



HAMBURG CITY COUNCIL AGENDA

SEPTEMBER 24, 2024

- 1. Call City Council Meeting to Order**
 - **Pledge of Allegiance**

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

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

- 4. Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Payment of Added August 2024 Claims (\$3,751.86)**
 - **Approve Payment of Added September 2024 Claims (\$51,960.12)**
 - **Approve Contract for Policing Services (Carver County)**

- 5. Southern Valley Alliance – Christie Larson**
 - **Domestic Violence Awareness Month (October)**

- 6. Old City Business**
 - **Carver County Absentee Ballot Board**
 - **Brad Street Project Update**
 - **Curb Replacement**
 - **Change Order Number 2**

- 7. New City Business**
 - **City Parcel 45.0282015 (Extend Parking Lot)**
 - **Pop for Community Hall**
 - **On Call Pay**
 - **Deputy Clerk/Utility Billing Clerk**

- 8. 2025 Preliminary Budget**
 - **2025 Proposed Tax Levy and Budget**
 - **2025 Budget Items/Wish List**
 - **Set Proposed Property Tax Levy/Preliminary Budget for 2025**
 - **Set Public Comment Meeting for Final 2025 Budget**
 - **December 10, 2024 @ 7:00 PM**
 - **Approve Resolution Number 2024-07 (2025 Preliminary Tax Levy)**



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 24, 2024***

9. City Council Reports

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

10. Adjourn City Council Meeting

**CITY OF HAMBURG
NOTICE OF CITY COUNCIL MEETING
SEPTEMBER 24, 2024**

Notice is hereby given that the Hamburg City Council will hold a second City Council meeting for the month of September. The meeting of the Hamburg City Council will be held on **Tuesday, September 24, 2024 at 7:00 p.m.**, at the Hamburg Community Center, 181 Broadway Avenue, Hamburg, MN.

Jeremy Gruenhagen
City Clerk/Treasurer

2024 August Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July 2024	\$3,814.22	8/20/2024
ACH	HealthPartners	Divided	Health Insurance for August 2024	\$3,191.20	8/20/2024
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - July 2024	\$768.00	8/20/2024
ACH	PERA	Divided	PERA Withholding - July 2024	\$920.88	8/20/2024
ACH	PERA	Divided	PERA Withholding - August 2024	\$602.71	8/20/2024
ACH	PERA	Divided	PERA Withholding - August 2024	\$609.00	9/10/2024
ACH	PERA	Divided	PERA Withholding - August 2024	\$576.48	9/10/2024
ACH	Optum	General Gov't	HAS Admin Fee - 2nd Qtr. 2024	\$22.50	8/20/2024
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$201.60	8/20/2024
ACH	Kwik Trip	Park/Sewer	Gas for City Vehicles	\$94.80	8/20/2024
ACH	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for July 2024	\$669.90	8/20/2024
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 07/16/24 to 08/15/24	\$75.43	8/20/2024
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for July 2024	\$20.00	8/20/2024
ACH	Verizon Wireless	General Gov't	City Cell Phone/iPads for HFD	\$129.19	8/20/2024
ACH	Viking Bottling Co.	Hall	Pop for Hall	\$309.75	8/20/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491844	\$1,068.63	8/20/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491855	\$1,236.52	8/20/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00051366837	\$32.93	8/20/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00130099230	\$204.59	8/20/2024
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.33	8/20/2024
DC	Amazon	Sewer	Dawn Platinum Dish Soap for Lift station	\$27.73	8/20/2024
DC	Dollar Fresh Market	Gen Govt Bldgs.	Apple Cider	\$1.59	8/20/2024
DC	Fleet Farm	Gen Govt Bldgs.	Extension Wire, 12 Volt Diaphragm Pump	\$72.98	8/20/2024
DC	Intuit.com	General Gov't	QuickBooks Online Monthly Payment	\$99.00	8/20/2024
DC	MN Rural Water Association	Water/Sewer	Waconia Expo Attendee Registration - Training	\$150.00	8/20/2024
DC	NAC Supply	Park	Asphalt Emulsion Sealer, Tote Ribbon Mixer	\$1,574.50	9/10/2024
DC	NYA Post Office	Water/Sever/General Gov't	Postcard Stamps (3 Rolls), Forever Stamps (1 Roll)	\$241.00	8/20/2024
DC	The Home Depot	Sewer	Dawn Platinum Dish Soap for Lift station	\$62.92	8/20/2024
DC	Unhinged Pizza	General Gov't	Lunch/Dinner for Election Judges	\$94.05	8/20/2024
DC	US Postal Service	General Gov't	August 23, 2024 Newsletter	\$88.53	9/10/2024
DD	Jeremy Gruenhagen	Divided	July Wages (Rounds)	\$2,441.40	9/10/2024
DD	Jan Shoemaker	Divided	Wages 7/15/24 to 7/28/24	\$1,146.21	8/20/2024
DD	Jason Buckentin	Divided	Wages 7/15/24 to 7/28/24	\$1,963.63	8/20/2024
DD	Steve Frensko	Park	Wages 7/15/24 to 7/28/24	\$732.68	8/20/2024
DD	Jan Shoemaker	Divided	Wages 7/29/24 to 8/11/24	\$1,007.51	8/20/2024
DD	Jason Buckentin	Divided	Wages 7/29/24 to 8/11/24	\$1,966.41	8/20/2024
DD	Steve Frensko	Park	Wages 7/29/24 to 8/11/24	\$731.60	8/20/2024
DD	Jan Shoemaker	Divided	Wages 8/12/24 to 8/25/24	\$2,023.49	9/24/2024
DD	Jason Buckentin	Divided	Wages 8/12/24 to 8/25/24	\$1,110.99	9/24/2024
DD	Steve Frensko	Park	Wages 8/12/24 to 8/25/24	\$617.38	9/24/2024
DD	Jeremy Gruenhagen	Divided	August Wages	\$2,324.66	8/20/2024
DD	Jeremy Gruenhagen	Divided	August Wages	\$2,324.65	9/10/2024
22191	Advanced Electrical Service	Hall	Wire (2) Recessed Can, Demo Old Lights, Retrofit (3) Wallback's to	\$975.00	8/20/2024
22192	Barb Droege	General Gov't	Primary Election Judge	\$126.00	8/2/2024
22193	Bolton & Menk	General Gov't	Planning Services for 06/08/2024 to 07/07/2024	\$120.00	8/20/2024
22194	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for August 2024	\$66.79	8/20/2024
22195	Carver Link	General Gov't	Internet Services July 2024	\$120.00	8/20/2024
22196	Clarke Mosquito Management, Inc.	Public Safety	Mosquito Control for 2024 Season 3 of 3	\$1,467.75	8/20/2024
22197	Coordinated Business Systems, Ltd.	General Gov't	Monthly Equipment Base Rate for 07/01/2024 to 07/31/2024	\$57.91	8/20/2024
22198	Dena Braith	General Gov't	Primary Election Judge	\$126.00	8/20/2024
22199	Diane Hoffman	General Gov't	Primary Election Judge	\$126.00	8/20/2024
22200	Gopher State One Call	Water/Sewer	July 2024 Email Tickets 5 at \$1.35	\$6.75	8/20/2024
22201	Janice Mackenthun	General Gov't	Primary Election Judge	\$126.00	8/20/2024
22202	Jeremy Gruenhagen	General Gov't/ Public Safety FD	Election Lunch, NNO Supplies , Bee Nest Pay Box, Mileage	\$709.79	8/20/2024
22203	Jessica Flury	General Gov't	Primary Election Judge	\$129.50	8/20/2024
22204	Loffler Companies, Inc.	General Gov't	July 2024 Copies	\$73.55	8/20/2024
22205	Mayer Lumber Company, Inc.	Gen Govt Bldgs.	Spruce 2x4 (10), Spruce 2x6 (2), J Trim (3), Garage Door	\$1,054.12	8/20/2024
22206	Menards	Sewer/Park/GG Bldgs/Water	Various Parts and Supplies	\$122.71	8/20/2024
22207	Mona Kerber	General Gov't	Primary Election Judge	\$126.00	8/20/2024
22208	Nick Mackenthun	Public Safety (FD)	Oxy87 Gasoline	\$56.00	8/20/2024
22209	Per Mar Security Services	Sewer	Base Alarm Monitoring for WWTP 9-03-2024 to 12-02-2024	\$109.62	8/20/2024
22210	Perry Schroeder	General Gov't	Primary Election Judge	\$126.00	8/20/2024
22211	Plunkett's Pest Control	General Gov't Bldgs.	City Hall Service Date 8/14/2024	\$45.57	8/20/2024
22212	Pro Auto Repair	Public Safety (FD)	Repair 2000 Ford F350 Battery and Charging System	\$603.74	8/20/2024
22213	Rec Tech Sales & Service Co	Gen Govt Bldgs.	Oil Filter and 3 QT 10W40 Oil	\$41.51	8/20/2024
22214	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for July 2024	\$1,892.50	8/20/2024
22215	Wm Mueller & Sons, Inc.	Streets/Park	Fuel for City Vehicles	\$473.30	8/20/2024
			Total August Claims	\$44,250.68	
			Total August Claims	\$32,884.26	8/20/2024
			Added August Claims	\$7,614.56	9/10/2024
			Added August Claims	\$3,751.86	9/24/2024
				\$44,250.68	

2024 September Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - August 2024	\$4,994.02	9/10/2024
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - August 2024	\$1,013.00	9/10/2024
ACH	HealthPartners	Divided	Health Insurance for September 2024	\$3,191.20	9/10/2024
ACH	PERA	Divided	PERA Withholding - August 2024	\$885.88	9/24/2024
ACH	PERA	Divided	PERA Withholding - August 2024	\$581.04	9/24/2024
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$201.60	9/10/2024
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 08/16/24 to 09/15/24	\$75.43	9/10/2024
ACH	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for July and August 2024	\$1,159.30	9/10/2024
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for August 2024	\$20.00	9/10/2024
ACH	Verizon Wireless	General Gov't	City Cell Phone/iPads for HFD	\$129.19	9/24/2024
ACH	Viking Bottling Co.	Hall	Pop for Hall	\$275.00	9/24/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491844	\$976.15	9/24/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491855	\$1,332.45	9/24/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00051366837	\$36.45	9/24/2024
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00130099230	\$185.47	9/24/2024
ACH	ZOOM	General Gov't	Video Conferencing Service	\$17.33	9/10/2024
DC	Amazon	Park	Seal Coating Broom, Wire Wheel, Asphalt Squeegee	\$120.13	9/10/2024
DC	Amazon	Park	Flagepole Truck with Internal and External Pulleys	\$39.98	9/24/2024
DC	Amazon	Hall/GG Bldgs/Park	Tork Hand Towel Roll (12 rolls)	\$133.58	9/24/2024
DC	Amazon	Hall/GG Bldgs/Park	Tork Toilet Paper Rolls	\$127.96	9/24/2024
DC	Amazon	Hall	Turbo Bee 1000 Pack 12oz Plastic Cups	\$67.99	9/24/2024
DC	Intuit.com	General Gov't	QuickBooks Online Monthly Payment	\$99.00	9/24/2024
DC	Fleet Farm	Park	Wire Wheel	\$22.99	9/10/2024
DC	Fleet Farm	Gen Govt Bldgs./Park	Packaged Nails, Itasca Footwear, Crack Sealer	\$97.21	9/10/2024
DC	UPS	Water	Overnight Water Samples	\$33.19	9/24/2024
DC	US Postal Service	General Gov't	September 13, 2024 Newsletter	\$88.53	9/24/2024
DD	Jan Shoemaker	Divided	Wages 8/26/24 to 9/08/24	\$1,005.22	9/24/2024
DD	Jason Buckentin	Divided	Wages 8/26/24 to 9/08/24	\$1,990.76	9/24/2024
DD	Steve Frensko	Park	Wages 8/26/24 to 9/08/24	\$731.60	9/24/2024
DD	Jeremy Gruenhagen	Divided	September Wages (Rounds)	\$2,361.08	9/24/2024
22216	Carver Link	General Gov't	Internet Services August 2024	\$120.00	9/10/2024
22217	Coordinated Business Systems,	General Gov't	Monthly Equipment Base Rate for 08/01/2024 to 08/31/2024	\$57.91	9/10/2024
22218	Diversified Plumbing & Heating, I	Park	Cleared Clogged Drain in Park	\$393.75	9/10/2024
22219	Gopher State One Call	Water/Sewer	August 2024 Email Tickets 2 at \$1.35	\$2.70	9/10/2024
22220	Hawkins Chemical	Water	Azone 15 - EPA Reg. No. 7870-5, 90 gal, Ball Valve Compac	\$1,034.53	9/10/2024
22221	Home Solutions	Sewer/Park	Miscellaneous Hardware	\$49.11	9/10/2024
22222	Jim's Excavating, LLC	Public Safety (FD)	Pumping/Disposal at Fire Dept Flammable Waste 8/16/2024	\$370.00	9/10/2024
22223	League of Minnesota Cities	General Gov't	Workers Compensation Coverage Premium	\$352.00	9/10/2024
22224	Loffler Companies, Inc.	General Gov't	August 2024 Copies	\$66.41	9/10/2024
22225	Mayer Lumber Company, Inc.	Park/Streets	Replacement Frame for Park (vandalism)	\$147.30	9/10/2024
22226	MN Department of Health	Water	3rd Qtr. 2024 Comm. Water Supply Serv. Conn. Fee	\$524.00	9/10/2024
22227	MNSPECT, LLC	Public Safety	(5) Building Permits	\$1,165.26	9/10/2024
22228	Municipal Emergency Services, I	Public Safety (FD)	Tango TX1 Single Gas Detector (3)	\$703.05	9/10/2024
22229	Route 1 Concrete	Sewer	Concrete Curb Patch and Pad Grinder Station	\$3,000.00	9/10/2024
22230	S.E.H. Inc.	Streets	General Engineering	\$399.00	9/10/2024
22231	USA Blue Book	Water	Hach Fluoride Rgt-Spadns AccuVac Ampules 25 pk (2)	\$138.71	9/10/2024
22232	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for August 2024	\$1,216.25	9/10/2024
22233	Waste Management, Inc.	Sanitation	30 Yard Recycle Container for 08/16/24-08/31/24	\$296.04	9/10/2024
22234	Wm Mueller & Sons, Inc.	Park/Streets	Fuel for City Vehicles, 3/4" Minus Red Rock (6 loads)	\$1,499.64	9/10/2024
22235	212 Equipment	Gen Govt Bldgs.	Edger for Trimmer	\$199.99	9/24/2024
22236	Business Essentials	GG/Hall/Park	Toilet Paper	\$88.76	9/24/2024
22237	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for August 2024	\$66.79	9/24/2024
22238	Core & Main	Water	Meters (5) - Water Meter Resetter	\$1,107.16	9/24/2024
22239	League of MN Cities Ins Trust	Divided	Property & Casualty Ins Renewal 2024-25	\$30,778.00	9/24/2024
22240	League of Minnesota Cities	General Gov't	Membership Dues 09/01/2024 to 12/31/2024 (Population 58)	\$302.00	9/24/2024
22241	Menards	Park	SealBest 1000+ Asphalt Sealer (8)	\$271.84	9/24/2024
22242	MVTL Labs, Inc	Sewer	Discharge Samples	\$253.00	9/24/2024
22243	NAPA Auto Parts	Gen Govt Bldgs.	Valvoline Crimson #2 Multi-Purpose Grease (10)	\$67.06	9/24/2024
22244	Plunkett's Pest Control	General Gov't Bldgs.	City Hall Service Date 9/09/2024	\$177.04	9/24/2024
22245	Robb's Electric, Inc.	Sewer	Wire Jacob Street Lift Station	\$5,855.00	9/24/2024
22246	Wm Mueller & Sons, Inc.	Park/Streets	Fuel for City Vehicles/Patch Jacob Street	\$1,712.96	9/24/2024
			Total September Claims	\$74,407.99	
			Total September Claims	\$22,447.87	9/10/2024
			Added September Claims	\$51,960.12	9/24/2024
				\$74,407.99	

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 with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes, Section 436.05 allows the sheriff of any county to contract for the furnishing of police service to a municipality; and

WHEREAS, this Agreement is authorized by Minnesota Statute, Section 471.59, 436.05,

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

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police services for the City in the manner as hereinafter set forth.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide regionalized police service within the corporate limits of the City of Hamburg in partnership with the cities of Norwood Young America and Cologne 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 within the above-mentioned cities corporate limits of which the Sheriff and his duly assigned deputies shall exercise all the police powers and duties of city police officers as provided by Minnesota Statutes, Section 436.05.
 - 1.2 The County shall solicit City input related to assignment of personnel before making assignments. The County shall give thoughtful consideration to the City's input and shall retain the full and unrestricted right to assign personnel as necessary.

- 1.3 The County shall pay for all training costs associated with assigned personnel to maintain POST licensure and any other agency authorized training.
- 1.4 At a minimum, the County shall provide the City with monthly, quarterly, and annual reports including but not limited to calls for service by offense type, hour of the day, and day of the week. Such reports shall include an arrest summary, traffic citation summary, and verbal warning summary. Additionally, the County shall provide monthly, quarterly, and annual reports showing the number of CSO hours and types of calls for service CSO's responded to within the corporate City limits.
- 1.5 The rendition of services, the standard of performance, the discipline of deputies, and other matters of incident to the performance of such services and control of personnel so employed shall be and remain in and under control of the County.
- 1.6 The rendition of services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the City.
- 1.7 At the City's request, the County (i.e., Sheriff's contract manager or designee) shall meet with the City to discuss any questions, concerns, or requested modifications to the type of services provided, or manner in which such services are provided. In the event a dispute arises between the parties concerning services provided pursuant to this agreement, the County shall in good faith discuss a plan with the City; however, the County retains the sole discretion in determining a solution to said dispute (e.g., reassignment of personnel, types of patrol, level of service available).
- 1.8 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 at the rate for additional hours identified under Article VII and the City shall make payment pursuant to Minnesota Statute, Section 471.425, subd. 2(a).

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.

a). The County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein. All County property and equipment used in rendering services under this Agreement is, and shall remain, County property.

b). The City shall provide outdoor storage within the corporate limits of the City for patrol cars used for providing services pursuant to this Agreement. Indoor parking is at the discretion of the city and if chosen, no cost for maintenance of city facilities will be incurred by the county.

2. OFFICE SPACE. Police services shall be conducted out of office space selected and provided by the City that is sufficient to provide for the office needs of the assigned personnel.

3. FINANCIAL LIABILITY. The City shall not be responsible or liable for the payment of any salaries, wages, or other compensation to personnel employed by the County to perform services under this Agreement. 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 City and County 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.

- (a) This Agreement to indemnify and hold harmless does not constitute a waiver by either party of immunities from, or limitations on liability provided under Minnesota Statutes Section 466.04.

For purposes of determining total liability damages, the parties are considered a single governmental unit and the total liability 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.

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, 2025, to December 31, 2025. 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. Unless otherwise terminated in accordance with Article VI, Section 3 of this agreement, this Agreement shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. NOTICE.
- 2.1 If either party does not desire to enter into a contract for police service for 2026, such party shall notify the other party in writing by July 1, 2025.
- 2.2 The City, if electing to terminate or discontinue contracted services, or decrease contracted police services, the City shall still be obligated to pay all unpaid personnel costs (e.g. OT and annual carryover), incurred prior to termination.
- 2.3 On or before June 1 of the current contract year, the County shall notify the City of the estimated police contract rates for the following year. The County shall provide proposed police contract rates by October 1 of the current contract year.

2.4 Notice under the above provisions shall be sent to:

Commander Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
952-361-1857
mwollin@co.carver.mn.us

City of Hamburg
Jeremy Gruenhagen, Clerk
181 Broadway Ave.
Hamburg, MN 55339
Phone: 952-467-3232
cityadmin@cityofhamburgmn.com

Office: 952-361-1857
Cell: 952-220-7926

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 eighty (84) hours the deputy is gone from the communities 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 84 hours.

The first eighty (84) hours a deputy is gone from the communities 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 84 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 \$90.63 per hour.

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

1.2 PERSONNEL COST

The County agrees to provide police services within the corporate City limits. Costs are set forth as follows:

Deputy -	.10 (2184 FTE)	\$15,175
Liaison Corporal	.05 (2184 FTE)	\$7,588
CSO	130 hours	\$5,583

1.3 VEHICLE COST \$2,565

1.4 TOTAL POLICE SERVICES \$30,911

2. PAYMENT. The County shall invoice the City for one half of the total contracted amount of the current year police staffing option cost hereunder, or \$15,455.50 to be paid on or before June 30 of the current contract year. The County shall invoice the remaining half, or \$15,455.50 to be paid on or before November 30 of the current contract year. The City shall promptly pay such invoiced amounts in accordance with applicable law. The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours, bill for additional hours or deduct from applied year end credit for unfilled deputy FTE hours.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.
4. POST REIMBURSEMENT. The County, upon receiving continuing education reimbursement, shall reimburse the city pursuant to the MN Administrative Rules, Peace Officer Standards and Training Board, Chapter 6700, part 6700.1800.

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 Statutes Chapter 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.

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 City 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

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Absentee Ballot Board Members

Jen Ray <jenray.mnelections@gmail.com> Wed, Sep 11, 2024 at 4:00 PM
To: "clund@cityofhamburgmn.com" <clund@cityofhamburgmn.com>, "mpolzin@cityofhamburgmn.com" <mpolzin@cityofhamburgmn.com>, "epoppler@cityofhamburgmn.com" <epoppler@cityofhamburgmn.com>, "jweber@cityofhamburgmn.com" <jweber@cityofhamburgmn.com>, "cityadmin@cityofhamburgmn.com" <cityadmin@cityofhamburgmn.com>, "deputyclerk@cityofhamburgmn.com" <deputyclerk@cityofhamburgmn.com>

Hello Mayor Chris, and Council members Mitch, Eric, Jessica, Jeremy and Jan.

First a big thank you to all for being so inviting and welcoming. Most importantly, open minded. It is appreciated more than you know.

Am writing a few sentences that I hope you can cut and paste onto your "letterhead" or official email.

~~~~~

Dear Commissioners Degler, Udermann, Lynch, Workman and Fahey,

SUBJECT: Appointed Members on the Absentee Ballot Board in Carver County MN

The Mayor and City Council Members of City of Hamburg, in Carver County, fully support and request the commissioners pass a resolution before the 2024 election that provides:

**"Vetted, major-party balance for the appointed members that serve on the absentee ballot board in processes A-Z of our absentee and early votes in Carver County."**

List names and sign.

~~~~~

Here's the contact information for our commissioners:

Contact Information for Carver County Minnesota Commissioners:

District 1

Gayle O. Degler
(763) 381-1879

It may, or maybe not surprise you that in the past, (on the above recording closer to the end) we have not had any specific process in place that guarantees that the ballots the county employees put through the machine are the same ballots received/returned from residents voting. NOT saying that they did a change-a-roo, just saying we need more process and procedure. Having "all eyes on the ballot" is a great start to provide transparency, accuracy and accountability.

Yes, I hope we have trustworthy employees, but I don't vote for my commissioner to "trust the employees", I vote for my commissioner to oversee, legally their duty, the election process. It is their purview and they DO have the authority.

Feel free to reach out if you have ANY questions regarding the topic. Didn't intend or set out to be an expert on the subject but after two years of being immersed, one could consider me knowledgeable on the subject and the law surrounding this issue.

Appreciate the help from our local leaders to achieve this goal.

Blessings to all,

Jennifer Ray - Cell 612-618-7793



Building a Better World
for All of Us™

CHANGE ORDER

City of Hamburg, Minnesota

OWNER

September 24, 2024

DATE

OWNER'S PROJECT NO

2024 Street Improvement Project

PROJECT DESCRIPTION

Two

CHANGE ORDER NO.

HAMBU 176952 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

Change the final completion date from 20 working days or before September 30, 2024, whichever comes first, to on or before October 18, 2024.

Purpose of Change Order:

At the request of the Contractor.

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

Contract Status

	Time	Cost
Original Contract	20 working days August 31, 2024	\$384,775.30
Net Change Prior C.O.'s <u>1</u> to <u>N/A</u>	20 working days September 30, 2024	
Change this C.O.	On or before October 18, 2024	\$0.00
Revised Contract	On or before October 18, 2024	\$384,775.30

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Brody Bratsch, PE

Approved for Owner:

Agreed to by Contractor:

BY Wm. Mueller & Sons, Inc.

BY City of Hamburg, Minnesota

TITLE

Distribution

Contractor

Owner

Project Representative

TITLE

SEH Office

x:\j\h\hambu\176952\17-const-svcs\171-mgmt\50-chg-order\co#2.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

<u>2025 Budget Items</u>	<u>Fund</u>	<u>Estimate Cost</u>	<u>Comments</u>	<u>2025 Budget</u>
Lighting in CC to LED	General Govt	\$ 4,300.00	Bid from Robb's Electric	?
Community Center Floors	General Govt	\$ 27,000.00	Replace Floor Tiles	
Broom Attachment (Toolcat)	General Govt	\$ 5,000.00	Budget Replacement Fund	\$ 5,000.00
Grapple Bucket	General Govt	\$ 5,000.00		
Various Tools	General Govt	\$ 2,000.00		\$ 2,000.00
New Lawn Mower	General Govt	\$ 15,000.00	Budget Replacement Fund	\$ 5,000.00
Sidewalk	General Govt	\$ 6,000.00	Complete front sidewalk at city office	\$ 6,000.00
Sidewalk	General Govt	\$ 6,000.00	Fire hall aprons w/high early mix	\$ 6,000.00
Plow for Bobcat	General Govt	\$ 5,000.00	Getting Estimate	
Tool Box for Shop	General Govt	\$ 1,000.00		
Paint Striping Machine	General Govt	\$ 4,000.00	Paint Striping Machine	\$ 4,000.00
Drain Cleaning Machine	General Govt	\$ 700.00	Snake Machine	
Lumber Allowance	General Govt	\$ 5,000.00	Lumber for Various Projects	\$ 5,000.00
Seal Coating/Crack Sealing	Streets	\$ 20,000.00	CC/Fire Hall Parking Lot - 1,000 lin ft	\$ 20,000.00
HFD Grass/Rescue Vehicle	Fire Dept	\$ 115,000.00	Purchase 2026/2027	\$ 20,000.00
HFDRRA Benefit Level Increase	Fire Dept			
Lighting in Fire Hall to LED	Fire Dept	\$ 500.00	24/7 Lights in Fire Hall	\$ 500.00
Brush Pile at Ponds	Recycling	\$ 10,000.00	Chip Brush Pile	
Dog Waste Station	Park	\$ 265.00	Amazon - SHIP Grant	
West Ballfield Field #1	Park	\$ 3,000.00	Redo the infield like East Field	\$ 3,000.00
Dirt for Park	Park	\$ 2,000.00	Open Shelters	\$ 2,000.00
Round Tables for Park	Park	\$1,000/Each	Replace 3 Spool with MF Tables	
Serving Tables	Park	?	3 to 4 Tables	\$ 1,000.00
Lighting for Food Stand	Park	\$ 1,500.00	(4) New LED Strip Fixtures	\$ 1,500.00
Lighting for Big Shelter	Park	\$ 5,500.00	(8) New LED Strip Fixtures/6 Industrial Fans	\$ 5,500.00
Replace Pavement in Park	Park	\$65,000-\$70,000	Replace in 2028/2029	\$ 10,000.00
Redo East Parking Lot	Park	?	Replace in 2028/2029	
Hockey Rink/Pickle Ball	Park	?	Permanent Rink	
Parking Lot	Park	\$ 6,000.00	Extend Parking Lot (RR)	\$ 6,000.00
Band Shelter	Park	?	Install 6 x 6 Garage Door	
Lions Shelter Flooring	Park		Repair Cement Flooring	
Electronic Sign	Park		New Electronic Sign/Repair	
Video Recording System	Park		Upgrade Storage/Quality	
New Picnic Table for Hall Park	Hall	?	Replace 2 picnic tables	
Bar & Stage Area Paneling	Hall	?	Replace/Repaint	
Wood Floors	Hall	\$ 5,000.00	Buff/Coat Every 4 Years (2028)	
LVP Flooring	Hall	\$ 1,000.00	LVP Flooring for Closet Room	\$ 1,000.00
Ramp Roof	Hall	\$ 15,000.00	Secure Roof to the Building	
AC for Hall	Hall	\$ 30,000.00	Mini-splits (3)	
Remodel Bathrooms	Hall	\$ 20,000.00	Floors/Partitions/FRP/Base Cabinets/Flushers	
Replace Hydrant Tops	Water	\$4,800 to \$5,800	6 Hydrants Need Updating	
Lighting in WTP	Water	\$ 3,000.00	convert lighting to LED	\$ 3,000.00
Replace Curb Stop	Water	\$ 3,500.00	Replace Curb Stops Yearly (1)	\$ 3,500.00
New Water Meters	Water	\$ 2,500.00	Purchase 5 Meters/MXU	\$ 2,000.00
Clean Water Tower	Water	\$ 5,000.00	Clean Every 3 to 5 Years	\$ 5,000.00
Hydrant Buddy Portable Cordless				
Hydrant & Gate Valve Exerciser	Water	\$ 5,000.00		\$ 5,000.00
Rip Rap - Stage 2	Sewer	\$ 165,000.00	Phase 2 - Check for Grants	
Hydro Jet Sanitary Sewer	Sewer	\$ 30,000.00	Clean/Televise Sanitary Sewer Lines	\$ 6,000.00
Jetter	Sewer	\$ 40,000.00	Budget Replacement Fund	\$ 5,000.00
Hydro Jet Storm Sewer	Storm Sewer	\$ 32,000.00	Clean/Televise Storm Sewer Lines	

Park Rentals
Hall Rent

Increase Rent
Increase Rent

Pickle Bar Court
Archery Range

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2024-07**

***RESOLUTION APPROVING 2025 PRELIMINARY PROPOSED
TAX LEVY/BUDGET AND SETTING PUBLIC COMMENT DATE***

WHEREAS, Minnesota State Statues require that all local units of government formally adopt proposed budget and preliminary tax levy by resolution and certify propose levy to the County Auditor on or before September 30, 2024; and

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

WHEREAS, The Hamburg City Council and City staff have done preliminary analysis of the demands for goods, services and other debt obligations to be provided to the City in 2025 and approved its Preliminary Budget for 2025; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF HAMBURG, MINNESOTA, hereby adopts the preliminary proposed tax levy, collectible in 2025, which shall not exceed \$; and

BE IT FURTHER RESOLVED that the City has decided to present the 2025 Budget and Tax Levy to the public for information and to receive public input at the Regular City Council Meeting at 7:00 p.m. on December 10th, 2024.

I CERTIFY THAT the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 24th day of September, 2024.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk-Treasurer



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



Carver County
 Property Tax Department
 600 East 4th Street
 Chaska, MN 55318-2102
 Phone (952) 361-1910
 Fax (952) 361-1919

Date: August 15, 2024

Schools and cities (over 500 population) are required to hold a meeting at which the budget and levy will be discussed and the public is allowed to speak. The meeting must be after November 24 and no later than December 30 and be held at 6:00pm or later. This meeting may be part of a regularly scheduled meeting. If a regular meeting is not scheduled after November 24 and no later than December 30 at 6:00pm or later, it will be necessary to schedule a special meeting for this purpose.

Please complete the following for your city:

City: Hamburg Phone: 952-467-3232
 Contact Person: Jeremy Gruenhagen Email: cityadmin@cityofhamburgmn.com
Hearing Information
 Date: December 10, 2024
 Time: 7:00 PM

Listed below is prior year data for (1) the location of the public hearing, (2) the phone number to be published (3) the mailing address for written responses and (4) the website to be published. Please review these and make any necessary changes.

1. Hearing Location:	<input type="checkbox"/> Prior Year Information <u>City of Hamburg</u> <u>Community Center - Council Room</u> <u>181 Broadway Ave</u> <u>Hamburg, MN 55339</u>	OR	<input type="checkbox"/> New Information <hr/> <hr/> <hr/> <hr/> <hr/>
2. Phone Number:	<input type="checkbox"/> Prior Year Information <u>952-467-3232</u>	OR	<input type="checkbox"/> New Information <hr/> <hr/> <hr/> <hr/> <hr/>
3. Mailing Address:	<input type="checkbox"/> Prior Year Information <u>City of Hamburg</u> <u>PO Box 248</u> <u>Hamburg, MN 55339</u>	OR	<input type="checkbox"/> New Information <hr/> <hr/> <hr/> <hr/> <hr/>
4. Website Address:	<input type="checkbox"/> Prior Year Information <u>www.cityofhamburgmn.com</u>	OR	<input type="checkbox"/> New Information <hr/> <hr/> <hr/> <hr/> <hr/>

You may update this form directly on the SharePoint site or drag and drop a scanned copy in your folder using the link sent previously by **September 30, 2024**. By Statute, if we have not received this form in our office by **September 30, 2024** we will assign dates for your city hearings. Thank you for your prompt attention to this matter.

Mayor/City Clerk _____ Date: _____

You may update this form

For Office Use Only - Date Entered In Aumentum:	Input Sheet:	Excel:
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