



## ***HAMBURG CITY COUNCIL AGENDA SEPTEMBER 26, 2017***

1. **Call Public Hearing to Order at 7:00 PM**
  - **Conditional Use Permit for Gene Stier (270 RR Street)**
  
2. **Move to Close Public Hearing**
  
3. **Call City Council Meeting to Order**
  - **Pledge of Allegiance**
  
4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
  
5. **Agenda Review (Added Items) and Adoption**
  
6. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Approve Added Claims List for September 2017**
  - **Approve 2018 Policing Contract with Carver County**
  - **Approve 2018 Prosecution Contract with Carver County**
  - **Approve Temporary On-Sale Liquor License for Lions Club (10/07/17)**
  - **Approve Lawful Gambling Permit for Lions Club (11/17/17)**
  - **Approve Time-Off Request (Jeremy Gruenhagen)**
  - **Delinquent Utility Bills Report**
  
7. **Old City Business**
  - **Approve Resolution Number 2017-06**
    - **Conditional Use Permit for Gene Stier (270 RR Street)**
  - **Public Nuisances**
    - **710 Park Avenue/153 Jacob Street/780 Park Avenue**
    - **410 Sophia Ave/320 Sophia Avenue**
  - **2001 Ford Ambulance Sealed Bids**
  - **City Email Accounts**
  - **2018 Proposed Tax Levy and Budget**
    - **Set Proposed Property Tax Levy/Preliminary Budget for 2018**
    - **Set Public Comment Meeting for Final 2018 Budget**
      - **December 12, 2017 @ 7:00 PM**
    - **Approve Resolution Number 2016-07 (2018 Preliminary Tax Levy)**



***HAMBURG CITY COUNCIL AGENDA  
SEPTEMBER 26, 2017***

**8. New City Business**

**9. City Council Reports**

- **Councilmember Jason Buckentin**
- **Councilmember Tim Tracy**
- **Councilmember Steve Trebesch**
- **Councilmember Scott Feltmann**
- **Mayor Chris Lund**

**10. Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA  
SEPTEMBER 26, 2017***

**COMMUNITY HALL & PARK ACTIVITIES**

**SEPTEMBER**                      **1-4 – State Baseball Tournament**  
   **30 – Wedding Reception**

**OCTOBER**                        **14 – Wedding Reception**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

**SEPTEMBER**                      **4 – Hamburg Lions Club**  
   **4 – HFD Training**  
   **4 – Labor Day Holiday – City Offices Closed**  
   **9 – Community Center Rental**  
   **12 – Hamburg City Council Meeting – 7:00 PM**  
   **12 – Young America Township Monthly Meeting**  
   **13 – Hamburg Lions Zone Meeting – 6:00 PM**  
   **16 – Community Center Rental**  
   **18 – Hamburg Lions Club**  
   **25 – Hamburg Fire Dept. (Relief Association) Meeting**  
   **26 – 1001 FF Training**  
   **26 – Public Hearing (C.U.P.) – 7:00 PM**  
   **26 – Hamburg City Council Meeting – 7:00 PM**  
   **28 – 1001 FF Training**

**OCTOBER**                        **2 – Hamburg Lions Club**  
   **2 – HFD Training**  
   **7 – HFD Steak Fry**  
   **10 – Hamburg City Council Meeting – 7:00 PM**  
   **10 – Young America Township Meeting**  
   **16 – Hamburg Lions Club**  
   **30 – Hamburg Fire Dept. (Relief Association) Meeting**

**CITY OF HAMBURG  
NOTICE OF PUBLIC HEARING  
CONDITIONAL USE PERMIT  
270 RAILROAD STREET**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on September 26<sup>th</sup>, 2017 at 7:00 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

The reason for the public hearing is for the request by Gene Stier, 270 Railroad Street, for a Conditional Use Permit to build a 30 foot by 40 foot Accessory Structure (Detached Garage). Hamburg Zoning Code requires a Conditional Use Permit for accessory structures that exceed one-thousand (1,000) sq. ft. of aggregate area. City Council Meeting to follow hearing.

If you have any questions or concerns about this hearing feel free to attend this hearing, call the City Offices at (952) 467-3232, email the City Office ([hamburgcityhall@gmail.com](mailto:hamburgcityhall@gmail.com)) or write in advance to the City of Hamburg, P.O. Box 248, Hamburg, MN 55339.

Jeremy Gruenhagen  
City Clerk-Treasurer



Carver County GIS, 2014, Photography International

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

Map Date: 9/5/2017



Jeremy Gruenhagen &lt;hamburgcityhall@gmail.com&gt;

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**CUP Reso**

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Dean Johnson <rscmn@spacestar.net>  
To: Jeremy Gruenhagen <hamburgcityhall@gmail.com>

Tue, Sep 26, 2017 at 9:02 AM

Jeremy – attached is the revised resolution as requested. Please note that I inserted that the City Council, **acting as the Planning Commission**, held the public hearing **and made recommendation** to the City Council. This is how your ordinance is structured. To be consistent with the ordinance your proceeding should be conducted as follows:

1. City Council opens its special meeting.
2. City Council recesses the Council meeting.
3. The Planning Commission opens its special meeting.
4. The Planning Commission conducts the public hearing and takes all testimony.
5. The Planning Commission makes a recommendation on the CUP.
6. The Planning Commission adjourns its meeting.
7. The City Council re-opens its special meeting.
8. The City Council accepts the recommendation on the CUP from the Planning Commission and adopts the resolution.
9. City Council adjourns its special meeting.

Let me know if you have any Qs! The above procedure should be followed for plats, variances, zoning ordinance amendments, IUPs, CUPs – any time the Planning Commission is required by ordinance to conduct a proceeding and make recommendation to the City Council. Better late than never!

Dean

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Dean Johnson

Resource Strategies Corporation (RSC)

1611 Hill Ridge Terrace

Minnetonka, MN 55305

952-513-9548

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

**Sent:** Monday, September 25, 2017 4:13 PM

**CITY OF HAMBURG, MINNESOTA  
RESOLUTION NUMBER 2017-06**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR GENE STIER,  
270 RAILROAD STREET, FOR AN ACCESSORY STRUCTURE ON THE PROPERTY  
EXCEEDING ONE THOUSAND (1,000) SQUARE FEET IN AREA**

**WHEREAS**, Gene Stier, 270 Railroad Street, has submitted an application to the City of Hamburg for a Conditional Use Permit (CUP) to construct a 30 feet by 40 feet accessory structure; and

**WHEREAS**, 270 Railroad Street is zoned R-1 Single Family Residential according to the City of Hamburg Official Zoning Map and guided for Low Density Residential according to the 2030 Land Use map of the City of Hamburg 2030 Comprehensive Plan; and

**WHEREAS**, Minnesota Statutes, Section 462.3595, establishes the authority of the City of Hamburg to establish standards, requirements and procedures to review and approve conditional uses; and

**WHEREAS**, the Hamburg Zoning Ordinance, Chapter 160A, Section E, Subdivision 4, Subpart C requires a conditional use permit to be issued by the City for “Accessory structures other than garages and typically associated with single family residential uses that require a building permit and exceeds one-thousand (1,000) sq. ft. of aggregate area of all accessory structures or an accessory structure that exceeds fifteen (15) feet in height”, and

**WHEREAS**, the Hamburg Zoning Ordinance, Chapter 160A, Section F, Subdivision 2 establishes the findings and standards for the review of all conditional uses; and Subdivision 4, Subpart A of the same section establishes the conditions to construct an accessory structure greater than one thousand (1,000) square feet in area; and

**WHEREAS**, the Hamburg Zoning Ordinance, Chapter 160A, Section C, Subdivision 6 establishes the procedures for conditional uses and these provisions are incorporated here by reference; and

**WHEREAS**, on September 26, 2017, the City Council, acting as the Planning Commission, of the City of Hamburg held a public hearing and considered the application for the CUP to construct an accessory structure greater than one thousand (1,000) square feet at 270 Railroad Street; and

**WHEREAS**, based upon the review of the Hamburg Zoning Ordinance and the comments received at the public hearing held on September 26, 2017, the Planning Commission finds that the proposed application and supporting information for the CUP to construct an accessory structure greater than one thousand (1,000) square feet at 270 Railroad Street meets the requirements of the Hamburg Zoning Ordinance, Chapter 160A, Section F, Subdivision 2, and Subdivision 4 Subpart A, in accordance with the following Findings:

1. All of the standards contained in this subdivision and the standards of this ordinance will be met,

2. The use is consistent with goals and policies of the Comprehensive Plan,
3. The use does not have an undue adverse impact on governmental facilities, utilities, services or existing or proposed improvements,
4. The use will not negatively impact the use and enjoyment of other properties and uses in the immediate vicinity,
5. The use will not impede planned development and improvement of the property, including the provision of municipal utilities, stormwater drainage, roadways and access; or the planned development of surrounding properties in accordance with the Comprehensive Plan and the standards of this ordinance, and
6. The use does not have an undue adverse impact on the public health, safety or welfare.

**THEREFORE, BE IT RESOLVED**, the City Council hereby approves the CUP for Gene Stier to construct an accessory structure not exceeding twelve hundred (1,200) square feet at 270 Railroad Street, subject to the following conditions:

1. The side yard setback shall be a minimum of five (5) feet and the rear yard setback shall be a minimum of twenty (20) feet.
2. No additional curb cuts shall be permitted.
3. The structure shall not be used for commercial activities.
4. The exterior materials of the structure shall be consistent with the exterior materials of the principal structure on the property.
5. The conditional use permit must be recorded on the property, as required by law, by the applicant and evidence of its recording be submitted to the City of Hamburg.

**I CERTIFY THAT** the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 26<sup>th</sup> day of September, 2017.

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Chris Lund, Mayor

**ATTEST:**

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Jeremy Gruenhagen, City Clerk/Treasurer



**2017 September Claims List**

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - August	\$2,819.56	9/12/2017
ACH	MN Dept of Revenue	Divided	August 2016 Withholding Tax Payment	\$466.00	9/12/2017
ACH	PERA	Divided	PERA Withholding - August	\$694.94	9/12/2017
ACH	PERA	Divided	PERA Withholding - September	\$423.51	9/12/2017
ACH	PERA	Divided	PERA Withholding - September	\$362.92	9/26/2017
ACH	TASC	General Gov't	TASC Administration Fee (COBRA)	\$27.00	9/12/2017
ACH	HealthPartners	Divided	Health Insurance for September 2017	\$2,724.89	9/12/2017
ACH	Kwik Trip	Public Works/FD	Gas for City/HFD	\$40.79	9/12/2017
18701	MN BCA	Public Safety (FD)	Background Check for New Member Lorri Gales	\$15.00	9/12/2017
18702	Greg Schultz	Divided	Wages for 8/14/17 to 8/27/17	\$1,768.08	9/12/2017
18703	Melvin Sprengeler	Divided	Wages for 8/14/17 to 8/27/17	\$67.87	9/12/2017
18704	Tamara Bracht	Divided	Wages for 8/14/17 to 8/27/17	\$420.84	9/12/2017
18705	Jeremy Gruenhagen	Divided	Wages for September (Rounds)	\$1,812.60	9/12/2017
18706	Amy Lund	Public Safety (FD)	Face Painters for NNO	\$100.00	9/12/2017
18707	CenturyLink	Divided	Phone Service (8/18/17 - 9/17/17)	\$167.27	9/12/2017
18708	Ehlers & Associates	Debt Service	Bond Disclosure Reporting	\$750.00	9/12/2017
18709	G & K Service	Divided	Cleaning Supplies - Towels, Mops, Rags, Garbage Liners	\$65.74	9/12/2017
18710	Gopher State One Call	Divided	August Locates (4)	\$5.40	9/12/2017
18711	Hawkins Chemical	Water	Azone 15 - EPA, Sodium Permanganate, Fuel & Freight	\$905.17	9/12/2017
18712	heartsmart.com	Public Safety (FD)	Powerheart G3 AED Lithium Battery	\$355.00	9/12/2017
18713	Kohls Foam Systems, Inc.	General Gov't	Application of Spray Foam on Hall Roof	\$33,095.68	9/12/2017
18714	Lano Equipment	Public Works	Replacement Windshield Frame for Bobcat	\$220.01	9/12/2017
18715	League of MN Cities	General Gov't	Membership Dues	\$663.00	9/12/2017
18716	Melchert, Hubert & Sjodin	General Gov't	Review and Conference Call Regarding Cable T.V. Agree	\$304.50	9/12/2017
18717	Menards	Divided	Dish Soap, Paper Towels, Light Bulbs, Garbage Bags, H	\$87.10	9/12/2017
18718	MN Mayors Association	General Gov't	Annual Membership Dues	\$30.00	9/12/2017
18719	MNSPECT	Public Safety (FD)	Building Inspection Fees for August 2017	\$87.50	9/12/2017
18720	NAPA	Divided	Oil for Bobcat and WTP Generator	\$24.98	9/12/2017
18721	Personnel Concepts	General Gov't	MN & General Labor Law Poster	\$20.90	9/12/2017
18722	Plunkett's Pest Control	General Gov't	General Inspection City Office and FD on 5-8-17 & 8-14-1	\$78.74	9/12/2017
18723	Quill	General Gov't	"Posted" stamp, Wall Shef, Laser Pointer for Presentati	\$80.97	9/12/2017
18724	Resource Strategies Corp.	General Gov't	Comp. Plan Update April 1 - June 30, 2017	\$3,628.50	9/12/2017
18725	Tamara Bracht	General Gov't	Reimbursement for Postage of 6 Certified Letters	\$39.54	9/12/2017
18726	United Farmers Coop	Public Safety (FD)	Supplies & Parts	\$69.23	9/12/2017
18727	Viking Bottling Company	Park & Rec.	Park Pop Machine Refill	\$340.50	9/12/2017
18728	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for August 201	\$540.00	9/12/2017
18729	Wm. Mueller & Sons	Divided	Catch Basin Repairs by Hall, Gas & Diesel for Lawnmow	\$452.99	9/12/2017
18730	Xcel Energy	Divided	Electric & Natural Gas Services for August	\$930.58	9/12/2017
18731	Greg Schultz	Divided	Wages for 8/28/17 to 9/10/17	\$1,497.26	9/26/2017
18732	Melvin Sprengeler	Divided	Wages for 8/28/17 to 9/10/17	\$295.75	9/26/2017
18733	Tamara Bracht	Divided	Wages for 8/28/17 to 9/10/17	\$411.24	9/26/2017
18734	Jeremy Gruenhagen	Divided	Wages for September (Rounds)	\$1,812.61	9/26/2017
18735	Business Essentials	Divided	EcoSoft Hardwound Roll Towels & Foaming Handwash I	\$219.50	9/26/2017
18736	Carver County (Jaguar)	General Gov't	Phone Service (9/18/17 - 10/17/17)	\$112.49	9/26/2017
18737	Compass Hardwood Flooring	Hall	Sand, Seal, and Poly Both Entrances and Dance Floor	\$6,850.00	9/26/2017
18738	ECM Publishers, Inc.	General Gov't	Ordinance #154A, and 2001 Ford Ambulance Bids	\$158.76	9/26/2017
18739	Floyd Total Security	Water	Base Alarm Monitoring for Water Treatment Plant (10-24	\$86.85	9/26/2017
18740	Gary Walter	Water	Final Water Bill Overpayment Reimbursment	\$49.85	9/26/2017
18741	Greg Schultz	Water	Reimbursement for Postage	\$10.40	9/26/2017
18742	Hamburg/GI/Norwood BB2017	General Gov't	Quarter Page Ad in Souvenir Program	\$150.00	9/26/2017
18743	Hamburg Post Office	Divided	Postage for October Utility Bills (3 rolls)	\$102.00	9/26/2017
18744	League of MN Cities Insurance Tr	Divided	Municipality Property & Casualty Ins. For 7/15/17 - 7/15/1	\$17,194.00	9/26/2017
18745	Menards	Divided	Miter Saw and Stand, Spray Paint, Spindles, Treated Wo	\$546.80	9/26/2017
18746	Mini Biff Inc.	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver	\$128.01	9/26/2017
18747	Plunkett's Pest Control	General Gov't	City Hall & FD Serviced on 9/11/17	\$152.97	9/26/2017
18748	Xcel Energy	Divided	Electric/Natural Gas Service	\$1,334.82	9/26/2017
			<i>Total September Claims</i>	\$85,800.61	
			September Claims	\$54,324.38	9/12/2017
			Added September Claims	\$31,476.23	9/26/2017
			<b>TOTAL SEPTEMBER CLAIMS</b>	\$85,800.61	

# CONTRACT FOR POLICE SERVICES

## Hamburg

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 2017 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Hamburg (hereinafter, the "City"), and, collectively known as the "parties".

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

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

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

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

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

### ARTICLE I

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

### ARTICLE II

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

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

### ARTICLE III

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

### ARTICLE IV

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

### ARTICLE V

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

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

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

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

#### LIABILITY

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

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

#### ARTICLE VI

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

Commander Paul Tschida  
Carver County Sheriff's Office  
606 East 4<sup>th</sup> Street  
Chaska, MN 55318  
[ptschida@co.carver.mn.us](mailto:ptschida@co.carver.mn.us)  
Office: 952-361-1207  
Cell: 952-457-7302

City of Hamburg  
Jeremy Gruenhagen, City Clerk  
181 Broadway Ave – PO Box 248  
Hamburg, Mn. 55339  
[hamburgcityhall@gmail.com](mailto:hamburgcityhall@gmail.com)  
Phone: 952-467-3232

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

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

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

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

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

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

PERSONNEL COST

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

VEHICLE COST

Patrol Vehicle – .05	<u>\$1,037</u>
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<u>TOTAL POLICE SERVICES</u>	\$16,305
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$8,152.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$8,152.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

#### ARTICLE VIII

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

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

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

IN WITNESS THEREOF, the Municipality has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this 10<sup>th</sup> day of October, 2017.

SIGNED: \_\_\_\_\_  
Chris Lund, Mayor

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Jeremy Gruenhagen, City Clerk

DATE: \_\_\_\_\_

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: \_\_\_\_\_  
CHAIR, BOARD OF COMMISSIONERS

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
SHERIFF

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
COUNTY ADMINISTRATOR

DATE: \_\_\_\_\_



# 2018 Prosecution Contract

Carver County Attorney's Office



# Who We Serve

Carver



Chaska

Cologne



Hamburg



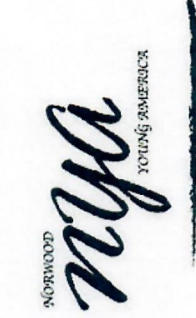
Mayer



New Germany



Norwood



Young

America



Victoria

Waconia



Watertown



# Determination of Contract Fees

County Attorney Staff Costs           \$202,928

*Less Total Fine Revenue paid to Carver County*

*Attorney's office in 2016                   -91,787*

*Contract Cost Allocation                 -26,510*

Equals Total Surcharge to be paid in 2018   \$ 84,631

Participating cities pay surcharge quarterly per their three year case load average (see chart later in presentation)

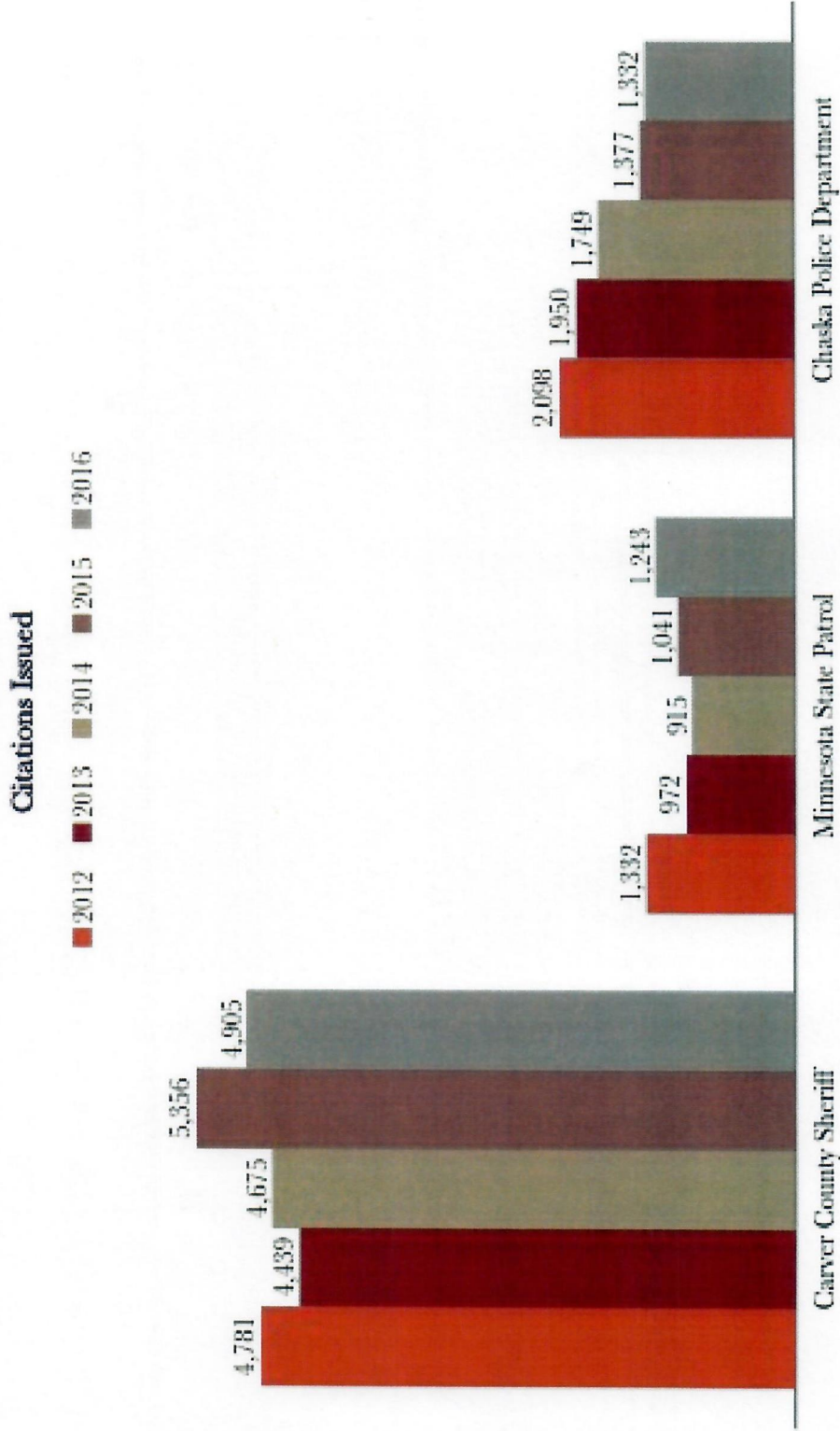
# Contract Rates and Caseload %

	2017 Rate	2018 Rate	3 Yr. Caseload %
<b>Carver</b>	\$ 7,480.64	\$ 9,698.45	11.46%
<b>Chaska</b>	\$40,809.86	\$39,380.73	46.53%
<b>Cologne</b>	\$ 1,334.57	\$ 1,341.57	1.59%
<b>Hamburg</b>	\$ 421.44	\$ 307.44	0.36%
<b>Mayer</b>	\$ 1,018.49	\$ 894.38	1.06%
<b>New Germany</b>	\$ 649.73	\$ 335.39	0.40%
<b>Norwood Young America</b>	\$5,373.42	\$ 5,142.69	6.08%
<b>Victoria</b>	\$ 7,269.91	\$ 7,769.94	9.18%
<b>Waconia</b>	\$11,888.24	\$13,220.08	15.62%
<b>Watertown</b>	\$ 5,601.7	\$ 6,540.16	7.73%
<b>Totals:</b>	\$81,848.00	\$84,630.83	100%

# 3.4% Surcharge increase in 2018

	2017 Surcharge	2018 Surcharge	Difference
<b>Carver</b>	\$7,480.64	\$9,698.45	\$2,217.81
<b>Chaska</b>	\$40,809.86	\$39,380.73	(\$1,429.13)
<b>Cologne</b>	\$1,334.57	\$1,341.57	\$7.00
<b>Hamburg</b>	\$421.44	\$307.44	\$16.21
<b>Mayer</b>	\$1,018.49	\$894.38	(\$124.11)
<b>New Germany</b>	\$649.73	\$335.39	(\$314.34)
<b>Norwood Young America</b>	\$5,373.42	\$5,142.69	(\$230.73)
<b>Victoria</b>	\$7,269.91	\$7,769.94	\$500.03
<b>Waconia</b>	\$11,888.24	\$13,220.08	\$1,331.84
<b>Watertown</b>	\$5,601.70	\$6,540.16	\$938.46
	\$81,848.00	\$84,630.83	\$3,148.00

# Citations issued by Law Enforcement



# Our Office Serving Carver County

Mark Metz, County  
Attorney

Peter Ivy, Chief  
Deputy

David Hunt, First  
Assistant County  
Attorney

Rhonda Betcher,  
Executive Assistant

15 Assistant County  
Attorneys

3 Paralegals

2 Law Clerks

John Rekow, Law  
Office Manager

7 Legal  
Administrative  
Assistants

1 Administrative  
Assistant



## **2018 PROSECUTION CONTRACT**

**THIS JOINT POWERS AGREEMENT** is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Hamburg, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Hamburg and also to provide for prosecution of municipal traffic and parking ordinance violations.

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

**WHEREAS**, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

**WHEREAS**, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Hamburg, through its Council, that:

**1. Enabling Authority.**

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Hamburg to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

**2. Purpose**

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Hamburg and also to provide for prosecution of municipal traffic and parking ordinance violations.



**3. Services.**

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

**4. Term.**

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2018, and extending through December 31, 2018.

**5. Payment for Services.**

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$307.44 is to be paid by the City of Hamburg to the Carver County Attorney's Office in four equal installments by April 15, 2018, July 15, 2018, October 15, 2018 and January 15, 2019.

**6. Ordinances.**

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

**7. Data.**

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

**8. 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.

**9. 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 officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

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.

**10. Nonwaiver, Severability and Applicable Laws.**

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

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

**11. Termination.**

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2018.

**12. 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.

**Space Intentionally Left Blank**

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

**CITY OF HAMBURG**

**IN PRESENCE OF:**

BY: \_\_\_\_\_  
Chris Lund, Mayor

\_\_\_\_\_  
Jeremy Gruenhagen, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY ATTORNEY**

\_\_\_\_\_  
Mark Metz  
Carver County Attorney

Date: \_\_\_\_\_

**IN PRESENCE OF:**

**COUNTY OF CARVER**

BY: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 444 Cedar Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Hamburg Lions Club Date organized: 7/22/82 Tax exempt number: 0239

Address: 181 Broadway Ave City: Hamburg State: Minnesota Zip Code: 55339

Name of person making application: Murray Hunt Business phone: \_\_\_\_\_ Home phone: 612-561-4329

Date(s) of event: 10/7/17 Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Duane Kroells City: Hamburg State: Minnesota Zip: 55339

Add New Officer

Location where permit will be used. If an outdoor area, describe.  
Hamburg Community Hall

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Christensen Group \$1,000,000 each occurrence  
\$2,000,000 Aggregate

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

\_\_\_\_\_  
 City/County

\_\_\_\_\_  
 Date Approved

\_\_\_\_\_  
 City Fee Amount

\_\_\_\_\_  
 Permit Date

\_\_\_\_\_  
 Date Fee Paid

\_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Hamburg Lions
Previous Gambling Permit Number:
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any:
Mailing Address: 605 robert Ave
City: Hamburg State: mn Zip: 55339 County: carver
Name of Chief Executive Officer (CEO): Duane Kroells
Daytime Phone: 952-467-2211 Email: Jfrank@embargo@mail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[ ] Fraternal [ ] Religious [ ] Veterans [X] Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

[X] A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
[ ] IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
[ ] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Hamburg Community Hall
Physical Address (do not use P.O. box): 351 Hennepin Ave
Check one:
[X] City: Hamburg Zip: MN County: Carver
[ ] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): 11-17-2017

Check each type of gambling activity that your organization will conduct:
[ ] Bingo [ ] Paddlewheels [ ] Pull-Tabs [ ] Tipboards
[X] Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$1500.00)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under List of Licensees, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Duane Kroells Date: 09-18-17  
(Signature must be CEO's signature; designee may not sign)

Print Name: Duane Kroells

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

\_\_\_\_\_ a copy of your proof of nonprofit status, and  
\_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

# CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: September 25th, 2017  
Employee Name: Jeremy Gruenhagen  
Dates Requesting Time-Off: ~~\_\_\_\_\_~~  
September 29th

How many **Vacation** hours will be used? 0  
How many **Compensation** hours will be used? 0  
Is there a **Holiday** during your time off? No  
Will there be any time off **without pay**? No  
Will there be any scheduled **Sick Leave** used? 8  
Are you requesting more then three consecutive days off? No

- If yes, you must receive City Council approval.

### City Council Approval

Date of Council Meeting: \_\_\_\_\_

Was vacation request approved? \_\_\_\_\_

- If no, reason request was denied: \_\_\_\_\_

Jeremy Gruenhagen \_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
City Clerk/Treasurer Date

\_\_\_\_\_  
Mayor Date



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



**DELINQUENT UTILITY BILLS REPORT SEPTEMBER 25, 2017**

Account	Balance	CurCharges	1 PerOverdue	2 PerOverdue	3 PerOverdue	FulfillingName
01-00002490-00-4	\$430.60	\$139.22	\$236.41	\$54.97	\$0.00	SMITH, JENNIFER
01-00003619-00-2	\$171.39	\$95.05	\$76.34	\$0.00	\$0.00	PROSKIN, ANTHONY
01-00004605-00-4	\$108.26	\$98.12	\$10.14	\$0.00	\$0.00	MARIN, GERARDO
01-00005360-00-5	\$113.83	\$110.72	\$3.11	\$0.00	\$0.00	ENGER, LEOANA
01-00005421-00-1	\$267.68	\$117.85	\$149.83	\$0.00	\$0.00	MINNIHAN, WILLIAM
01-00005490-00-1	\$390.85	\$178.60	\$212.25	\$0.00	\$0.00	MES GROUP
01-00006153-00-0	\$170.11	\$123.55	\$46.56	\$0.00	\$0.00	BUCKENTIN, STEVEN
01-00006190-01-2	\$281.40	\$127.82	\$153.58	\$0.00	\$0.00	LENTSCH, SHAWN & ANNE
01-00007618-00-7	\$225.68	\$120.70	\$104.98	\$0.00	\$0.00	SCHUG, NICHELLE
01-00008420-00-7	\$145.63	\$119.27	\$26.36	\$0.00	\$0.00	MACKENTHUN, JARED &
01-00009451-00-6	\$646.03	\$149.32	\$170.13	\$189.11	\$137.47	TOLLEFSON, JEFFREY
01-00011830-00-8	\$120.79	\$109.30	\$11.49	\$0.00	\$0.00	ROGNESS, JAMES & PAMI
01-00011846-00-7	\$144.44	\$137.84	\$6.60	\$0.00	\$0.00	NOELDNER, SANDY
01-00011860-00-7	\$142.09	\$119.44	\$22.65	\$0.00	\$0.00	ENGELMANN, SAMMIE
01-00011881-00-4	\$182.67	\$126.40	\$56.27	\$0.00	\$0.00	BRACKEE, RICHARD
01-00011921-00-3	\$89.86	\$82.22	\$7.64	\$0.00	\$0.00	MATTIS, JORDAN
01-00012430-00-9	\$120.06	\$99.64	\$20.42	\$0.00	\$0.00	PETERSON, TIFFANY
01-00015811-00-9	\$146.16	\$117.85	\$28.31	\$0.00	\$0.00	LEON BUCKENTIN, ESTATE
01-00016604-00-4	\$207.35	\$187.67	\$19.68	\$0.00	\$0.00	HENKEL MIKE & NANCY
01-00016605-00-5	\$142.69	\$137.80	\$4.89	\$0.00	\$0.00	FRANCK, JOEL
01-00016606-00-6	\$135.13	\$114.30	\$20.83	\$0.00	\$0.00	YOUNG, DAN
01-00016609-00-9	\$118.52	\$107.87	\$10.65	\$0.00	\$0.00	EISCHENS, MATT
01-00017610-00-2	\$138.71	\$124.97	\$13.74	\$0.00	\$0.00	RADEMACHER, MARTY
01-00017613-00-5	\$204.45	\$139.22	\$65.23	\$0.00	\$0.00	CONSER, JOE & KENDRA
01-00017614-00-6	\$283.80	\$136.73	\$147.07	\$0.00	\$0.00	GONZALEZ, MARIA
01-00017617-00-9	\$314.09	\$96.47	\$116.26	\$101.36	\$0.00	BACKSTROM, MEGHAN
01-00017621-00-6	\$364.55	\$154.55	\$210.00	\$0.00	\$0.00	SALCEDO, SERGIO
<b>TOTALS</b>	<b>\$5,806.82</b>	<b>\$3,372.49</b>	<b>\$1,951.42</b>	<b>\$345.44</b>	<b>\$137.47</b>	

**ADVERTISEMENT FOR BIDS  
CITY OF HAMBURG, MINNESOTA**

**2001 FORD AMBULANCE**

**NOTICE IS HEREBY GIVEN**, the Hamburg Fire Department has for sale a 2001 Ford Ambulance with Braun cab, 7.3L Diesel engine, dual chassis, low miles, and very clean. Vehicle will be sold "as is". This truck has been in service as the Hamburg Fire Department's mainline rescue unit since 2006. Minimum Bid of \$10,000.

Sealed Bids will be received in the Office of the City Clerk at Hamburg City Hall, 181 Broadway Avenue, Hamburg, MN, 55339 until 1:00 p.m. on the 26<sup>th</sup> day of September 2017, at which time they will be publicly opened and read.

Bids shall be directed to the City Clerk securely sealed and endorsed upon the outside as follows: "BID FOR 2001 FORD AMBULANCE"

The truck will be available to the successful bidder upon full payment.

The City of Hamburg reserves the right to accept or reject any variations or exceptions, to accept or reject any or all bids and to award the Bid(s) in the best interests of the City.

Jeremy Gruenhagen  
City Clerk/Treasurer

**CITY OF HAMBURG, MINNESOTA  
RESOLUTION NUMBER 2017-07**

***RESOLUTION APPROVING 2018 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, 2017; 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 2018 and approved its Preliminary Budget for 2018; and

**NOW THEREFORE, BE IT RESOLVED**, BY THE CITY COUNCIL OF HAMBURG, MINNESOTA, hereby adopts the preliminary proposed tax levy, collectible in 2018, which shall not exceed \$; and

**BE IT FURTHER RESOLVED** that the City has decided to present the 2018 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 12<sup>th</sup>, 2017.

**I CERTIFY THAT** the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 26<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
Chris Lund, Mayor

**ATTEST:**

\_\_\_\_\_  
Jeremy Gruenhagen, City Clerk-Treasurer



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