



HAMBURG CITY COUNCIL AGENDA

OCTOBER 16, 2018

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. **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 September Claims List (\$8,475.36)**
 - **Approve Payment of October Claims List (\$50,646.31)**
 - **Approve Minutes for September 11, 2018/September 19, 2018**
 - **Approve Contract for Policing Services with Carver County**
 - **Approve Agreement for Professional Services (On-Call Planning Services) with Bolton & Menk Inc.**
 - **Cash Flow Statement (June)**
 - **County Public Hearing 10-16-18 (Carver County Code & Zoning Map)**
 - **Employee Project List**
 - **Delinquent Utility Bills Report**

4. **Hamburg Fire Department**
 - **Approve Purchase of New Fire Engine**
 - **HFD Officer Selections**
 - **HFDRP Pension**
 - **Steak Fry (October 6, 2018)**

5. **Triple T Services, LLC (Jake Trebesch)**
 - **Storm Water Easements for Parcels 45.0282500/11.0282010 (RR Street)**
 - **City Portion of Parcel 11.0282010**
 - **Removal of Personal Property**

6. **Old City Business**
 - **Statewide Health Improvement Partnership (SHIP) Funding**
 - **Mediacom Franchise Fees (JPBCC)**



***HAMBURG CITY COUNCIL AGENDA
OCTOBER 16, 2018***

7. New City Business

- Small Cities Development Program (SCDP)
- Carver County Land Trust Expansion Proposal
- FFA Community Signs
- Timberline WoodProducts C.U.P. (Storage Container)
 - Resolution Number 2007-06
 - Removal of Storage Container (Letter)

8. Lois Droege

- George Street (Develop Outlot B of Hamburg 3rd Addition)
 - Development Agreement

9. City Engineer S.E.H.

- Water Tower Schedule (PFA Deadline)
 - Water Tower Size/Costs/Funding
 - Water Main Looping Priorities
 - Seal Old City Well/Car Wash Well (MDH Grant)

10. City Council Reports

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

11. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
OCTOBER 16, 2018***

COMMUNITY HALL & PARK ACTIVITIES

OCTOBER

- 6 – Wedding Reception**
- 13 – Wedding Reception**
- 20 – Wedding Reception**
- 26 – Wedding Reception**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

OCTOBER

- 1 – Hamburg Lions Board Meeting**
- 1 – HFD Training**
- 2 – Mayor Is In 6:00–8:00 PM**
- 6 – HFDRA Steak Fry**
- 9 – Young America Township Meeting**
- 15 – Hamburg Lions Club**
- 16 – Hamburg City Council Meeting @ 7:00 PM**
- 20 – Community Center Rental**
- 24 – Hamburg Lions Convention Committee**
- 29 – Hamburg Fire Dept. (Relief Association) Meeting**
- 30 – Hamburg Fire Department Training**

NOVEMBER

- 1 – HFD Training**
- 4 – Youngwood 4-H Club**
- 5 – Hamburg Lions Board Meeting**
- 5 – HFD Training**
- 6 – General Election 7:00 AM to 8:00 PM**
- 7 – Mayors Is In 6:00-8:00 PM**
- 12 – HFD Training**
- 12 – Veterans Day Observed (City Offices Closed)**
- 13 – Hamburg City Council Meeting @ 7:00 PM**
- 13 – Young America Township Meeting**
- 17 – Community Center Rental**
- 19 – Hamburg Lions Club**
- 22 – Community Center Rental**
- 22 – Thanksgiving Holiday (City Offices Closed)**
- 23 – Thanksgiving Holiday (City Offices Closed)**
- 26 – Hamburg Fire Dept. (Relief Association) Meeting**
- 27 – Hamburg City Council Meeting**
- 28 – Hamburg Lions Convention Committee**

2018 September Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - August 2018	\$3,218.04	9/11/2018
ACH	MN Dept of Revenue	Divided	August 2018 State Withholding Tax Payment	\$565.00	9/11/2018
ACH	PERA	Divided	PERA Withholding - August 2018	\$421.66	9/11/2018
ACH	PERA	Divided	PERA Withholding - August 2018	\$402.32	9/11/2018
ACH	PERA	Divided	PERA Withholding - August 2018	\$707.04	9/11/2018
ACH	Kwik Trip	Public Works/FD	Gas for City Vehicles	\$97.88	9/11/2018
ACH	Google	General Gov't	Email Account Service for August 2018	\$80.00	10/16/2018
ACH	AT&T	General Gov't	Cell Phone Payment (September)	\$28.85	10/16/2018
ACH	TASC	General Gov't	TASC Administration Fee (COBRA)	\$53.68	10/16/2018
ACH	Mel Sprengeler	Divided	Wages 8-27-18 to 9-09-18	\$155.14	10/16/2018
ACH	Greg Schultz	Divided	Wages 8-27-18 to 9-09-18	\$1,553.88	10/16/2018
ACH	Tamara Bracht	Divided	Wages 8-27-18 to 9-09-18	\$476.30	10/16/2018
ACH	Jeremy Gruenhagen	Divided	September Wages	\$1,896.25	10/16/2018
ACH	Mel Sprengeler	Divided	Wages 9-10-18 to 9-23-18	\$203.63	10/16/2018
ACH	Greg Schultz	Divided	Wages 9-10-18 to 9-23-18	\$1,639.92	10/16/2018
ACH	Tamara Bracht	Divided	Wages 9-10-18 to 9-23-18	\$491.46	10/16/2018
ACH	Jeremy Gruenhagen	Divided	September Wages	\$1,896.25	10/16/2018
Debit Card	Hamburg Post Office	Divided	3 Rolls of Postcard Stamps for Water Bills	\$105.00	9/11/2018
Debit Card	UPS	Water	Water Samples	\$10.91	9/25/2018
19226	CenturyLink	Divided	Phone Service for Hall/WTP	\$178.05	9/11/2018
19227	Cintas	Divided	Cleaning Supplies - Towels, Mops, Rags, Garbage Liners	\$72.48	9/11/2018
19228	ECM Publishers, Inc.	General Gov't	Ordinance #159 Jaguar Agreement	\$45.36	9/11/2018
19229	Gopher State One Call	Divided	August Locates (11)	\$14.85	9/11/2018
19230	Jerry's Transmission	Public Safety (FD)	Rescue II Clear Lense Light	\$44.16	9/11/2018
19231	LMCIT	Public Safety (FD)	Audit of Worker's Compensation for Firefighters & First I	\$3.00	9/11/2018
19232	League of MN Cities	General Gov't	Membership Dues for the year beginning September 1, 2	\$652.00	9/11/2018
19233	Loffler	General Gov't	August Copies	\$39.75	9/11/2018
19234	Maguire Iron	Water	Water Tower Inspection and Clean-out, Fuel Surcharge	\$1,596.50	9/11/2018
19235	Mini Biff. Inc	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver	\$131.07	9/11/2018
19236	MN Pump Works	Sewer	Repairs to Jacob Street Lift Station - Clogged Grinder	\$232.50	9/11/2018
19237	MN Mayor's Association	General Gov't	MN Mayors Association Membership Dues - Sept. 1, 2018	\$30.00	9/11/2018
19238	MN Fire Chiefs Association	Public Safety (FD)	Convention: Justin Buckentin, Scott Anderson & Steven	\$900.00	9/11/2018
19239	Molly Lund	Public Safety (FD)	Face Painting Services at NNO	\$130.00	9/11/2018
19240	O.E.M. Service Co.	Water	Pressure Relief Valve for Fire Hydrant	\$25.81	9/11/2018
19241	Plunkett's Pest Control	General Gov't Bldgs	City Hall & FD, Service Date 8-13-18	\$39.37	9/11/2018
19242	Quill	General Gov't	Office Chair & Reinforcement Circles for Paper Hole Pun	\$183.08	9/11/2018
19243	SpartanNash	General Gov't	Food for Election Judges	\$78.40	9/11/2018
19244	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for August	\$540.00	9/11/2018
19245	Wm. Mueller & Sons, Inc.	Divided	1/2 Bucket of Red Rock, Fuel for Vehicles & Mowers	\$291.94	9/11/2018
19246	Xcel Energy	General Gov't Bldgs	August Electricity/Natural Gas Services (2 of 3 Bills)	\$945.49	9/11/2018
19247	Scott Anderson	Public Safety (FD)	Reimbursement for Batteries	\$20.19	9/25/2018
19248	Scott Anderson	Public Safety (FD)	Canon Copier Government Contract for September	\$33.13	9/25/2018
19249	Business Essentials	Divided	Paper Towels and Bath Tissue	\$224.61	9/25/2018
19250	Canon Financial Services	General Gov't	(3) 30" Wide Squeegee Mops	\$87.48	9/25/2018
19251	CarverLink/Jaguar	General Gov't	Telephone/Internet Services September 2018	\$109.52	9/25/2018
19252	Cintas	Divided	Cleaning Supplies - Towels, Mops, Rags, Garbage Liners	\$72.48	9/25/2018
19253	Floyd Total Security	Water	Base Alarm Monitoring for WWTP (10-24-18 to 1-23-19)	\$86.85	9/25/2018
19254	Locher Bros.	Hall	20# CO Tank - \$100 credit applied	\$18.67	9/25/2018
19255	Melchert Hubert & Sjodin	General Gov't	Correspondence/Reviewing Regarding Jaguar Franchise	\$1,035.00	9/25/2018
19256	Menards	Divided	AA Batteries, Dawn Dish Soap, Filter, Water Softner Pells	\$107.10	9/25/2018
19257	Mini Biff. Inc	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver	\$131.07	9/25/2018
19258	Plunkett's Pest Control	Divided	City Hall & FD General Pest Maintenance - 9 Gallons of T	\$152.97	9/25/2018
19259	S.E.H.	Divided	Water Supply Plan for DNR, RFP's for 2018 Road Improv	\$4,960.62	9/25/2018
19260	UFC	Park & Rec.	Weed Whip	\$36.70	9/25/2018
19261	USA Bluebook	Water	Hach Flouride, 12 Pack of Rust-Oleum Inverted Blue Pair	\$166.20	9/25/2018
19262	Wm. Mueller & Sons, Inc.	Public Works	Jacob Street Repairs - Bitumous Placement on 7/18, 7/31	\$1,740.00	9/25/2018
19263	Xcel Energy Inc.	Divided	August Electricity/Natural Gas Services (3rd Bill)	\$1,199.18	9/25/2018
19264	SASCS	Public Safety (FD)	Digital Driving Simulator Training	\$1,200.00	9/25/2018
				\$31,558.79	
			September Claims	\$11,690.75	9/11/2018
			September Added Claims	\$11,392.68	9/25/2018
			September Added Claims	\$8,475.36	10/16/2018

2018 October Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - September 2018	\$2,508.68	10/16/2018
ACH	MN Dept of Revenue	Divided	State Withholding Tax Payment September 2018	\$447.00	10/16/2018
ACH	PERA	Divided	PERA Withholding - September 2018	\$376.41	10/16/2018
ACH	PERA	Divided	PERA Withholding - September 2018	\$397.32	10/16/2018
ACH	PERA	Divided	PERA Withholding - September 2018	\$728.04	10/16/2018
ACH	PERA	Divided	PERA Withholding - October 2018	\$459.89	10/16/2018
ACH	HealthPartners	Divided	Health Insurance for October 2018	\$2,958.95	10/16/2018
ACH	Greg Schultz	Divided	Wages 9-24-18 to 10-07-18	\$1,832.64	10/16/2018
ACH	Tamara Bracht	Divided	Wages 9-24-18 to 10-07-18	\$620.44	10/16/2018
ACH	Jeremy Gruenhagen	Divided	October Wages	\$1,861.33	10/16/2018
Debit Card	Target	General Gov't	Ink Cartridges for City Shop	\$67.61	10/16/2018
Debit Card	UPS	Water	Overnighted 2 Water Samples	\$39.96	10/16/2018
Debit Card	Hamburg Post Office	Divided	3 Rolls of Postcard Stamps for Water Bills, 1 Roll of Regular Stamp	\$155.00	10/16/2018
19265	VOID	VOID	Printing Error	\$0.00	10/16/2018
19266	Duane Braunworth	Enterprise	Overpayment of Water Bill Upon Selling House	\$133.18	10/16/2018
19267	Banyon Data Systems	General Gov't	Utility Billing Support for 2019	\$795.00	10/16/2018
19268	Carver County Attorney's Office	General Gov't	Fines Collected -1/2 Due to Attorney's Office, 2018 Quarterly Surcharge	\$90.19	10/16/2018
19269	CenturyLink	Divided	Phone Service for Hall/WTP	\$187.34	10/16/2018
19270	Gopher State One Call	Divided	September Locates (26)	\$35.10	10/16/2018
19271	VOID	VOID	(Didn't uncheck the "print box" before printing checks)	\$0.00	10/16/2018
19272	Hoff Barry, P.A.	General Gov't	Development Document Review and Correspondence	\$1,365.00	10/16/2018
19273	Home Solutions	Water	Marking Paint for Water Shut Off Valves	\$10.42	10/16/2018
19274	Jared Mackenthun	Public Safety (FD)	Reimbursement for Fire Prevention T-Shirts	\$32.21	10/16/2018
19275	Menards	Divided	Clear Packing Tape, Bathroom Deodorizers and Cleaning Chemicals	\$37.57	10/16/2018
19276	MNSPECT	Public Safety (FD)	2 Building Permits for Re-Roofs at 153 Jacob and 618 David, Plumb	\$122.50	10/16/2018
19277	MVTL Labs, Inc.	Sewer	Lab Fees for Quarterly Influent 9-20-18	\$59.50	10/16/2018
19278	NAPA Auto Parts	General Gov't Bldgs	2 Shop Tools (Gauge & Grease Eq)	\$14.98	10/16/2018
19279	Runnings Supply Inc.	Sewer	12 Gauge Buck Shot for Pond Rodent Control	\$13.98	10/16/2018
19280	VOID	VOID	(Didn't uncheck the "print box" before printing checks)	\$0.00	10/16/2018
19281	Total Compliance Solutions, Inc.	General Gov't	Yearly Consortium Cost for Drug/Alcohol Testing	\$157.00	10/16/2018
19282	UFC	Divided	Gorilla Glue, Lawnmower Oil	\$22.44	10/16/2018
19283	VOID	VOID	Printing Error	\$0.00	10/16/2018
19284	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for September 2018	\$609.38	10/16/2018
19285	Waste Management, Inc.	General Gov't	30 Yard Waste Container for (July damaged in postal route) & August	\$513.78	10/16/2018
19286	Wm. Mueller & Sons	Divided	Gas for Lawnmower and Ford Ranger	\$143.52	10/16/2018
19287	Carver County Assessor	General Gov't	2018 Assessment Contract Fee	\$3,379.50	10/16/2018
19288	Carver County	Public Safety (FD)	2 Hours of Police Overtime on August 6, 2018	\$128.34	10/16/2018
19289	Carver County	Public Safety (FD)	2nd Half of 2018 Police Contract	\$8,152.50	10/16/2018
19290	Cintas	Divided	Cleaning Supplies - Towels, Mops, Rags, Garbage Liners	\$72.48	10/16/2018
19291	Justin Buckentin	Public Safety (FD)	Reimbursement for Fire Chiefs Convention Mileage and Hotel	\$485.89	10/16/2018
19292	League of MN Insurance Trust	General Gov't	Municipal Property & Casualty Insurance for 7-15-18 to 7-15-19	\$17,582.00	10/16/2018
19293	Loffler	General Gov't	September Copies	\$59.98	10/16/2018
19294	Melchert, Hubert & Sjodin	General Gov't	Review and Correspondence regarding City Property on Railroad St	\$1,570.00	10/16/2018
19295	MVTL Labs, Inc.	Sewer	Lab Fees for Pre-Final Pond Discharge - Sample Date 10-1-18	\$77.50	10/16/2018
19296	Riteway Business Forms	Divided	Laser Utility Bill Forms	\$218.57	10/16/2018
19297	Scott Anderson	Public Safety (FD)	Reimbursement for Fire Chiefs Convention Food and Hotel	\$356.09	10/16/2018
19298	Steven Siewert	Public Safety (FD)	Reimbursement for Fire Chiefs Convention Mileage and Hotel	\$428.17	10/16/2018
19299	Viking Bottling Company	Divided	Pop for Park and Hall	\$480.75	10/16/2018
19300	Xcel Energy	Divided	September Electricity and Natural Gas Services	\$858.18	10/16/2018
				\$50,646.31	



HAMBURG CITY COUNCIL AGENDA SEPTEMBER 11, 2018

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 PM. Those in attendance were: Council members Tim Tracy, Scott Feltmann, Jason Buckentin & Steve Trebesch. City Clerk/Treasurer Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Public Works Greg Schultz, Curt Reetz with W.W.O.T.A , Chad Edwards with Maguire Iron, Haila Maze with Bolten & Menk, Kaleb Winters and Lexi Eggers with Central High School. Residents Diane & Gene Stier, Steven Buckentin, Lorri Gales, and Cindy Herrmann.

Public Comment - NONE

Consent Agenda

- Approve Payment of Added March Claims List (\$1,250.00)
- Approve Payment of Added April Claims List (\$240.00)
- Approve Payment of Added May Claims List (\$252.20)
- Approve Payment of Added August Claims (\$8,352.18)
- Approve Payment of September Claims List (\$11,690.75)
- Approve Minutes for August 21, 2018
- Approve Temporary On-Sale Liquor License for Hamburg Lions Club for (10/06/18)
- Approve Lawful Gambling Permit for HHFC for 2/04/19
- Approve Lawful Gambling Permit for Hamburg Lions Club for 11/16/18
- Approve Time-Off Request (Jeremy Gruenhagen)
- Cash Flow Statement for May 2018
- Delinquent Utility Bills Report
- Employee Project Lists

MOTION: Councilman Tim Tracy moved to approve the Consent Agenda. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.

Rebecca Howe (Hearing Request)

- Alleged Delinquency of Utility Payments
(No Show)

Maguire Iron – Chad Edwards

- 2018 Water Tower Inspection Report
 - The roof is in need of repairs, the ladder needs to be replaced, outside shell needs to be sandblasted and painted.



HAMBURG CITY COUNCIL AGENDA SEPTEMBER 11, 2018

Lois Droege

- George Street (Develop Outlot B of Hamburg 3rd Addition)
 - Development Agreement
 - Permit Fees – City will pay permit fees and Ms. Droege will pay for half of the Storm Water costs.

Triple T Services, LLC (Jake Trebesch)

- Storm Water Easements for Parcels 45.0282500/11.0282010 (RR Street)
 - Survey City Portion of Parcel 11.0282010

Quinn O'Reilly with Melchert, Hubert & Sjodin informed the Council that Carver County is going to survey the property. And he is working with the Railroad to find the 2007 License Agreement.

Old City Business

- Drinking Water Revolving Fund 2019 Intended Use Plan
 - The Intended Use Plan lays out all eligible projects for 2019 funding. Application deadline is March 21, 2019 and takes a minimum of 2 months to process. Jeremy is working with S.E.H. and PFA for any possible grant assistance.
- Statewide Health Improvement Partnership (SHIP) Funding
 - Deadline is October 30th, 2018 to submit a Wellness/Fitness idea for our community
- Jaguar Communications (Fiber Optic Installation)
 - This is Jaguar's second week of installation work. 2 gas lines were hit in town while hand-digging. Expecting to wrap up installation in the next week or so and hope to have everyone up and running by winter.
- 2018 City Building Repairs (Hall Steps)
 - Complete the front steps this year and back steps next year.

MOTION: Councilman Jason Buckentin moved to accept the bid by Dan Oelfke Construction to complete the Hall steps. Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Members were present.

- 2019 Proposed Budget
 - Budget Workshop Date (September), hold

MOTION: Councilman Steve Trebesch moved to have a Budget Meeting on Wednesday September 19, 2018 @ 7:00 PM. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.



HAMBURG CITY COUNCIL AGENDA SEPTEMBER 11, 2018

New City Business

- Solicitor Permit for Jason Kuerschner with Edward Jones

MOTION: Councilman Jason Buckentin moved to approve the Solicitors Permit for Jason Kuerschner. Seconded by Councilman Tim Tracy. Motion was approved with Mayor Lund abstaining. All Council Members were present.

- Planning & Zoning Administration Services (Quotes)

MOTION: Councilman Tim Tracy moved to approve Bolten & Menk for Planning & Zoning Administration Services. Seconded by Councilman Steve Trebesch. Motion was unanimously approved. All Council Members were present.

- Second Meeting for September (September 25th)

MOTION: Councilman Jason Buckentin moved to have a second meeting on September 25, 2018 where the Final Proposed Budget will be set. Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Members were present.

City Council Reports

- Councilmember Jason Buckentin - none
- Councilmember Tim Tracy - none
- Councilmember Scott Feltmann - none
- Councilmember Steve Trebesch - none
- Mayor Chris Lund
 - League of MN Cities Events/Trainings – November Topic is How a City Council Runs
 - There **will not** be a 'Mayor's In' Time this Friday due to work travel.
 - Starting in October 'Mayor's In' Time will be the first Tuesday of the month from 6:00-8:00 PM

MOTION: Councilman Scott Feltmann moved to adjourn the Council Meeting at 8:14 PM. Seconded by Councilman Steve Trebesch. Motion was unanimously approved. All Council Members were present.

Submitted By:
Tamara Bracht
Deputy Clerk



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 19, 2018***

2019 Proposed Budget Workshop

Mayor Chris Lund called the Budget Workshop to order at 7:02 PM. Council Members Scott Feltmann, Steve Trebesch, Tim Tracy and Jason Buckentin were present as well as City Clerk/Treasurer Jeremy Gruenhagen and Deputy Clerk Tamara Bracht.

General Fund

- New phone system thru Jaguar
- Re-key buildings

Hall

- Water Softener
- Check with HHFC regarding paving around the perimeter

Community Center

- Upgrade Projector and speakers (potential use for cable franchise monies)

Park

- Fix electrical break underground between buildings

Additional thoughts and input

- A/C at Hall
- Ideas on how to utilize Hall Basement
- Change to LED bulbs and/or install new/additional lighting at WWTP, Hall Ramp, CC Parking lot
- Create a paved parking lot near bar
- Bump up the time line for installing new water meters in town
- Put extra monies toward street projects

Council discussed setting the Levy at 14.42%

MOTION: Councilman Steve Trebesch moved to adjourn the Proposed Budget Meeting at 7:52 PM. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Councilmember's were present.

Submitted by:
Tamara Bracht
Deputy Clerk

CONTRACT FOR POLICE SERVICES

Hamburg

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

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

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

LIABILITY

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

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

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

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2019 to December 31, 2019. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. As contained in this contract.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2020, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

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

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

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

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

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

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

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)	\$5,160
Deputy .05 (2080 FTE)	\$5,160
CSO – 130 hours	\$5,006

VEHICLE COST

Patrol Vehicle – .05	<u>\$1,028</u>
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TOTAL POLICE SERVICES

\$16,354

2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$8,177 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$8,177 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

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

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

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

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

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Clerk

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

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

AGREEMENT FOR PROFESSIONAL SERVICES

ON-CALL PLANNING SERVICES

CITY OF HAMBURG

This Agreement, made this 2nd day of October, 2018, by and between THE CITY OF HAMBURG, 181 BROADWAY AVENUE, HAMBURG, MN, 55339, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 12224 NICOLLET AVENUE, BURNSVILLE, MN 55337, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with On-Call Planning Services and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the Fee Schedule included in Exhibit I.
- 2. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Identifiable reproduction and reprographic charges.
 - d. Special field equipment rental.
 - e. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
- 3. The preceding Schedule of Fees shall apply for services provided through December 31, 2018. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) resulting from the negligent act or omission of CONSULTANT'S employees, agents, or subconsultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages. This indemnification requirement shall include defense of indemnified party, but only to the extent that defense is insurable under the indemnifying party's liability insurance policies.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) resulting from the negligent act or omission of CLIENT'S employees, agents, or consultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages. This indemnification shall include defense of indemnified party, but only to the extent that defense is insurable under the indemnifying party's liability insurance policies.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property

damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from

all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

I. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of one year or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

J. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition, after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

K. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

L. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

M. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

N. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

O. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Hamburg

CONSULTANT: Bolton & Menk, Inc.

Kreg J. Schmitt

Vice President

Kreg J. Schmitt

	Beginning Balance 1/1/2018	2018 Budget Income	2018 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 6/30/2018	
General Fund	<u>\$280,932.53</u>	<u>\$614,238.00</u>	<u>\$618,002.00</u>	<u>\$277,168.53</u>	<u>\$35,933.73</u>	<u>\$231,643.75</u>	<u>\$85,222.51</u>	
General Gov't			\$227,375.00			\$109,609.78		
Public Safety (Fire Dept.)			\$138,137.00			\$65,462.76		
Public Works (Streets)			\$107,835.00			\$20,417.17		
Sanitation & Recycling			\$3,500.00			\$256.89		
Parks & Recreation			\$68,780.00			\$22,212.02		
Comm. Hall			\$52,375.00			\$13,685.13		
Special Revenue Funds	<u>\$594,478.31</u>	<u>\$45,768.00</u>	<u>\$61,500.00</u>	<u>\$578,746.31</u>	<u>\$1,088.89</u>	<u>\$0.00</u>	<u>\$595,567.20</u>	
City Of Hamburg (Savings)	\$469,494.09	\$34,830.00	\$61,500.00	\$442,824.09	\$621.04	\$0.00	\$470,115.13	
Fire Equipment CD	\$124,984.22	\$10,938.00	\$0.00	\$135,922.22	\$467.85	\$0.00	\$125,452.07	
Debt Service	<u>\$46,674.78</u>	<u>\$19,257.00</u>	<u>\$19,221.25</u>	<u>\$46,710.53</u>	<u>\$0.00</u>	<u>\$17,552.50</u>	<u>\$29,122.28</u>	
Total (Tax Revenue Funds)	\$922,085.62	\$679,263.00	\$698,723.25	\$902,625.37	\$37,022.62	\$249,196.25	\$709,911.99	
Enterprise Funds								
Water	\$109,544.19	\$167,722.74	\$167,446.20	\$109,820.73	\$85,190.11	\$113,136.83	\$81,597.47	
Sewer	\$353,124.75	\$70,473.24	\$80,508.50	\$343,089.49	\$31,653.38	\$56,939.27	\$327,838.86	
Storm Water	\$111,910.12	\$77,618.00	\$73,148.37	\$116,379.75	\$34,616.53	\$58,309.33	\$88,217.32	
Total (Enterprise Funds)	\$574,579.06	\$315,813.98	\$321,103.07	\$569,289.97	\$151,460.02	\$228,385.43	\$497,653.65	
Totals	\$1,496,664.68	\$995,076.98	\$1,019,826.32	\$1,471,915.34	\$188,482.64	\$477,581.68	\$1,207,565.64	
Debt Summary	Remaining Balance 1/1/2018	Remaining Assessment 1/1/2018	Cash & Investments	2018 Principle Payments	Date Due	Paid	Maturity Date	Unfunded Balance 12/31/2018
1992 Streets	\$0.00	\$5,387.88	\$0.00	\$0.00			2012	(\$5,387.88)
2007 Streets	\$90,000.00	\$0.00	\$46,674.78	\$15,000.00	2/1/17 & 8/1/17		2/1/2023	\$28,325.22
Water Wells Project	\$70,000.00	\$0.00	\$0.00	\$13,000.00	2/20/17 & 8/20/17		8/20/2022	\$57,000.00
Water Treatment Plant	\$383,000.00	\$0.00	\$0.00	\$51,000.00	2/20/17 & 8/20/17		8/20/2024	\$332,000.00
Sanitary Sewer Improvements	\$165,088.23	\$68,585.14	\$0.00	\$15,000.00	2/20/17 & 8/20/17		8/20/2030	\$81,503.09
Storm Water Improvements	\$905,000.00	\$0.00	\$0.00	\$45,000.00	2/1/17 & 8/1/17		2/1/2032	\$860,000.00
Totals	\$1,613,088.23	\$73,973.02	\$46,674.78	\$139,000.00				\$1,353,440.43

Cash Flow Actuals

	January	February	March	April	May	June	Totals
Income							
Property Taxes	\$2,873.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,873.17
Licenses & Permits	\$51.00	\$113.75	\$116.00	\$56.00	\$25.00	\$1,893.00	\$2,254.75
Intergov't Receipts (Aids)	\$0.00	\$2,737.08	\$0.00	\$4,848.50	\$0.00	\$3,092.00	\$10,677.58
Charges for Services							
Assessment Searches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Comm Cir Rentals	\$550.00	\$0.00	\$600.00	\$200.00	\$400.00	\$400.00	\$2,150.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Dept. Revenues	\$50.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00
Park Rentals	\$200.00	\$200.00	\$0.00	\$300.00	\$300.00	\$0.00	\$1,000.00
Hall Receipts	\$1,922.00	\$431.30	\$1,000.00	\$176.15	\$724.76	\$743.00	\$4,997.21
Fines	\$25.00	\$60.00	\$202.53	\$384.10	\$173.32	\$0.00	\$844.95
Misc. Receipts	\$471.39	\$3,944.93	\$119.00	\$3,738.95	\$2,329.05	\$132.75	\$10,736.07
Other Receipts							
Insurance Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (Savings)	\$0.00	\$0.00	\$520.64	\$0.00	\$0.00	\$568.25	\$1,088.89
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds/Sale of Asse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Service	\$15,503.94	\$13,026.41	\$13,248.28	\$14,173.37	\$13,322.44	\$15,915.67	\$85,190.11
Sewer Service	\$5,103.22	\$5,081.32	\$5,238.41	\$5,627.70	\$5,063.04	\$5,539.69	\$31,653.38
Storm Water	\$5,804.57	\$5,621.70	\$5,729.11	\$5,869.93	\$5,551.60	\$6,039.62	\$34,616.53
	\$32,554.29	\$31,566.49	\$26,773.97	\$35,374.70	\$27,889.21	\$34,323.98	\$188,482.64
Expenses							
General Gov't	\$19,763.64	\$11,078.15	\$26,743.47	\$15,283.26	\$18,672.84	\$17,433.44	\$108,974.80
Public Safety	\$15,620.53	\$800.31	\$10,322.89	\$14,842.15	\$21,862.66	\$2,014.22	\$65,462.76
Sanitation & Recycling	\$1,621.68	\$3,031.07	\$4,106.11	\$3,407.47	\$4,705.36	\$3,545.48	\$20,417.17
Park & Recreation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$256.89	\$256.89
Hall Expenses	\$823.32	\$130.87	\$14,372.11	\$417.17	\$1,701.20	\$4,767.35	\$22,212.02
Debt Service	\$1,990.46	\$3,716.08	\$2,623.26	\$3,429.22	\$1,059.86	\$1,065.75	\$13,884.63
Capital Project Funds	\$17,552.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,552.50
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Savings	\$0.00	\$435.48	\$0.00	\$0.00	\$0.00	\$0.00	\$435.48
Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sewer	\$3,023.73	\$3,875.00	\$13,898.18	\$4,203.42	\$5,140.35	\$4,441.73	\$34,582.41
Storm Water	\$3,025.47	\$3,241.05	\$3,355.29	\$18,091.59	\$8,339.44	\$3,812.93	\$39,865.77
Storm Water	\$27.50	\$0.00	\$0.00	\$50.37	\$50.46	\$442.72	\$571.05
Total Expenses	\$63,448.83	\$26,308.01	\$75,421.31	\$59,724.65	\$61,532.17	\$37,780.51	\$324,215.48
Other Expenses (DEBT)							
Wells/WTP Bonds	\$6,389.35	\$0.00	\$0.00	\$0.00	\$0.00	\$69,352.60	\$75,741.95
Water Imp. Bonds (2011)	\$3,849.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,849.22
Sewer Imp. Bonds (2011)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,036.75	\$16,036.75
Storm Water Imp. Bonds (20	\$57,738.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,738.28
Total Other Expenses	\$67,976.85	\$0.00	\$0.00	\$0.00	\$0.00	\$85,389.35	\$153,366.20
Checking Balance	\$1,397,793.29	\$1,403,051.77	\$1,354,404.43	\$1,330,054.48	(\$32,861.67)	(\$121,707.55)	\$1,207,565.64
	(\$98,871.39)	\$5,258.48	(\$48,647.34)	(\$24,349.95)	(\$33,642.96)	(\$88,845.88)	(\$289,099.04)

NOTICE OF PUBLIC HEARING
TO CONSIDER AN ORDINANCE AMENDING
THE COUNTY CODE AND ZONING MAP
COUNTY OF CARVER
CHASKA, MINNESOTA

NOTICE IS HEREBY GIVEN that on Tuesday, the 16th day of October, 2018, as soon as possible after 7:00 p.m. upstairs in the Social Services wing, in the Commissioner's Meeting Room of the Carver County Government Center, Chaska, Minnesota, the Planning Commission will hold a public hearing to consider an ordinance amending the Carver County Code and Zoning Map, regarding the Floodplain Overlay District.

TO: Amend Chapter 152, Zoning Code and the Carver County Zoning Map, pertaining to the Floodplain Overlay District and regulations.

PROPOSED CHANGES: Ordinance #88-2018 would amend the County Code Chapter 152 pertaining to Floodplain regulations and the Official Zoning Map for the unincorporated areas of the County. A significant portion of the amendments are intended to update the Zoning Code and Zoning Map to correspond with the approved Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) and Floodplain Management measures. There are also several text changes and reorganized sections. The proposed amendments include, but may not be limited to: updated zoning language and map references, updated Floodplain Overlay District boundaries based on FEMA and MN/DNR review and approval, and adding or revising definitions.

Copies of the proposed language and map are available from the Land Management Department by request at (952) 361-1820. Information may also be obtained by clicking the Planning Commission link at: <https://www.co.carver.mn.us/departments/public-services/land-management/zoning/planning-commission>

All persons interested are invited to attend the hearing and be heard on this matter. Written comments or requests may be mailed to:

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

Carver County Planning Commission
By: Steve Just
Land Use Manager

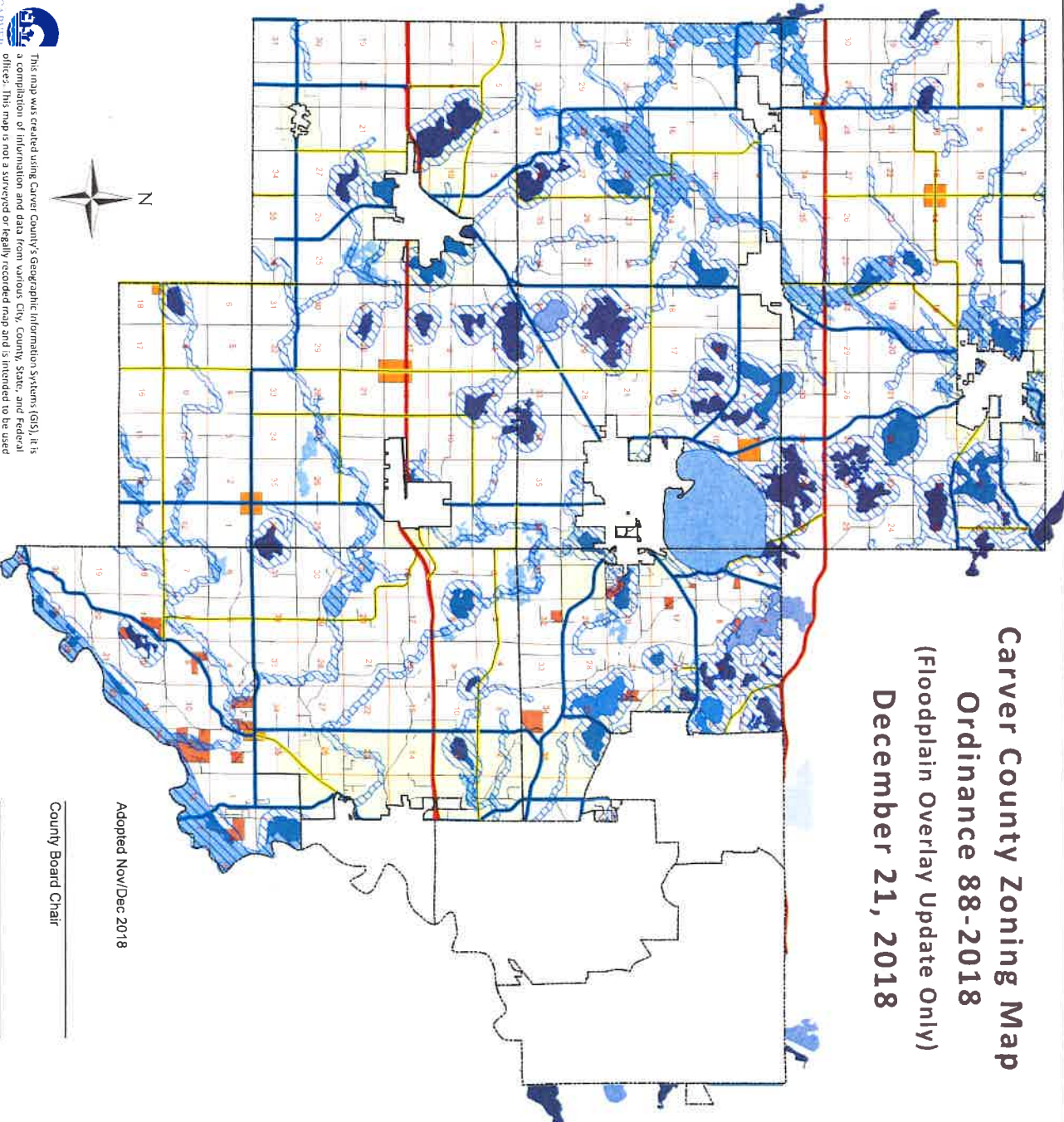
Date to Publish: October 4, 2018

Chaska Herald, Chanhassen Villager, Waconia Patriot,
Norwood Young America Times, Carver County News,
Winsted Herald Journal, Belle Plaine Journal

To be billed to: Public Services Division,
Land Management Department at the address above

END

Carver County Zoning Map Ordinance 88-2018 (Floodplain Overlay Update Only) December 21, 2018



Adopted Nov/Dec 2018

County Board Chair

David Hemze, County Administrator

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.

"A" Agricultural District

This County has and may in the future enter into or be affected by a variety of official contracts, orderly annexation agreements, joint powers agreements, or other similar agreements that affect the actual extent of this district. Such contracts of agreements shall supersede the boundaries shown on this map.

Transition Area Overlay District

The extent of the District as shown on this map is illustrative of Transition Areas as shown on the map in the Comprehensive Plan and is not intended to be an actual determination of the actual extent of the Transition Area as shown in the Comprehensive Plan. A change in the Plan map shall constitute a change in the District boundaries.

Rural Service Overlay District

Residential Cluster District

These lands were rezoned to this District under a previous ordinance. No new zones of this type are permitted. The actual boundaries of the zone are defined in Appendix A of the Zoning Ordinance.

Shoreland Overlay District

The map illustrates the general extent of the Shoreland Overlay District and the classification of the lakes. Actual determination of the Shoreland Zone is made by measurement on air photos or on the ground on a site by site basis.

Floodplain Overlay District

This map illustrates the approximate extent of the Floodplain Overlay District. Actual determination of the Floodplain Zone boundaries is made according to the rules for interpretation specified by the County Code.

LAKE SHORELAND CLASSIFICATIONS

- General Development
- Recreational Development
- Natural Environment

BOUNDARY LINES

- City/Township Boundaries
- Sections

ROAD CLASSIFICATIONS

- Local Roads
- Major Collector
- Minor Arterial
- Minor Collector
- Principal Arterial - Other

Activity/Project List Deputy Clerk August/Sept.

Date	Activity/Project/Issue	Outcome
August	Was a busy month that flew by. I forgot all about updating my project list. A few things I can remember off hand was a 16 Hour long Primary Election day, Council Meeting and Budget Meeting	
8/30/2018	Sent Meter Change out Letters to 3 Residents	
8/31/2018	Re-sent unpaid Accident Service Call Invoices	
9/5/2018	CSO Delivered Delinquency Shut off Notices. Prepared and mailed notices to residents on Jacob street about the Lift Station being clogged with wet wipes etc	
9/7/2018	Received word from Joel Franck that he was available to have Greg change out his water meter	Sent Greg over there and meter was installed
9/10/2018	Entered Bills, updated Claims list, prepared for Council Meeting, Daily bank and post office run, Spoke with Jaime at Parkside regarding the upcoming weddings at the Hall,	
9/11/2018	Prepared for Council Meeting, entered receipts, sent out 2 billings for Accident Service Calls from gas lines being hit due to Jaguar installations,	
9/13/2018	Worked with Wedding Party regarding correct Liquor Liability Insurance, entered receipts into QB,	

Activity/Project List Deputy Clerk Sept./Oct.

Date	Activity/Project/Issue	Outcome
9/11/2018	Prepared for Council Meeting, entered receipts, sent out 2 billings for Accident Service Calls from gas lines being hit due to Jaguar installations,	
9/13/2018	Worked with Wedding Party regarding correct Liquor Liability Insurance, entered receipts into QB,	
9/14/2018	Showed wedding group lights etc. at the Hall, entered bills into QB, Entered water bill payments, updated delinquency report	
9/17/2018	On Sunday the 16th, I was contacted by a resident regarding the compost dumpster. Someone threw many cardboard boxes into the dumpster. A picture was sent to me via facebook messenger. My intent was to show Greg in the morning. When Greg came in to see me in the mornign he had an address label with him from off of 1 of the boxes left in the dumpster. I drafted a letter to the offending party who happens to live in Arlington. I will show Jeremy tomorrow upon his return to work. Billed out pop used at wedding reception. Entered Bills into QB. Met with Officer Matt Arnst regarding an incident from last Monday with Paul Grams scraping the road in front of the bank by towing a truck missing a front tire and subsuquently got caught up on the RR tracks. See police incident report.	Greg cleaned the boxes out of the dumpster
9/18/2018	Jeremy read the letter I drafted to the lady who's address was on the disposed of cardboard boxes. I printed the picture of the trash in the dumpster and made a copy of the address label. I mailed all to the lady informing her that if this happened again she would be charged a minimum of 1 hour for the time and equipment needed to clean it up at a rate of \$145.00 per hour.	
9/21/2018	Updated Website with Rentals, Updated Claims List, Entered Bills, Received a returned check for a water bill payment - Bank is sending it through again to see if it will clear. Wrote thank you cards for HHFC and Dan Swanson	
9/24/2018	Water Shut Off Day: 1 full payment made, 2 partial payments made, 1 NSF check. Greg is super busy today so he requested I call the 2 residents who are to be shut off today to let them know if their payments are not in by 4:30 today they will be shut off tomorrow morning. I left voicemail messages for both residents. Updated Delinquency report, added a bill to Claims List for tomorrows Council Meeting. Printed checks for vendors. Received payment from Crown Underground for the two gas line incidents. Received a call from a resident on Donald Avenue inquiring about the power being out. We are not aware of any outages so I gave her the number for Xcel and asked her to let me know what she finds out. Received payment in full from 1 of the water shut off residents.	
9/25/2018	Shut off Howe's water at 619 Kim Avenue for non-payment. Completed my timecards. Entered bills, updated claims list, typed up council & budget meeting minutes. Spoke with Core & Main Rep. regarding remote shut off meters. Spoke with Gordon Merk - not happy with how Jaguar filled back in the two holes they dug in his yard. Let Jeremy know and started a list to keep track of anyone else who may call with similar concerns.	
9/26/2018	Prepared and mailed bill payments. Entered water payments.	
9/27/2018	Howe's made a payment on -line with a credit card. Greg turned the water back on. In an email response to the Howe's I requested that the Howe's find a time for us to install a new meter in their home. Mailed out meter replacement letters to 8 addresses on Park Avenue. Matched up completed building permit reports with original permit filing.	
9/28/2018	Sent out a violation letter to 152 Jacob for street parking of a trailer and 210 Broadway for dog-at-large complaint. Sent an ST3 Tax Exempt form for the FD to Jefferson Fire & Safety. Entered water payments.	
10/1/2018	Spoke with Vern Jorissen regarding a new "No Trucks" sign. Received a message from Cathi Murphy regarding the hole in her back yard from Crown Underground. With the rain it is expanding and clogging the storm sewer drain.	Greg replaced the sign on 10-2-18
10/2/2018	I called Jason Haugen with Crown Underground; he will fix the hole in Cathi Murphy's yard, I then spoke with Cathi. Working on Water Bills. Answering emails and phones. Had 2 visitors drop in on bicycles. They have been on the road for 9 weeks, started in Washington state and are heading to MPLS to fly home to Florida. Micheal Fahey stopped in regarding the holes from Jaguar.	
10/3/2018	Cleaned Office, entered bills and receipts into Quick Books. Spoke with resident about signing up for Jaguar- gave phone nubmer. Steven Frensko stopped in to schedule Greg for meter change out.	
10/4/2018	Spoke with resident about removing locate flags in yard.	
10/5/2018	entered bills, printed checks, entered water payments, researched a residents water usage, updated claims list	
10/9/2018	prepared and mailed out bills, updated claims list, mailed County documents, timesheets, updated check numbers in QB, billed out for Hall pop use	
10/11/2018	Shut off water at the rental house at 490 Brad Street for non-payment. Left VM with homes owner. Unusual amount of phone inquiries for CC and Hall Rentals. Fielded another call regarding Jaguar yard fixing time frame.	
10/12/2018	Prepared for Council Meeting, worked on Fall Newsletter	

SEPTEMBER 2018 DELINQUENCY REPORT

Updated Balances	payments	BALANCE (current + over due)	CURRENT		Total \$ overdue	30 days over			Account #
			SEPTEMBER	AUGUST		1 Per. Overdue	2 Per. Overdue	3 Per. Overdue	
		\$581.69	\$133.85	\$447.84	\$194.76	\$253.08		01-00002490-00-4	
		\$217.63	\$126.42	\$91.21	\$91.21			01-00003619-00-2	
		\$430.09	\$128.21	\$301.88	\$181.87	\$120.01		01-00005421-00-1	
		\$242.50	\$205.54	\$36.96	\$36.96			01-00005490-00-1	
		\$401.79	\$138.25	\$263.54	\$142.65	\$120.89		01-00006190-01-2	
		\$157.61	\$79.47	\$78.14	\$78.14			01-00007619-00-8	
		\$716.18	\$302.19	\$413.99	\$413.99			01-00007625-00-7	
		\$189.30	\$95.13	\$94.17	\$94.17			01-00008331-00-4	
		\$198.75	\$97.21	\$101.54	\$101.54			01-00009321-00-0	
		\$239.88	\$123.89	\$115.99	\$115.99			01-00009451-00-6	
		\$273.25	\$85.48	\$187.77	\$99.13	\$88.64		01-00010150-00-6	
		\$197.86	\$89.87	\$107.99	\$107.99			01-00011710-00-5	
		\$141.25	\$127.88	\$13.37	\$13.37			01-00011860-00-7	
		\$204.76	\$101.60	\$103.16	\$103.16			01-00011890-00-6	
		\$213.21	\$103.07	\$110.14	\$110.14			01-00014410-00-1	
		\$217.21	\$106.00	\$111.21	\$111.21			01-00015801-00-6	
		\$419.81	\$183.69	\$236.12	\$236.12			01-00016604-00-4	
		\$248.63	\$145.74	\$102.89	\$102.89			01-00017613-00-5	
		\$226.34	\$104.53	\$121.81	\$121.81			01-00017617-00-9	
		\$283.36	\$140.22	\$143.14	\$143.14			01-00017621-00-6	
\$0.00	\$0.00	\$5,801.10	\$2,618.24	\$3,182.86	\$2,600.24	\$582.62	\$0.00		



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Engine update

Justin Buckentin <chief1@cityofhamburgmn.com>
To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Tue, Oct 9, 2018 at 9:14 PM

Just an update on the Engine.

We had the Engine out at Steak Fry for questions on Saturday. I talked to Lumby about what will happen next. He said after approvals from Townships and City, he will need a signed letter on our letterhead stating that we wish to purchase the Engine through HGAC. That will hold the truck for us and start the process. From there they will take the pump that is currently in it, remove it and place in the pump that is set aside for that truck (this is to ensure we get an untouched pump just in case there would be any residual in the pump from the demo process that may cause future harm). Then we will agree on graphics and they will put graphics on the truck (this is already included in the price, that is why he was out awhile back to match up to other trucks). This whole process he guesses is about 1 month long. We would need to have all the money ready for purchase by this time before we can take ownership of it (if the City approves the purchase).

Here is where we sit right now financially;

I am still waiting on the bid, but that is because we have made some changes which will lower the cost and some other things have come up recently as well. All good, financially anyway. The purchase price he gave me was \$399,500. We are having them remove some add ons that will save us \$3,500. Also the Relief Assn will \$2,500 for the HGAC fee (which was already included in the purchase price). On top of that whatever money is left to close out the gambling account will all go towards the purchase price. We're guessing around \$4,000, but won't know until they can do month end to close out. They are waiting on a few bills yet, hopefully we will know by council meeting what that number is exactly. For now I pitched to both Townships to figure the price at \$391,000 (it will NOT be more than that)@391 units=\$1,000/unit.

Monday night I was at Washington Lake Township meeting and they approved the purchase of the Engine. They will pay their entire financial responsibility of \$88,000 (or less) in full upfront.

Tuesday night I was at Young America Township and they approved the purchase of the Engine as well. They have \$60,000 to put down upfront and will have to finance with the City for the remainder \$31,000@ \$15,000/year to go towards it.

Can you add the Engine to the Agenda for me and I will present to Council?

Here is the breakdown of what I will be presenting;

\$399,500 Total Cost
\$391,000 Taxpayer Responsibility (may be less depending on Gambling Acct)
391 units in Fire District=\$1,000/unit
\$212,000 City of Hamburg Responsibility
(\$31,000 for Young America Township will have to be added to loan at a \$15,000/year payoff)

Let me know if this makes sense or you need any more information.

Thank you

--

Justin Buckentin-Hamburg Fire Chief
P.O. Box 213
[181 Broadway Avenue](#)
[Hamburg, MN 55339](#)
Cell 612-716-6787
Station 952-467-3178
chief1@cityofhamburgmn.com

<u>Jurisdiction</u>	<u>Units</u>	<u>%</u>	<u>Cost Share</u>	<u>Savings 12/31/18</u>	<u>Shortage</u>	<u>Interest (5%)</u>
City of Hamburg	212	54.22%	\$212,000.00	\$128,422.00	\$83,578.00	
Young America Township	91	23.27%	\$91,000.00	\$60,000.00	\$31,000.00	
Washington Lake Township	<u>88</u>	<u>22.51%</u>	<u>\$88,000.00</u>	<u>\$88,000.00</u>	<u>\$0.00</u>	
	391	100%	\$391,000.00	\$276,422.00	\$114,578.00	



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Droege Development

Scott Landsman <slandsman@hoffbarry.com>

Tue, Sep 18, 2018 at 12:38 PM

To: "cityadmin@cityofhamburgmn.com" <cityadmin@cityofhamburgmn.com>

Cc: "Jblack@sehinc.com" <Jblack@sehinc.com>, George Hoff <ghoff@hoffbarry.com>

Jeremy –

This is a follow up to the phone conference Justin Black and I had last week regarding the Droege development.

In this conversation we had a discussion regarding the details of the development. From my understanding, the developer desires to develop the property with 2 twin homes. As part of the development, certain public infrastructure will need to be constructed. The developer will have responsibility for construction of the public infrastructure. The public infrastructure includes right-of-way, sanitary sewer, water and storm water improvements. The storm water improvements includes the storm water pond adjacent the property and an outlet pipe running northerly from the pond.

I further understand that the City has the dedicated land for the right-of-way from a previous plat, that the city will need to be provided a deed for the storm pond, may need an access easement from the right-of-way to the storm pond and will need an easement for the outlet pipe.

I also understand that no application has yet been made.

The process should generally be as follows:

1. Application made by developer. The City review of the development can continue without an application. However, per City Code an formal action will require an application is made.
2. All plans reviewed by staff and consultants.
3. Determination of land dedication, fee title conveyances and easements needed. Also need to determined the legal descriptions. Would need to also determine if some type of administrative subdivision is necessary of the conveyance of the storm water pond area.
4. Determination of city fees, e.g., park dedication, SAC, WAC and any area charges.
5. Determination of sureties required, e.g., letter of credit to ensure construction of public improvements (typically 125% of estimated costs) and possible bond because work will be done by developer within city dedicated land for the construction of the right-of-way.
6. Determination of special requirements or conditions. Justin mentioned that there may be some thought regarding a credit or payment to the Developer for the construction of the storm water improvements.
7. Then the application will need to go through the City approval process with an ultimate decision by the City Council, being mindful of the time constraints under Minn. Stat. 15.99 and 462.358. I strongly suggest that you have our office draft the written resolution for the City Council. The written resolution can either be presented at the time the City Council makes their decision or the City Council can direct the City Attorney to draft a resolution of approval or denial and then it would be brought back for consideration at the next City Council meeting.

8. Drafting of a Developer's Agreement by my office. This could be done at the same time the resolution is approved or it could occur at a subsequent meeting of the City Council. It depends on when the City Council adopts the written resolution and when the Developer desires to get started on the project. The Developer's Agreement will contain, among other things, all conditions of approval, surety requirements, insurance requirements, construction schedule and fees.

Justin – please let me know if anything should be added to my understanding and general procedure above.

Please contact me with any questions regarding the above. If helpful, a phone conference could be set up with our office and Justin.

Scott B. Landsman | Attorney | Hoff Barry, P.A.
775 Prairie Center Drive, Suite 160 | Eden Prairie, Minnesota 55344
direct: 952.746.2709 | main: 952.941.9220 | toll-free: 800.989.9220
fax: 952.941.7968 | web: www.HoffBarry.com



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Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Droege Development

Scott Landsman <slandsman@hoffbarry.com>

Tue, Oct 16, 2018 at 1:38 PM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Cc: "jblack@sehinc.com" <jblack@sehinc.com>, Chris Lund <clund@cityofhamburgmn.com>, Jason Buckentin <jbuckentin@cityofhamburgmn.com>, Steve Trebesch <strebesch@cityofhamburgmn.com>, Tim Tracy <ttracy@cityofhamburgmn.com>

Jeremy – see my comment in ALL CAPS below.

Scott B. Landsman | Attorney | Hoff Barry, P.A.
775 Prairie Center Drive, Suite 160 | Eden Prairie, Minnesota 55344
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If you have received this message in error, please contact the sender and delete the original message immediately. Thank you.

From: Jeremy Gruenhagen [mailto:cityadmin@cityofhamburgmn.com]
Sent: Tuesday, October 16, 2018 11:18 AM
To: Scott Landsman
Cc: jblack@sehinc.com; Chris Lund; Jason Buckentin; Steve Trebesch; Tim Tracy
Subject: Re: Droege Development

Scott,

I am currently working with Lois Droege on her development.

I have the following questions regarding the development:

1. Lois wants to complete the grading for the development this fall so everything is ready for Spring Construction, do you foresee any issues with this? (Before any approval or agreement is completed) We would complete all necessary steps including the resolution and Developer's Agreement before any construction was to take place. **[Scott Landsman]**
IN MOST CITIES A PROPERTY OWNER MAY OBTAIN A GRADING PERMIT PRIOR TO OBTAINING APPROVAL OF THE OVERALL PROJECT AND ENTERING INTO THE DEVELOPER'S

AGREEMENT. FROM LOOKING AT THE APPLICATION THERE IS A LAND DISTURBANCE PERMIT. THE DEVELOPER TAKES THE RISK AS THEY MAY GRADE EARLY, BUT THERE IS NO GUARANTEE THAT THE CITY WILL APPROVE.

2. I am working with Lois on putting together the Legal Description for the Stormwater Pond. Two Questions:

- Can the Grading for Stormwater Pond take place at this point?**[Scott Landsman]** SIMILAR ANSWER AS ABOVE. A GRADING PERMIT CAN BE APPLIED FOR SEPARATE FROM THE DEVELOPMENT APPROVAL.
- I need some guidance for the timeline of the Stormwater Pond Project
 - Should the Annexation of the Stormwater Land be done before or after the construction of the pond?**[Scott Landsman]** IF THE STORM WATER POND IS OUTSIDE CITY LIMITS I AM NOT SURE OFFHAND WHAT CONTROLS THE CITY WOULD HAVE WITH REGARD TO GRADING. THE DEVELOPER COULD MAKE APPLICATION WITH THE GOVERNMENTAL ENTITY HAVING JURISDICTION FOR GRADING. IF THE CITY DOES WANT CONTROL THEN WE STORM WATER POND SITE NOW THEN AN ANNEXATION NOW MAY MAKE SENSE. HOWEVER, I AM NOT SURE IF THE CITY WOULD WANT TO PROCEED WITH ANNEXATION UNTIL THE PROJECT IS APPROVED AND A DEVELOPER'S AGREEMENT EXECUTED.
 - Since the City is paying for all Stormwater improvements is it best to have the construction of the ponds completed by the developer or the City? **[Scott Landsman]** PUBLIC IMPROVEMENTS MAY BE CONSTRUCTED BY EITHER THE CITY OR THE DEVELOPER. IF THE DEVELOPER WILL CONSTRUCT THEN THE DEVELOPER'S AGREEMENT WOULD CONTAIN THE CONTROLS, SURETY REQUIREMENTS AND ANY PAYMENT FROM THE CITY. CITY CODE SECTION 160.F. PROVIDES THAT IF THE PUBLIC IMPROVEMENTS PROVIDES SUBSTANTIAL BENEFIT TO PROPERTY OUTSIDE THE DEVELOPMENT THEN THE APPLICANT WILL BE REQUIRED ONLY TO PAY FOR THAT PORTION OF THE IMPROVEMENT THAT BENEFITS THE DEVELOPMENT. MINN. STAT. SEC. 462.358 PROVIDES THAT ANY SUCH IMPROVEMENTS MADE BY THE DEVELOPER AS A CONDITION OF SUBDIVISION ARE EXEMPT FROM BIDDING LAWS.
 - My concern is if the City completes the Storm Water Improvements we would then need to go through the bidding process, correct? **[Scott Landsman]** YES
 - What is the best option for the City? Any other requirements that the City should consider if they do the stormwater improvements versus the developer?**[Scott Landsman]** THIS IS A POLICY QUESTION FOR THE CITY. HOWEVER, ANY PUBLIC IMPROVEMENTS WILL BE CONSTRUCTED PER APPROVED PLANS UNDER THE SUPERVISION OF THE CITY.
 - I feel it is best to have all the Construction completed by the Developer, per specs designed/approved by City Engineer. Thoughts?**[Scott Landsman]** NOT AN UNCOMMON APPROACH.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Error! Filename not specified.

CITY OF HAMBURG
City Clerk/Treasurer – PO Box 248
181 Broadway Ave., Hamburg, MN 55339

*City Office: (952) 467-3232 Fax: (952) 467-3119 TDD: 711 Email: CityAdmin@CityofHamburgmn.com
City Website: CityofHamburgmn.com*

October 10, 2018

Steven and Tammy Trebesch
P.O. Box 2
Hamburg, MN 55339

Triple T Services, LLC
c/o Jake Trebesch
360 Sophia Ave.
Hamburg, MN 55339

To Whom It May Concern:

As you are aware, the City of Hamburg (“City”) has recently discovered it is the owner of a parcel along Railroad Street. The property owned by the City is highlighted in yellow on the enclosed map. Currently, personal property owned by either Triple T Services, LLC, Jake Trebesch, Steven Trebesch, and/or Tammy Trebesch, is occupying the City’s property. Please remove this personal property by **October 22, 2018**.

Failure to remove said personal property from the City’s property will result in the City removing the personal property. Because it is unclear to the City who is the appropriate owner of the personal property, the City will require proof of ownership prior to distribution of the personal property.

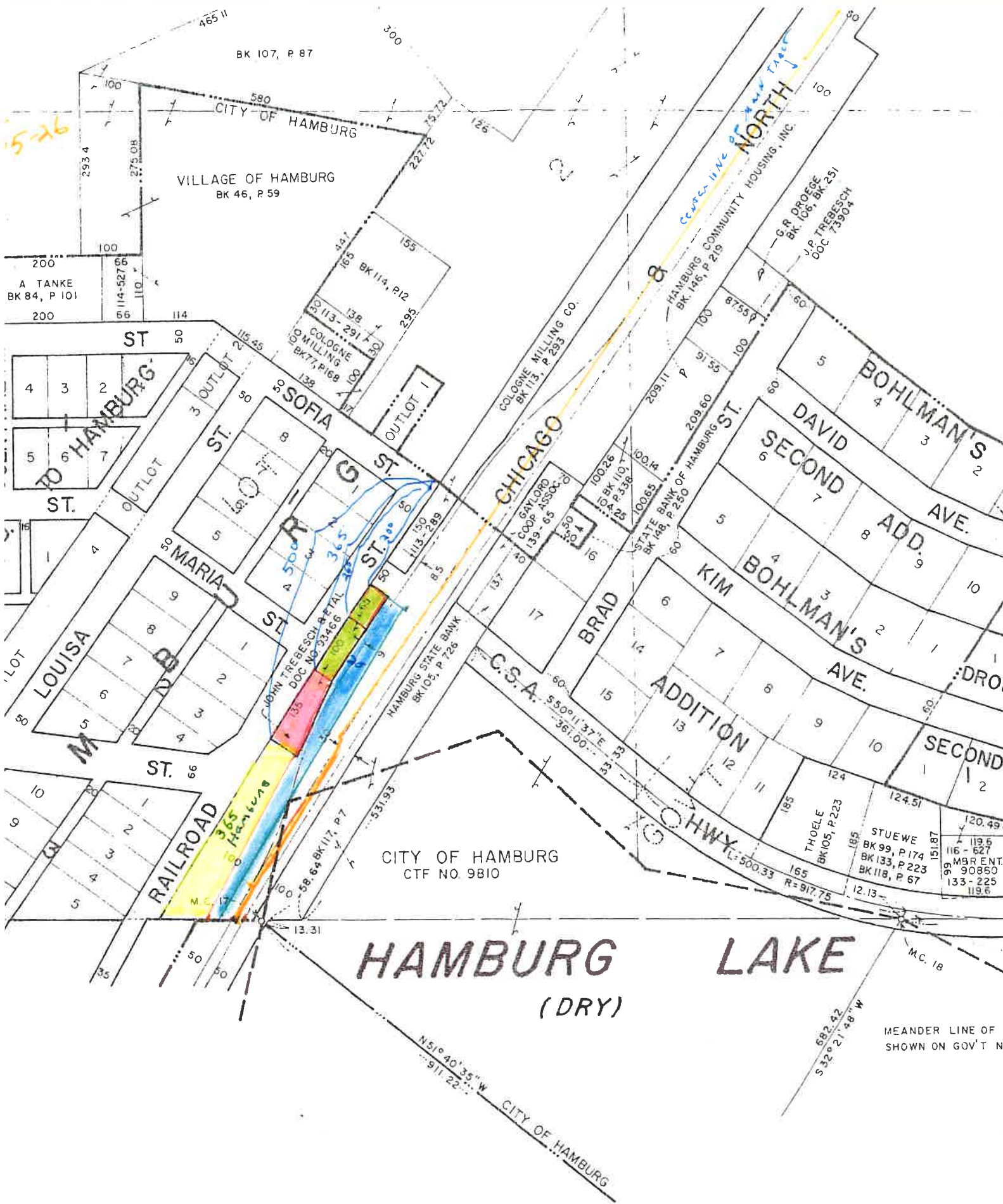
If it is not possible for you to remove the property in accordance with the above-stated date, please contact me as quickly as possible to make alternative arrangements.

Sincerely,

Jeremy Gruenhagen
City Clerk-Treasurer
City of Hamburg



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



5-26

BK 107, P 87

CITY OF HAMBURG

VILLAGE OF HAMBURG
BK 46, P 59

A TANKE
BK 84, P 101

ST

ST. SOFIA

CHICAGO

NORTH

ST

ST. MARIA

BRAD

DAVID

BOHLMAN'S

LOUISA

ST

C.S.A.

ADDITION

KIM

BOHLMAN'S

SECOND

RAILROAD

CITY OF HAMBURG
CTF NO. 9810

HAMBURG LAKE
(DRY)

LAKE

MEANDER LINE OF L
SHOWN ON GOV'T NC

CITY OF HAMBURG

12/31/2017	Interest - December	\$15.97	\$58,761.95
1/31/2018	Interest - January	\$15.97	\$58,777.92
2/28/2018	Interest - February	\$14.43	\$58,792.35
2/28/2018	Franchise Fees (Hamburg) (4th Qtr 2017)	\$435.48	\$59,227.83
3/31/2018	Interest - March	\$16.10	\$59,243.93
4/17/2018	Franchise Fees (Hamburg) (1st Qtr 2018)	\$418.67	\$52,267.60
4/26/2018	Elroy Latzig (2016-17 Channel 8 Tapings/Electricity)	\$7,395.00	\$52,267.60
4/30/2018	Interest - April	\$15.31	\$52,282.91
5/31/2018	Interest - May	\$14.21	\$52,297.12
6/30/2018	Interest - June	\$19.34	\$52,316.46
7/18/2018	Franchise Fees (Hamburg) (2nd Qtr 2018)	\$443.22	\$52,759.68
7/31/2018	Interest - July	\$20.07	\$52,779.75
8/31/2018	Interest - August	\$20.17	\$52,799.92
9/30/2018	Interest - September	\$19.53	\$52,819.45

\$47,941.00 Total Cost Associated with NYA (Minus Hamburg Franchise Fees)

\$41,934.66 City of NYA Share (\$47,921.47*87.47%)

\$10,884.79 Hamburg Share of JPBCC Account

\$52,819.45



EMPLOYMENT AND ECONOMIC DEVELOPMENT

Small Cities Development Program (SCDP) 2019 Preliminary Proposal

Submission Deadline

Thursday, November 15, 2018 4:30 PM

Full February

Small Cities Development Program (SCDP) Program Concept – Applies to Preliminary Proposal and Application

PROGRAM GOAL

The goal of the SCDP is to develop viable, eligible communities and provide a suitable living environments by expanding economic opportunities that principally benefit low to moderate income households. This is accomplished by providing financial assistance to address the need for decent, safe, affordable housing, economic development and adequate public facilities.

BACKGROUND

The Community Development Block Grant (CDBG) Program is a federal program that provides funding for housing, community and economic development. In 1974, Congress passed the Housing and Community Development Act, Title I, which authorized the development of the CDBG Program. The Program, administered by the U.S. Department of Housing and Urban Development (HUD), consists of two components, an entitlement program that provides funding directly to urban (entitlement) areas and a Small Cities Development Program (SCDP) which provides funding to non-entitlement communities.

The Minnesota Department of Employment and Economic Development (DEED) is responsible for state administration of the CDBG program for non-entitlement communities statewide, per Minnesota Administrative Rules, Chapter 4300, Community Development Block Grants. This Program Concept is based on the rules outlined in Chapter 4300.

PROGRAM OBJECTIVE

All SCDP funded activities are intended to support community development activities that:

- Encourage and assist local governments to develop comprehensive economic development strategies which promote viable communities by providing economic opportunities for Low-to-Moderate Income Households;
- Encourage and assist local governments to develop comprehensive public facility improvement strategies in conjunction with Rural Development (RD), the Public Facility Authority (PFA), MN Pollution Control Agency (MPCA), etc., to make rural communities more viable. These actions must also primarily benefit Low-to-Moderate Income Households;
- Develop and implement strategies, which facilitate the coordination of CDBG Small Cities funding with other federal/state/local community development resources.

These community development activities must meet one of the following Federal Objectives:

- Benefit to low and moderate income (LMI) persons/households. LMI is defined as households whose total income from all members does not exceed 80% of the County Median Income, adjusted for household size as determined by HUD annually. The general SCDP activities that use the LMI federal objective are owner-occupied and rental housing rehabilitation, public facilities, assessment abatement, and homeownership assistance.
- Prevent or eliminate slum and blight conditions. The SCDP activities associated with this federal objective are commercial rehabilitation or streetscape if LMI cannot be used.
- Alleviate urgent community development needs caused by conditions which pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available. The activities that meet this federal objective are generally associated with disaster recovery where an LMI federal objective cannot be satisfied.

For more information, go to the "Federal Objectives for Applicants" section of the SCDP A-Z Guide, found on our website.

ELIGIBLE APPLICANTS/MULTI-COMMUNITY APPLICATIONS

Eligible Applicants are cities with a populations under 50,000 and counties and townships with an unincorporated population under 200,000. In order to be considered eligible, an applicant must be in substantial compliance with all applicable state and federal laws, regulations and executive orders that pertain to the CDBG Small Cities Development Program.

Applications submitted jointly by communities must be approved by the governing bodies of all communities in the application. All communities must meet citizen participation requirements of the program and a cooperative agreement must be attached as an appendix to any Full Application. All participating communities must also meet all DEED contractual requirements. No more than three total communities can comprise one application. Eligible applicants must adhere to the application process instituted by DEED for the Program.

APPLICANT ELIGIBILITY REQUIREMENTS/RESTRICTIONS

Eligible Applicants may receive only one competitive award per grant year and no Eligible Applicant shall be included in more than one competitive application, whether as a primary applicant or as a

SF
\$25,000

⊗ \$72,500
(Family of 4)

⊗ 20%
Contribution

* \$40,000 Loan
5,000 Min

secondary applicant within a multi-city application. An Eligible Applicant may receive one federal Economic Development Grant (ED) from the Minnesota Investment Fund (MIF) in addition to a SCDP competitive grant each application year.

Eligible Applicants who received previous SCDP funding and/or administering entities managing SCDP projects are subject to a capacity and performance evaluation. Communities with past due monetary obligations, communities not current on all SCDP reporting, or communities with any federal audit findings, or findings from SCDP monitoring reports where findings are not being responded to in a timely manner, are not eligible to submit a preliminary proposal or application. Any administrative entity that is involved with a current SCDP project with SCDP findings that are not being responded to in an effective, timely manner are not eligible to be named as an administrator in a preliminary proposal or application.

CONTRACTING FOR PROFESSIONAL SERVICES WITH ADMINISTERING ENTITY (IES)

Federal procurement standards apply to the selection of administration of the CDBG funded projects. The Grantee and the administrator must enter into a written agreement and the agreement must remain in effect during any period that the administrator has a role with CDBG funds, including program income. Reference 24 CFR Part 570.503 and OMB Circular A-87 for guidance.

Applicants may not use SCDP funds or Program Income for professional services for the preparation of application materials.

Grantees are ultimately responsible for compliance with grant agreements and all environmental review requirements.

Per 2 CFR §200.301 and 2 CFR §200.331: For local units of government expecting to receive \$750,000 of federal funds or more in their fiscal The grantee will establish and maintain effective internal control over all sub-recipients (including administrators) of any awarded project. The internal control will provide reasonable assurance that the grantee is managing sub-recipients of an awarded project in compliance with federal statutes, regulations, and the terms of the conditions of a grant award.

FUNDING AVAILABILITY

The annual amount of funding that is made available from HUD through DEED varies. It is DEED's intention to provide SCDP funds in accordance to the following approximate allocations:

- Thirty percent (30%) for Single Purpose Applications
- Fifty-five percent (55%) for Comprehensive Applications
- Fifteen percent (15%) is designated for DEED's Federal Economic Development set-aside – MN Investment Fund Program (MIF). Allocation percentages may be modified by the Commissioner of DEED if the Commissioner determines that there is a shortage of competitive applications in any category.

At least 70% of the annual SCDP allocation will be awarded to activities that meet a LMI federal objective.

SCDP funding may be made available in the event of an Urgent Community Development need or the occurrence of certain federal or state declared disasters. Please contact the DEED representative assigned to your region for further information.

FORM OF FUNDING (GRANT)

DEED provides funds to communities in the form of a grant. The grant is provided to the grantee on a cost reimbursement basis. Awardees have the ability to sub-provide funds in the form of grants, deferred loans and/or installment loans. Financing terms for these funds must be specified within the application.

TYPES OF APPLICATIONS/LIMITS

The ***Single Purpose Application*** is used for **housing projects** which include one or more housing activities designed to increase the supply or quality of dwellings suited for the occupancy of the individuals and families; **or public facilities projects** which include one or more activities designed to construct, reconstruct, or install buildings or infrastructure which serve a community or neighborhood area. Single purpose public facilities would include streetscapes and public aesthetic amenities that are part of a larger renewal or beautification plan. With the Single Purpose application, aggregate funding cannot exceed \$600,000.

The ***Comprehensive Application*** is used for projects that include a combination of at least two interrelated activities which are designed to address community development needs, which by their nature must be carried out in a coordinated manner and/or require a coordination of housing, public facilities, or community development/revitalization activities. A comprehensive application must contain at least one housing activity and at least one non-housing activity. Each proposed activity must provide a reasonable proportion of significance to the overall project. For multi-community applications, each community's proposed activities must meet the definition of a comprehensive project in order for multi-community applications to be eligible as a comprehensive project. These projects must be designed to benefit a defined geographical area. The aggregate funding amount cannot exceed \$1.4 million and each activity within the application is limited to a maximum amount of \$600,000 which includes administrative dollars.

ELIGIBLE USE OF FUNDS

Funds from the Small Cities Development Program can be used to address the following activities:

- Housing Rehabilitation. This includes owner-occupied, single family, rental/multi-family units, and conversion
- Commercial Rehabilitation
- Public Facility Improvements: (i.e., water systems, sewer systems, drainage facility construction or improvements, etc.)
- Community Center/Facility
- Streetscape
- Public Aesthetic Amenities
- Assessment Abatement (restricted to households at 50% or lower of county median only)
- Acquisition/Rehabilitation (generally associated with disaster recovery activities)
- Acquisition/Demolition (generally associated with disaster recovery activities)

- Relocation (generally associated with disaster recovery activities)
- Other (see SCDP A-Z Guide and consult with SCDP before considering)

PRELIMINARY PROPOSAL/APPLICATION REVIEW

The review process for the Small Cities Development Program Application Process is designed to ensure that the limited amount of Small Cities Program funds available are awarded to communities that, at a minimum:

- Meet a Federal Objective With an Eligible Activity.
- Demonstrate a significant need, impact, and cost effectiveness for the proposed activity(s), and
- Document a strong degree of readiness for the activity(s) proposed within the application.

If during the review processes, it is determined that more information would be useful, or required items are missing from the preliminary proposal or application, the applicant will be contacted and given a specified amount of time to submit the items requested.

Applicants must use the format provided. All parts of the proposal or application that are relevant to the activity(ies) proposed must be completed. Insert the responses in the gray boxes provided.

Discard any pages that do not apply before submitting. Correspondence expressing support, interest statements, pictures, etc. may be added as attachments.

Responses to the questions should be clear and concise. Submission of an Application does not guarantee funding. All Applications will be evaluated using selection criteria established by policy outlined in Minnesota Administrative Rules, Chapter 4300, Community Development Block Grants. Applications will receive scores in the areas of Need, Impact, Cost Effectiveness and Demographics. Demographics are based on resident incomes and community tax capacity.

Additional program and reporting requirements can be found in the SCDP A to Z Guide and on the SCDP website.

TECHNICAL ASSISTANCE

Prior to the preliminary proposal and application deadlines, SCDP staff is available to provide technical assistance to questions regarding the application, program regulations, and program terms. These questions should be directed to the DEED representative assigned to the region where the project is proposed.

AWARD ANNOUNCEMENT PROCESS

Notice of funding awards will be announced and made available through DEED's website. Both awarded and non-awarded applicants will be notified of the decisions made within this application process.

SCDP APPLICATION TIME FRAMES

July 2018	SCDP Application Packet available on DEED web http://mn.gov/deed/government/financial-assistance/community-funding/
November 15, 2018, 4:30 PM	Deadline date for Preliminary Proposal
December 13, 2018	Preliminary proposal determination provided to applicants
February 28, 2019, 4:30 PM	Deadline date for SCDP Applications
June 2019	Awards Announced

APPLICATION SUBMISSION INFORMATION

The Application process for SCDP funding consists of two parts:

- Eligible applicants must submit **one original and one copy** of the preliminary proposal to the address listed below. The original and copy should be printed in color. SCDP staff will review and evaluate all preliminary proposals submitted to determine which projects are eligible and how competitive eligible projects would be in the application phase.

Minnesota Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351
Attn. Community Finance Division, SCDP

Preliminary Proposals must be received by DEED on or before 4:30 pm, Thursday November 15, 2018. Faxed or e-mailed applications will not be accepted.

- Communities with preliminary proposals deemed Competitive or Marginally Competitive from the screening process will be permitted to submit an application. If a preliminary proposal is deemed Not Competitive through the review process, technical assistance with DEED concerning possible resubmission for future funding will occur after awards are announced. Following the preliminary proposal review, communities choosing to submit an application must submit **one original and one copy**, including necessary attachments, to the same address provided for the preliminary proposal submission.

Applications must be received by DEED on or before 4:30 pm on Thursday, February 28, 2019. Faxed or emailed applications will not be accepted. Application deadlines are firm, no exceptions.



Carver County Community Development Agency

Carver County Community Land Trust Expansion Proposal

The Carver County Community Development Agency (CDA), as administrators of the Carver County Community Land Trust (CCCLT) Program is considering expanding the program throughout Carver County. Carver County Community Land Trust currently has 28 homes within the land trust and is in the process of adding an additional 4 to 5 homes in the City of Waconia. While the majority of the homes are located in Chaska, homes are also in Waconia and one home is in Victoria.

The CDA is considering submitting an RFP application to Minnesota Housing Finance Agency Community Homeownership Impact Funds (MHFA) in the Spring of 2019 to expand the model countywide. This model would be buyer driven and allow land trust buyers a choice in choosing the community they wish to reside in. We are looking for support from area large employers, philanthropic, community leaders and elected officials. Past applications have been supported by Carver County CDA, the City of Waconia, Ridgeview Medical Center, Kleinbank, CCR Homes and David Falk.

The CDA understand the importance of submitting a strong RFP. Our experience has shown us that consolidated applications and local government support add great value and additional scoring for the RFP, our past two applications were funded because of the varied community sources for leverage.

There are many benefits to a City that participates in a Community Land Trust Program. First and foremost, it is all about equity for the people you serve — hard-working wage earners in your community. People who have good, bankable credit. People whose children attend schools with your children. People who provide important work in the community. People who volunteer and worship with you. People who just happen to earn a little too little to afford to buy a home but would benefit themselves and their communities by achieving the stabilizing dream of homeownership. Additionally, Cities that participate in CLT's increase their Housing Performance Scores which increases the opportunity to additional funding for the City. Points are awarded for having the program, each unit in the Community and every single resale for generations to come. The tools used to support the CLT program can also have an impact on HPS. CLT's are a win-win for communities and hard-working families.

Homeownership is often considered the “American Dream.” Owning a home provides an opportunity for families to create and build wealth. Beyond being a sound investment, homeownership means that people have a personal stake in where they live. As homeowners, we tend to take pride — in our property, neighborhood and community — and are motivated to participate in decisions that impact hearth and home. Working together, we can increase access to affordable homeownership in Carver County and your city, making a better home and community for us all.

What is a CLT:

A Community Land Trust (CLT) is an organization created to acquire and hold land for the benefit of a community while providing access to *permanently affordable housing*. This 40-year old model is at work in over 225 communities throughout the nation.

Minnesota CLT organizations have created more than 1,250 affordable home that will remain affordable when they are sold. That is the uniqueness of the community land trust: when a homebuyer wants to sell a home purchased through a CLT the sell to another qualified person or family.

This “people focused approach” is one that we believe makes the critical difference. CLT homeownership is not only good for the homebuyers but for the whole community and here are five reasons why:

- We require **30 year fixed-rate mortgages**. Our commitment to long-term success means greater stability.
- CLT homeowners have **one thirtieth the risk of foreclosure** compared to traditional homeowners.
- Our **owner-occupancy requirement** leads to greater community investment.
- Land trusts **recycle the funds that build affordability**; a real plus in times of scare resources.
- We support **homeowners with pre and post-purchase education** and, in some cases, reserve accounts to support them in saving for household improvements and repairs.

History of the Carver County Community Land Trust:

The Carver County CLT first started as the Chaska Community Land Trust. In 2002, a group of concerned community leaders realized that home prices in Chaska were reaching all time highs and becoming unaffordable for many people: teachers, nursing assistants, police officers were unable to afford the average home in Chaska. This group realized the value in the land trust model and formed the Chaska CLT. The CLT focused on building and acquiring homes in Chaska, severing the land from the title and holding it for 99 years. This model made these homes affordable to families and individuals that made between 30% - 80% median area income. The mission of the Chaska (CCLT) was “to preserve the quality and affordability of housing for present and future residents of the City of Chaska”.

The Chaska CLT had many partners and supporters: The City of Chaska, Large area Employers, builders, real estate agents and the Carver County CDA. The CDA role in land trust was to educate homebuyers on the home buying process, responsibilities of homeownership and the community land trust model. This unique public-private partnership provided the capacity to grow rather quickly. The Chaska CLT approached the CDA and asked that we help facilitate to take the model Countywide.

Quick growth can be both good and bad. The growth of the CLT came at a time when real estate values were skyrocketing. In Chaska, values were going up 8% a year, then came the real estate crash. Along with the mortgage mess, funding was also becoming difficult to attain. The Chaska

CLT reached out to Carver County CDA asked that the CDA assume the responsibilities of the CLT and become the long-time stewards of the program and land.

Through its mission statement, The Carver County CDA provides affordable housing opportunities and fosters community and economic development in Carver County, provided the ground work for the transition to begin. Having the capacity and a similar vision, the CDA felt a responsibility to assist the City of Chaska and the homeowners of CLT homes to ensure the program would succeed. With the CDA assuming the CLT as a program we administer, we were able to effectively cut costs while continuing to grow the program, adding additional homes to the program. We were able to sustain the program through the difficult foreclosure years while keeping our homeowners in their homes. We will have 32 homes in the CLT model at year end. Most importantly, the initial investment in these original 19 homes has been protected and leveraged over time. We have assisted with both traditional and short sales and prevented foreclosures for CLT homeowners. Since 2003, the CLT program in Carver County has assisted 55 families achieve the dream of owning a home in our Communities.



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Proud FFA Community signs

Jim Mesik <jmesik@central.k12.mn.us>

Fri, Oct 5, 2018 at 11:58 AM

To: Kaarin Foede <kaarinfoede@gmail.com>

Cc: Robynne Schoenbauer <RobynneS@wmmueller.com>, Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>, Steve Helget <shelget@cityofnya.com>, m.lein@ci.cologne.mn.us, Samantha Schoenbauer <sls092700@gmail.com>

Hi all!

I'm glad to see this conversation has started. I've thought it would be great to have such signs for quite a while but just have not gotten to it. It was great to hear Sam bring them up recently. Just so you all know, we're already an FFA Community, since there is an FFA chapter here at Central. I do hope that we are able to make the community proud of our accomplishments as well. :)

Regarding access to the signs, I have emailed one of the state-level FFA personnel about them. She's looking into it. We're not sure what the cost would be. If they are too pricey, I'm sure we can get a local sign-making company to do them for us. In that case, we'd have the option to personalize the signs a bit as well.

If we're going to put at least one sign in NYA, I would also like to get at least one for Hamburg and one for Cologne. Do any of you know who we should reach out to from those two towns to go over the details?

Thanks,

Jim Mesik
Central Public Schools Ag Ed Dept.
Norwood Young America FFA
[531 Morse St.](#)
[NYA, MN 55368](#)
952-467-7145

[NYA FFA Website](#)

[Quoted text hidden]



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Proud FFA Community signs

Jim Mesik <jmesik@central.k12.mn.us>

Sun, Oct 14, 2018 at 6:51 AM

To: Matt Lein <m.lein@colognemn.com>

Cc: Robynne Schoenbauer <RobynneS@wmmueller.com>, Kaarin Foede <kaarinfoede@gmail.com>, Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>, Steve Helget <shelget@cityofnya.com>, Samantha Schoenbauer <sls092700@gmail.com>

Hi everyone!

Sorry for my delayed response. It's been a very busy stretch.

I'll check-in here with an update. First off, just to clarify, since students from Cologne, Hamburg, and Norwood Young America all attend Central Public Schools, each of the three cities are FFA Communities. We offer FFA membership to students at Central in grades 7-12. Even though no one is actually going into an ag class in Cologne (or Hamburg), they are able to attend them, and be a part of FFA, at Central in NYA. A similar comparison can be found in Green Isle. There are no ag classes there, but since many of their students go to high school in Arlington at Sibley East, they have a "Proud FFA Community" sign up by there.

I have heard an update from one of the state-level FFA leaders. There's actually quite a bit of interest in buying signs across the state by other chapters, so they're working on putting together a large batch order. I said we are interested in buying at least 3 of them. The FFA chapter would like to put at least one sign up for each city in our district. If there were an opportunity to put up a second sign in one or more of the towns, we'd be interested in that, too.

The price per sign is in the \$26-30 range, depending on the quantity being ordered. I am assuming that other such signs up in towns (Yellow Ribbon, various civic organizations...) cover the cost of the sign. If that is the case, our FFA chapter is prepared to fund the sign purchases. It is in the best interest of everyone to get the word out that we have FFA in Central.

Let me know what you think.

Thanks,

Jim Mesik
Central Public Schools Ag Ed Dept.
Norwood Young America FFA
531 Morse St.
NYA, MN 55368
952-467-7145

[NYA FFA Website](#)

[Quoted text hidden]



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Property assesent for 451 Maria Ave and 400 Railroad

Quinn P. O'Reilly <QPoreilly@mhslaw.com>

Fri, Oct 12, 2018 at 10:41 AM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Jeremy,

In short, I do not think the City has much of a role in this dispute. I took a look at the storage container using Google Street View. I do not think it really matters to my analysis, but is the neighbor alleging the entire length of the storage container is on his property, or is the back corner overhanging his property? Again, it's probably not relevant to the City's role, but I am curious if this is something that could be fixed simply by moving the container slightly, or if it is simply physically too large for the allotted space.

To the main question, I do not think the City has any role here. The City approved the Conditional Use Permit (CUP) and imposed certain conditions. Unless the conditions have been violated, the property owner is entitled to continue using the storage container. CUPs actually run with the land, not a particular land owner, so in general, a CUP is still in effect even after a property is sold. However, in this particular case, one of the conditions is the storage container can only be used for the current business, so as soon as they cease operations, the CUP is no longer effective.

The only condition that might be violated is the condition requiring compliance with Hamburg City Ordinances. I suspect the City does not have an ordinance requiring all buildings to be on the property owner's own property. If the City did have such an ordinance, then I suppose the City would need to take action to determine whether that ordinance provision has been violated. Because I suspect the City does not have such an ordinance, the City would have no basis, under the CUP, to require removal of the storage container.

I can certainly understand Mr. Tollefson's frustrations. However, this is a purely private dispute between property owners as to where the property line is located. Given the storage container is required to be removed when the business moves, it seems the best option for all parties may be to simply wait until the sale of the property has occurred.

I hope that is helpful. Please let me know if you have any questions.

Thanks,

Quinn P. O'Reilly

Attorney

Melchert Hubert Sjodin, PLLP

(952) 442-7718

qoreilly@mhslaw.com



MELCHERT • HUBERT • SJODIN

Attorneys at Law

www.mhslaw.com

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2007-06**

**RESOLUTION APPROVING VARIANCES FOR
A TEMPORARY STORAGE BUILDING FOR BRYAN MALZ
FOR PROPERTY LOCATED AT 400 RAILROAD STREET**

WHEREAS, Bryan Malz is applying for variances to construct a temporary storage building in conjunction with his business, Timberline Wood Products, on property located at 400 Railroad Street.

WHEREAS, the property located at 400 Railroad Street is zoned "B" Business District according to the City of Hamburg official zoning map.

WHEREAS, subsection 4.2, of Section 10 "B" Business District of Chapter 5 – Zoning, Subdivision and Land Use Ordinance requires that the following setback distances between a storage building and the property lines:

1. a minimum front yard of twenty (20) feet,
2. a minimum corner side yard of thirty (30) feet, and
3. a minimum rear yard of five (5) feet.

WHEREAS, subpart u., of subsection 2.3, (2) Off-Street Parking of Section 12 Special Provisions of Chapter 5 – Zoning, Subdivision and Land Use Ordinance requires that four parking spaces plus (1) for each 400 sq. ft. of floor area be provided for manufacturing, fabricating or processing of a product or material uses.

WHEREAS, Bryan Malz has submitted a request for a front yard, corner side yard and rear yard setback variances from the "B" Business District zoning district standards and a variance for the number of parking stalls from the off-street parking standards for the purpose of constructing a temporary storage building.

WHEREAS, the requested variances are as follows:

4. Front yard setback (south): from 20' to 0',
5. Side yard setback (west): from 30' to 1',
6. Rear yard setback (north): from 5' to 1',
7. The number of required parking stalls: from 7 required spaces to 0 spaces

WHEREAS, the City Council held a public hearing on January 23, 2007 to consider the requested variance.

WHEREAS, in a letter to the City dated February 26, 2007, Bryan Malz agreed to allow the City to extend the 60 day review period for the requested variances to March 23, 2007 to allow time for the City to investigate building and fire code requirements that may apply to the temporary storage building.

THEREFORE, BE IT RESOLVED, that the City Council of Hamburg, Carver County, Minnesota, hereby approves the following variances for the temporary storage building:

1. Front yard setback (south) variance from 20' to 0',

2. Side yard setback (west) variance from 30' to 1',
3. Rear yard setback (north) variance from 5' to 1', and
4. A variance for the number of required parking stalls from 7 required spaces to 0 spaces.

upon the finding noted below:

1. The proposed storage building is temporary in nature,
2. There is no feasible location on the property to allow for temporary storage.

THEREFORE, BE IT FURTHER RESOLVED, the approval of the requested variances for the temporary storage building is subject to the following conditions:

1. The variances shall only apply to the temporary storage shed for Timberline Wood Products. Once the storage shed is removed from the Timberline Wood Products property, the variances shall immediately expire and no longer be applicable to the buildings or the property.
2. The parking of vehicles on the street shall not interfere with the driveways of nearby properties and shall not impede any street or utility maintenance activities performed by the City.
3. The temporary storage shed shall comply with all requirements of the City of Hamburg Code of Ordinances and the Building Code.

I CERTIFY THAT the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 13th day of March, 2007.

Michael Buckentin, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk/Treasurer

CITY OF HAMBURG
City Clerk/Treasurer – PO Box 248
181 Broadway Ave., Hamburg, MN 55339

*City Office: (952) 467-3232 Fax: (952) 467-3119 TDD: 711 Email: CityAdmin@CityofHamburgmn.com
City Website: CityofHamburgmn.com*

October 15, 2018

Timberline Wood Products
Attn: Bryan Malz
400 Railroad Street
P.O. Box 96
Hamburg, MN 55339

Dear Timberline Wood Products (Bryan Malz):

I am sending this letter to remind you of the terms of the Conditional Use Permit (CUP) that were granted on March 13, 2007, for the temporary storage container on your property.

One of the conditions of the CUP is the storage container is temporary and can only be used for the current business (Timberline Wood Products), so as soon as you cease operation at this location the CUP is no longer valid. The storage container must be removed when the business moves and/or sells. Please see the attached copy of the CUP for reference.

If you have any questions or concerns feel free to contact me.

Sincerely,

Jeremy Gruenhagen
City Clerk-Treasurer
City of Hamburg

cc: enclosure



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

**PROPOSED SCHEDULE
WATER TOWER REPLACEMENT
HAMBURG, MINNESOTA
OCTOBER 5, 2018**

Task	Date
Start Design	October 2018
Submit Plans to MDH	January 2019
Bid Project	February 2019
Award Contract	March 2019
Start Construction (New Water Tower)	April 2019
Complete Construction	September 2019
Start Demolition (Old Water Tower)	October 2019
Complete Demolition	November 2019
Close Out Project	December 2019

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Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Water Tower Schedule

Justin Black <jblack@sehinc.com>
To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>
Cc: Kevin Young <kbyoung@sehinc.com>

Tue, Oct 9, 2018 at 10:29 AM

Jeremy,

These are the cost estimates outlining the various tank sizes. These are construction costs only and do not include any engineering or project related costs. Your current average daily use is about 33,000 gallons.

Project Component	Water Tower Opinion of Probable Cost		
	50,000 gallon	75,000 gallon	100,000 gallon
Water Tower	\$ 600,000	\$ 625,000	\$ 660,000
Water Tower Mixer	\$ 12,000	\$ 12,000	\$ 12,000
55,000 Water Tower Demolition	\$ 30,000	\$ 30,000	\$ 30,000
Connection to Distribution System	\$ 10,000	\$ 10,000	\$ 10,000
Fiscal, Legal, Admin, Environmental	\$ 32,600	\$ 33,850	\$ 35,600
Contingency	\$ 65,200	\$ 67,700	\$ 71,200
Total	\$ 749,800	\$ 778,550	\$ 818,800

Justin Black, PE | Project Manager
SEH | 1390 Highway 15 South, Suite 200 | PO Box 308 | Hutchinson, MN 55350
320.204.0214 direct | 952.913.0702 cell | 888.908.8166 fax
www.sehinc.com
SEH—Building a Better World for All of Us™

From: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>
To: "jblack@sehinc.com" <jblack@sehinc.com>
Date: 10/09/2018 09:26 AM
Subject: Re: Water Tower Schedule

Justin,

I will move you to the end of the Agenda!

Jeremy Gruenhagen
City Clerk-Treasurer
P.O. Box 248
181 Broadway Avenue
Hamburg, MN 55339
952-467-3232



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Water Tower Schedule

Kolstad, Chad (MDH) <chad.kolstad@state.mn.us>

Tue, Oct 9, 2018 at 12:19 PM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>, "jblack@sehinc.com" <jblack@sehinc.com>

Cc: "Sabie, Becky (PFA)" <rebecca.sabie@state.mn.us>, "McCormack, Simon (MDH)" <simon.mccormack@state.mn.us>

Hi Jeremy,

Per our discussion, the maximum tower size that could be funded through the Drinking Water Revolving Fund is 75,000 gallons. Since the city's average daily usage is 33,000 gallons that would give the city over two days of storage. (The industry standard is one day of storage.) Too much storage can lead to stagnant water, tower freeze-up and water quality concerns so even if the city chose to fund this project without DWRf funds, MDH would very strongly recommend limiting the size of the tower to 75,000 gallons. If you still have questions, please don't hesitate to give me a call.

Thanks,

Chad

Chad Kolstad, P.E.

DWRf Program Coordinator

Minnesota Department of Health

625 North Robert Street

St. Paul, MN 55155

Phone: 651/201-3972 Fax: 651/201-4701

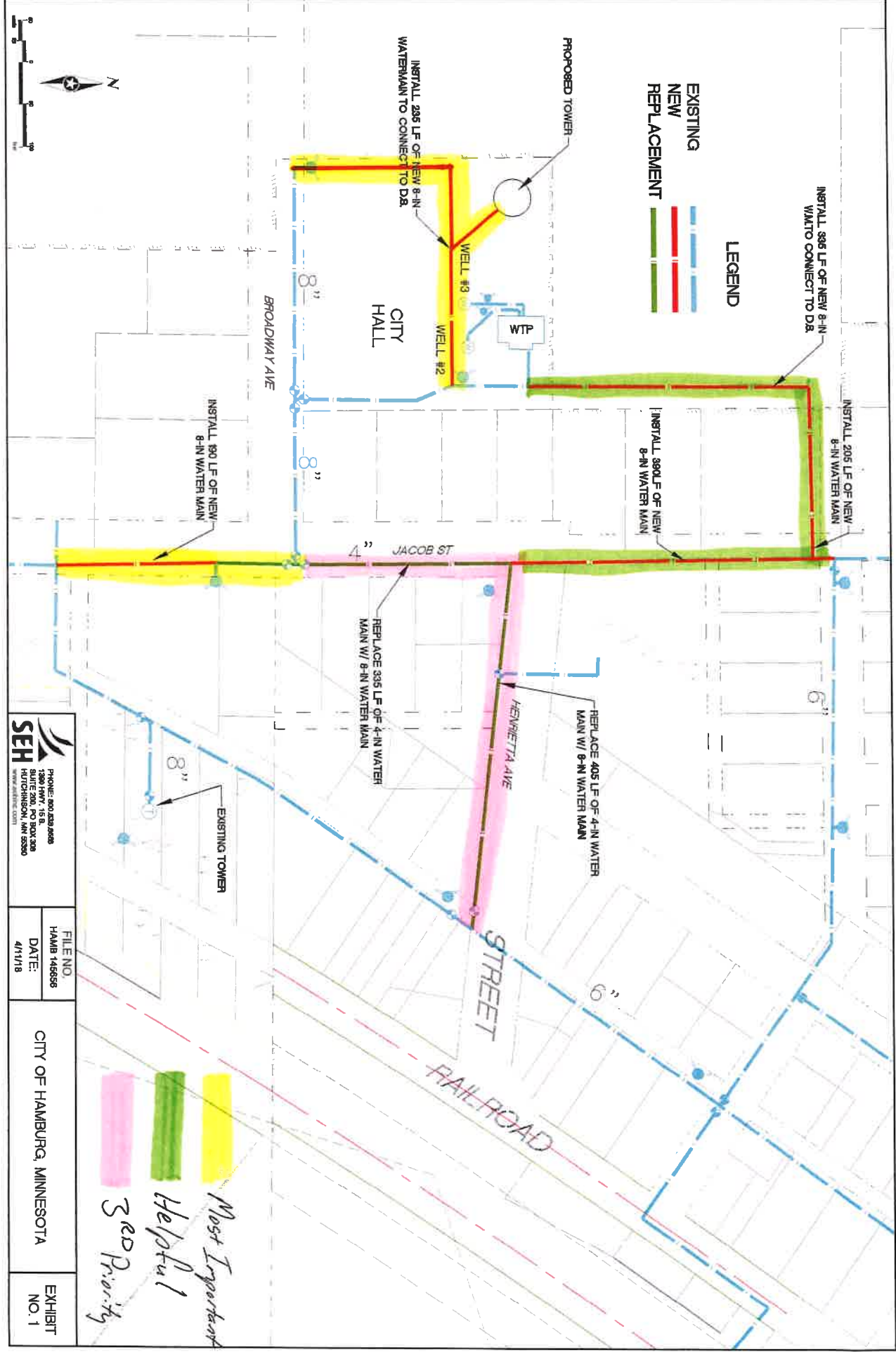
www.health.state.mn.us/divs/eh/water/dwrf/



From: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Sent: Tuesday, October 09, 2018 11:41 AM

To: jblack@sehinc.com





 PHONE: 800.232.2600

 200 HWY. 152

 SUITE 200

 HUTCHINSON, MN 55000

 WWW.SEHINC.COM

FILE NO.	HAMB 145656
DATE:	4/17/18

CITY OF HAMBURG, MINNESOTA

EXHIBIT NO. 1

Most Important
 Helpful
 3rd Priority