
181 Broadway Avenue
Hamburg, MN 55339
Attn: Jeremy Gruenhagen

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF MINNESOTA, INC.

By: _____

Name: _____

Title: _____

CITY OF HAMBURG, MN

By: _____

Name: _____

Title: _____

EXHIBIT A

City of Hamburg, MN 5-Year Agreement

October 1st, 2026, to September 30th, 2031

Weekly Residential Refuse Rates Per Household

Rates are per household and include collection, transportation, and disposal services.

Cart Size	Monthly Rate
32 Gallon Cart	\$10.00
64 Gallon Cart	\$11.55
96 Gallon Cart	\$13.15

Every-Other-Week Residential Recycling Rates Per Household

Rates are per household and include collection, transportation, and disposal/recycling services.

Includes 32, 64, or 96 Gallon Recycling Cart

Service	Monthly Rate
Recycling Cart	\$5.55

Additional Services & Fees

Item	Rate
Extra Trash Cart	\$8.00 per cart per month
Extra Recycling Cart	\$3.76 per cart per month
Extra Trash Bag or Overage (up to 30 gallons)	\$5.00 per bag
Lost, Stolen or Destroyed Cart	\$70.00/cart

Late Fee

A late fee of 2.5% or \$5 per invoice, whichever is greater.

Annual Price Adjustment

All rates are guaranteed in the first year of the contract. Annually thereafter, all rates will be increased on the anniversary date of the contract. Rates are subject to an annual adjustment beginning on October 1st of 2027, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be increased by an amount equal to the then-current Rates multiplied by a fixed 5%.

	32 Gallon	64 Gallon	96 Gallon	Recycling
Year 1	\$10.00	\$11.55	\$13.15	\$5.55
Year 2	\$10.50	\$12.13	\$13.81	\$5.83
Year 3	\$11.03	\$12.74	\$14.50	\$6.12
Year 4	\$11.58	\$13.37	\$15.23	\$6.43
Year 5	\$12.16	\$14.04	\$15.99	\$6.75

No-Charge Services Included:

As part of the services provided under this Agreement, Company shall provide the following weekly trash and every other week recycling services to the City at no additional charge:

Location	Service Provided
City Hall 181 Broadway Ave	1 × 96-Gallon Recycling Cart
Community Center 181 Broadway	1 × 3-Yard MSW Container
Community Hall 351 Henrietta	1 × 4-Yard Recycling Container 1 × 6-Yard MSW Container
Bicentennial Park 614 Park Ave	1 × 2-Yard MSW Container 1 × 96-Gallon Recycling Cart 5 × 64-Gallon MSW Carts
Hamburg Ball Park	5 × 64-Gallon Recycling Carts 1 × 2-Yard MSW Container

In-Kind Service Donation:

As an in-kind contribution supporting community events, Company shall provide, at no cost to the City, up to one (1) 30-yard roll-off container for the City of Hamburg's annual Fish Fry event held in February, and up to two (2) 6-yard refuse containers for the City of Hamburg's annual Summerfest event held in September. Company shall furnish, service, and remove such containers as reasonably required during the applicable event period, with all associated costs waived as a donated service.

EXHIBIT B

SINGLE STREAM SPECIFICATIONS

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

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic with symbol # 5 – empty (yogurt cups, butter tubs, cold beverage cups, etc.)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets
Paper cups - empty	

NON-RECYCLABLES include, but are not limited to the following:

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

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2026-09**

***RESOLUTION APPROVING 2027 PRELIMINARY PROPOSED
TAX LEVY/BUDGET AND SETTING PUBLIC COMMENT DATE***

WHEREAS, Minnesota State Statutes require that all local units of government formally adopt proposed budget and preliminary tax levy by resolution and certify proposed levy to the County Auditor on or before September 30, 2026; and

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

WHEREAS, The Hamburg City Council and City staff have done preliminary analysis of the demands for goods, services, and other debt obligations to be provided to the City in 2027 and approved its Preliminary Budget for 2027; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF HAMBURG, MINNESOTA, hereby adopts the preliminary proposed tax levy, collectible in 2027, which shall not exceed \$xxx,xxx; and

BE IT FURTHER RESOLVED that the City has decided to present the 2027 Budget and Tax Levy to the public for information and to receive public input at the Regular City Council Meeting at 6:30 p.m. on December 8th, 2026.

I CERTIFY THAT the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota, this 22nd day of September, 2026.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk-Treasurer



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