



## ***HAMBURG CITY COUNCIL AGENDA NOVEMBER 10, 2022***

1. **Call City Council Meeting to Order**
  - **Pledge of Allegiance**
2. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
3. **Agenda Review (Added Items) and Adoption**
4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Approve Payment of Added August Claims (\$1,265.58)**
  - **Approve Payment of Added October Claims (\$2,726.78)**
  - **Approve Payment of November Claims List (\$56,626.42)**
  - **Approve 2023 Service Agreement for Joint Assessment (Carver County)**
  - **Approve 2023 Prosecution Contract (Carver County)**
  - **Approve Cash Flow Statement for August 2022**
  - **Approve Time-Off Request(s) for Jeremy Gruenhagen**
  - **Mediacom Programming Changes & Rate Adjustments**
5. **Hamburg Fire Department**
  - **2023 HFD Officer Selection Process (Board Review)**
6. **Old City Business**
  - **Bobcat Toolcat Repairs**
  - **Predatory Offender Ordinance**
    - **Residence Restrictions for Designated Predatory Offenders Memo**
  - **Water Main Improvement Quotes (Old Water Tower)**
  - **PT Deputy Clerk/Utility Billing Clerk & FT Public Works Positions**
7. **New City Business**
  - **Stabilization Pond Repairs (Rip Rap)**
  - **Approve 2023 Policing Contract**
  - **Set Canvass Board Meeting for General Election for November 17, 2022**
  - **2022-23 Final Budget Items**
  - **Hold Second City Council Meeting on November 29, 2022**
    - **2023 Final Budget Workshop**
    - **Employee Review/Health Insurance Coverage**
  - **Set Public Hearing to Adopt City Fee Schedule for 2023 (December 13<sup>th</sup>)**



***HAMBURG CITY COUNCIL AGENDA  
NOVEMBER 10, 2022***

**8. City Council Reports**

- Councilmember Jason Buckentin (Streets)
- Councilmember Eric Poppler (Parks)
- Councilmember Jessica Weber (Buildings)
- Councilmember Tim Tracy (Water/Sewer)
- Mayor Chris Lund

**9. Adjourn City Council Meeting**

**UP-COMING EVENTS / RENTALS**

**COMMUNITY HALL**

**NOVEMBER**

- 12 Wedding Reception
- 18 Lions Fall Bingo

**COMMUNITY CENTER**

**NOVEMBER**

- 7 Mayors In
- 8 General Election – Voting 7:00 AM to 8:00 PM
- 10 City Council Meeting – 7:00 PM
- 11 Veterans Day – City Offices Closed
- 16 Young America Township Meeting – 7:30 PM
- 17 Canvass Board Meeting (?)
- 19 Community Center Rental
- 21 Hamburg Lions Club
- 22 City Council Meeting – 7:00 PM
- 24 Thanksgiving Day Holiday – City Offices Closed
- 25 Thanksgiving Holiday – City Offices Closed
- 28 HFD Relief Association

2022 August Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed. Social Security, MC - July 2022	\$3,645.40	8/16/2022
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - July 2022	\$700.00	8/16/2022
ACH	PERA	Divided	PERA Withholding - August 2022	\$533.10	8/16/2022
ACH	PERA	Divided	PERA Withholding - August 2022	\$524.10	9/13/2022
ACH	PERA	Divided	PERA Withholding - August 2022	\$832.25	9/13/2022
ACH	HealthPartners	Divided	Health Insurance for August 2022	\$3,469.06	8/16/2022
ACH	Optum Bank	General Gov't	HSA Admin Fee's for City Employees	\$30.00	8/16/2022
ACH	ZOOM	General Gov't	Audio/Video Conferencing App	\$16.09	8/16/2022
ACH	Google	General Gov't	Email Account Service	\$167.99	8/16/2022
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for July 2022	\$40.90	8/16/2022
ACH	Kwik Trip	General Gov't Bldgs	Non-Ox Gas	\$51.29	8/16/2022
ACH	Kwik Trip	General Gov't Bldgs	Non-Ox Gas (Late Fee)	\$49.71	8/16/2022
ACH	Jeremy Gruenhagen	Divided	August Wages	\$2,119.82	8/16/2022
ACH	Brandon Bracht	Divided	Wages 8/08/22 to 8/21/22	\$1,770.74	9/13/2022
ACH	Tamara Bracht	Divided	Wages 8/08/22 to 8/21/22	\$1,082.05	9/13/2022
ACH	Jeremy Gruenhagen	Divided	August Wages (Rounds)	\$2,225.60	9/13/2022
ACH	Verizon Wireless	Divided	City Cell Phone/Tablets Data Plan	\$129.31	9/13/2022
ACH	Optum Bank	General Gov't	City HSA Contribution 3rd Qtr 2022 (Brandon/Jeremy)	\$1,250.00	11/10/2022
Debit Card	Amazon	Sewer	2 Pack Dawn Dish Soap (Auto Delivery 8-02-22)	\$15.58	11/10/2022
Debit Card	Amazon	Divided	Cell Phone Otterbox Case and Screen Protector	\$75.38	8/16/2022
Debit Card	Amazon	Divided	Flag Gear Rings (Red, Blue)	\$39.16	8/16/2022
Debit Card	Amazon	Divided	6 US Flags	\$233.94	8/16/2022
Debit Card	Amazon	Park & Rec.	Beaded Flag Gear Rings	\$39.90	8/16/2022
Debit Card	Amazon	General Gov't	Fast Chargers for City Cell Phone (Office & Vehicle)	\$27.67	8/16/2022
Debit Card	MN Rural Water Association	Divided	Annual Operator Expo in Waconia	\$150.00	8/16/2022
Debit Card	USPS	General Gov't	EDDM Postage for August Newsletter	\$74.24	8/16/2022
Debit Card	Subway	General Gov't	Lunch for Election Judges	\$73.14	8/16/2022
Debit Card	Amazon	Sewer	2 Pack Dawn Dish Soap (Auto Delivery 8-16-22)	\$15.58	9/13/2022
Debit Card	Amazon	Sewer	2 Pack Dawn Dish Soap (Auto Delivery 8-29-22)	\$15.58	9/13/2022
Debit Card	Hamburg Post Office	Water	Water Samples Sent Priority Mail	\$32.60	9/13/2022
21204	212 Equipment	General Gov't Bldgs	Weed Whip Line Head, Backpack Sprayer	\$171.98	8/16/2022
21205	ASCAP	Hall	Entertainment License 1-1-22 to 8-14-22	\$20.64	8/16/2022
21206	Brandon Bracht	General Gov't	Mileage Reimbursement for Fire Hydrant Training	\$52.25	8/16/2022
21207	CarverLink	Divided	Internet Services - August	\$120.00	8/16/2022
21208	Cintas	Hall	Cleaning Towels, Dust Mop etc..	\$86.51	8/16/2022
21209	Clarke Mosquito Management	Public Safety	Mosquito Control (Invoice 3 of 3 for 2022 Season)	\$1,364.75	8/16/2022
21210	Coordinated Business Systems	General Gov't	Intermedia Monthly Charge Services and Equipment	\$57.29	8/16/2022
21211	Core & Main	Water	4 IPERL 3/4 Meters	\$620.00	8/16/2022
21212	ECM Publishers Inc.	General Gov't	Part-time Maintenance Worker Ad	\$124.40	8/16/2022
21213	Gopher State One	Divided	6 July Locates	\$8.10	8/16/2022
21214	Home Solutions	Divided	Razorback Shovel, Screws	\$50.03	8/16/2022
21215	Kranz Lawn & Power	Park & Rec.	3 Blades for Exmark Mower, Weed Trimmer Line	\$154.30	8/16/2022
21216	Lano Equipment	Public Works (Streets)	Filters for Bobcat	\$127.55	8/16/2022
21217	Loffler Companies	General Gov't	July Copies	\$46.64	8/16/2022
21218	McLeod Publishing	General Gov't	Part-time Maintenance Worker Ad	\$127.44	8/16/2022
21219	Melchert-Hubert & Sjodin PLLP	General Gov't	Storm Sewer	\$702.00	8/16/2022
21220	Menards	Divided	Cleaning Solutions	\$56.14	8/16/2022
21221	Mid-County Co-op	Divided	Weed Killer	\$363.50	8/16/2022
21222	MN Pump Works	Sewer	Replaced Air Release Valve at Force Main on Martha St.	\$2,643.40	8/16/2022
21223	MNSPECT, LLC	Public Safety	Building Permits @ 430 RR, 450 Brad, & 830 Park	\$1,232.71	8/16/2022
21224	Monica Trebesch	Public Safety	18 Dozen Cookies for NNO	\$100.00	8/16/2022
21225	Pearson Bros., Inc.	Public Works (Streets)	Seal Coating on Jacob St. & Donald Ave.	\$18,205.92	8/16/2022
21226	Viking Bottling Co.	Park & Rec.	Park Pop Machine	\$648.00	8/16/2022
21227	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for July	\$1,257.50	8/16/2022
21228	Wm. Mueller & Sons	Divided	Fuel for City Vehicles, Mower, BB Mower	\$391.44	8/16/2022
21229	Xcel Energy	Divided	Electricity/Natural Gas Services	\$1,126.47	8/16/2022
21230	Voided	Voided	Voided - Printer Damaged Check	Voided	8/16/2022
21231	Tamara Bracht	Divided	Wages 7/25/2022 to 8/07/22	\$1,095.45	8/16/2022
21232	Brandon Bracht	Divided	Wages 7/25/2022 to 8/07/22	\$1,791.63	8/16/2022
21233	Wm. Mueller & Sons	Public Works (Streets)	Final Payment for 2022 Street Imp Project	\$107,612.73	8/16/2022
21234	Bolton & Menk, Inc.	General Gov't	Professional Services for Lot Code Change, Garage, Sol	\$320.00	9/13/2022
21235	Bound Tree Medical, LLC	Public Safety (FD)	Medical Equipment	\$286.78	9/13/2022
21236	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for August	\$33.13	9/13/2022
21237	Cintas	Hall	Cleaning Supplies	\$86.51	9/13/2022
21238	Core & Main	Water	3 IPERL Meters and Touchpads	\$771.00	9/13/2022
21239	Ehlers Bond Trust Services	Stormwater	Annual Storm Sewer Bonds Disclosure Reporting 2022	\$750.00	9/13/2022
21240	Gordon Merck.	Water	Refund from Final Water Bill Overpayment	\$92.69	9/13/2022
21241	Home Solutions	Divided	Batteries, Wasp Spray	\$82.76	9/13/2022
21242	Kodru-Mooney	Sewer	Crispin Wastewater Valve	\$2,205.00	9/13/2022
21243	Lano Equipment	General Gov't Bldgs	Diagnostic Services for Toolcat	\$135.00	9/13/2022
21244	Melchert-Hubert & Sjodin, PLLP	General Gov't	Legal Fee's for Liquor License, Employment, Storm Sew	\$3,213.60	9/13/2022
21245	Mini Biff	Park & Rec.	Handicap Mini Biff Rental with Damage Waiver	\$148.92	9/13/2022
21246	MN Department of Health	Water	3rd Quarter Community Water Supply Service Conn. Fee	\$524.00	9/13/2022
21247	Norwood Electric	Park	Electrical work and parts for camera's	\$244.88	9/13/2022
21248	OEM Services Co.	Sewer	Repair Sewer Pond Aluminum Grate Cover	\$289.98	9/13/2022
21249	Per Mar Security Services	Sewer	Base Alarm Monitoring for Sewer Treatment Plant 9-3-20	\$101.49	9/13/2022
21250	Plunkett's Pest Control	General Gov't	City Hall & FD Dept. Pest Control 8-8-22	\$44.13	9/13/2022
21251	S.E.H. Inc.	Public Works	2022 Street Improvement Project	\$6,526.46	9/13/2022
21252	Team Lab Chemical Corp.	Sewer	Sonar Testing at Sewer Ponds	\$400.00	9/13/2022
21253	Xcel Energy, Inc.	Divided	Electricity/Natural Gas Services	\$1,703.63	9/13/2022
				\$177,848.91	
			August Claims	\$151,895.56	8/16/2022
			August Added Claims	\$24,687.77	9/13/2022
			August Added Claims	\$1,265.58	11/10/2022
				\$177,848.91	

## 2021 October Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - September 2022	\$3,035.88	10/11/2022
ACH	MN Dept of Revenue	Divided	State Withholding Tax Payment September 2022	\$589.00	10/11/2022
ACH	MN Dept. of Revenue	Divided	Sales & Use Tax for 3rd Qtr 2022	\$94.00	11/10/2022
ACH	PERA	Divided	PERA Withholding for September 2022	\$811.25	10/11/2022
ACH	PERA	Divided	PERA Withholding for October 2022	\$125.68	10/11/2022
ACH	PERA	Divided	PERA Withholding for October 2022	\$241.51	10/11/2022
ACH	Optum	General Gov't	HSA Admin Fee for Brandon Bracht (Final Payment)	\$226.65	10/11/2022
ACH	HealthPartners	Divided	Health Insurance for October 2022	\$3,469.06	10/11/2022
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$168.00	10/11/2022
ACH	ZOOM	General Gov't	Audio/Video Conferencing App (Monthly Fee)	\$16.09	10/11/2022
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for September 2022	\$30.60	10/11/2022
ACH	Verizon Wireless	General Gov't	City Cell Phone/Tablets Data Plan	\$129.21	10/11/2022
ACH	Kwik Trip	Park	Non-Ox Fuel for City	\$44.94	10/11/2022
DD	Brandon Bracht	Divided	Wages 9/19/22 to 10/03/22	\$1,358.91	10/11/2022
DD	Brandon Bracht	Divided	Final Payout of Vacation Leave (Hours)	\$835.43	10/11/2022
DD	Tamara Bracht	Divided	Wages 9/19/22 to 9/27/22	\$717.72	10/11/2022
DD	Jeremy Gruenhagen	Divided	October Wages (Rounds)	\$2,172.71	10/11/2022
DD	Jeremy Gruenhagen	Divided	October Wages (Rounds)	\$2,440.11	11/10/2022
Debit Card	Hamburg Post Office	Water	Water Samples Sent Priority MDH (Bac-T & Flouride)	\$33.60	10/11/2022
Debit Card	Amazon	Sewer	Dawn Dish Soap	\$15.58	10/11/2022
Debit Card	Amazon	Sewer	Dawn Dish Soap	\$17.00	11/10/2022
Debit Card	Amazon	Water/GG	Heater for Old Water Tower Fill Pipe MH/Camera Lens Protector	\$41.43	11/10/2022
Debit Card	Hamburg Post Office	General Gov't	Roll of Stamps	\$60.00	11/10/2022
Debit Card	US Postal Service	General Gov't	EDDM Postage for October 13, 2022 Newsletter	\$74.24	11/10/2022
21291	Bound Tree Medical, LLC.	Public Safety	Tape Clear 1 in x 1.5 YDS 500EA/CS	\$1.96	10/11/2022
21292	Carver County (CarverLink)	GG/Park/Hall	Internet Services October 2022	\$120.00	10/11/2022
21293	Carver County	Public Safety	3rd Qtr Police Contract Overtime	\$51.59	10/11/2022
21294	Carver County Attorney's Office	General Gov't	2022 Quarterly Prosecution Surcharge	\$108.44	10/11/2022
21295	Cintas	Hall	Cleaning Supplies	\$86.51	10/11/2022
21296	Coordinated Business Systems	General Gov't	Intermedia Monthly Equipment Base Rate	\$58.24	10/11/2022
21297	Dell Technologies	GG/Water/Sewer	Dell Latitude 5430 Rugged Laptop	\$1,783.92	10/11/2022
21298	Franklin Printing	General Gov't	5,000 Sheets of 100# Paper for EDDM Mailings for Newsletters	\$363.83	10/11/2022
21299	Gopher State One Call	Water/Sewer	September Locates (6 Billable Locate Requests)	\$8.10	10/11/2022
21300	Home Solutions	General Gov't	16 GB USB Flashdrive	\$16.19	10/11/2022
21301	Loffler Co.	General Gov't	September Copies	\$102.85	10/11/2022
21302	Melchert-Hubert & Sjodin, PLLP	General Gov't	Annexation/Easements/Employee Matters	\$12,506.90	10/11/2022
21303	Midwest Electric & Generator	Sewer	Generator Repairs - Solenoid, Fuel Plunger, Gasket, Battery	\$905.64	10/11/2022
21304	MNSPECT	Public Safety	Building Inspection Fees for September 2022	\$736.17	10/11/2022
21305	NAPA Auto Parts	General Gov't	Non-Chlor Brake Cleaner	\$12.98	10/11/2022
21306	Per Mar Security Services	Water	Base Alarm Monitoring for WTP 10-24-22 to 01-23-23	\$96.66	10/11/2022
21307	Total Compliance Solutions	General Gov't	Yearly Cost for Drug/Alcohol Testing (Oct 22-Oct 23)	\$160.00	10/11/2022
21308	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for September 2022	\$1,782.50	10/11/2022
21309	Wm Mueller & Sons, Inc.	Public Works/Park	Fuel for City Vehicles/Equipment/BB Lawnmower	\$333.62	10/11/2022
				\$35,984.70	
			October Claims	\$33,257.92	10/11/2022
			Added October Claims	\$2,726.78	11/10/2022
				\$35,984.70	

2021 November Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - October 2022	\$2,211.14	11/10/2022
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment October 2022	\$412.00	11/10/2022
ACH	MN Dept. of Labor	Divided	Building Permit Surcharge Report for 3rd Qtr 2021	\$21.58	11/10/2022
ACH	PERA	Divided	PERA Withholding - October 2022	\$888.25	11/10/2022
ACH	Google	General Gov't	Email Accounts (14) by Google G Suite	\$168.00	11/10/2022
ACH	HealthPartners	Divided	Health Insurance for November 2022	\$2,980.50	11/10/2022
ACH	Security Bank & Trust Co.	General Gov't	ACH Service Fees for October 2022	\$25.40	11/10/2022
ACH	Verizon Wireless	General Gov't	City Cell Phone Line	\$129.06	11/10/2022
ACH	ZOOM	General Gov't	Video Conferencing	\$16.09	11/10/2022
ACH	OPTUM Bank	General Gov't	HSA Admin Fee 4th Qtr 2022	\$33.75	11/10/2022
ACH	OPTUM Bank	General Gov't	City HSA Contribution 4th Qtr 2022 (Jeremy)	\$625.00	11/10/2022
DD	Jeremy Gruenhagen	Divided	November Wages (Rounds)	\$2,205.14	11/10/2022
DC	Amazon	Sewer	Dawn Dish Soap	\$17.00	11/10/2022
DC	Unhinged Pizza	General Gov't	Lunch/Dinner for Election Judges	\$86.00	11/10/2022
21310	Ancom Communications Inc	Public Safety (FD)	Instal APX Base Station Radio/Power Supply	\$383.00	11/10/2022
21311	Canon Financial Services	General Gov't	Canon Copier Gov't Contract for October	\$33.13	11/10/2022
21312	Carver County (CarverLink)	GG/Park/Hall	Internet Services for November 2022	\$120.00	11/10/2022
21313	Carver County (Sheriff's Office)	Public Safety	2nd Half 2022 Policing Contract	\$8,631.50	11/10/2022
21314	Carver County	General Gov't	2022 Assessment Contract	\$3,663.60	11/10/2022
21315	Cintas	CC/Hall	Cleaning Supplies (Rags/Mops)	\$86.51	11/10/2022
21316	Coordinated Business Systems	General Gov't	Intermedia Monthly Equipment Base Rate	\$58.18	11/10/2022
21317	ECM Publishers, Inc	General Gov't	PT Deputy Clerk & PW Maintenance Worker Ads	\$725.40	11/10/2022
21318	Gopher State One Call	Water/Sewer	October Locates (10 Billable Locate Requests)	\$13.50	11/10/2022
21319	Home Solutions	General Gov't	Garage Door Side Lock/Sealing Tape	\$43.17	11/10/2022
21320	Loffler Co.	General Gov't	October Copies	\$89.62	11/10/2022
21321	Lorri Gales	Public Safety (FD)	Batteries for HFD	\$23.43	11/10/2022
21322	McLeod Publishing	General Gov't	PT Deputy Clerk & PW Maintenance Worker Ads	\$1,280.37	11/10/2022
21323	Melchert-Hubert & Sjodin, PLLP	General Gov't	Annexation/MISC/Liquor License Matter (Ord #168)	\$2,800.60	11/10/2022
21324	Metronet	Divided	Fiber Phone Service for 11/10/22 to 11/15/22	\$17.32	11/10/2022
21325	Mini Biff, Inc.	Park & Rec.	Handicap Mini Biff Rental with Damage Waiver	\$148.92	11/10/2022
21326	MN Rural Water Association	Water/Sewer	Membership Dues for December 2022 to November 2023	\$300.00	11/10/2022
21327	MN State Fire Chief Assoc.	Public Safety (FD)	State Fire Chiefs Conference Registrations	\$1,280.00	11/10/2022
21328	MNSPECT	Public Safety	Building Inspection Fees for October 2022	\$367.38	11/10/2022
21329	MES, Inc	Public Safety (FD)	TecGen Fire Gear (Coat/Pant)	\$3,220.00	11/10/2022
21330	Nick Mackenthun	Public Safety (FD)	Fire Convention Expenses/Mileage	\$649.53	11/10/2022
21331	Performance Plus	Public Safety (FD)	Health & Fit Test & Mask Fit Testing	\$1,927.50	11/10/2022
21332	Plunkett's Pest Control	GG/Hall	Pest Control for CC/Hall (September 12, 2022)	\$152.86	11/10/2022
21333	S.E.H. Inc.	Water	Water Tower Demo - Plans/Specs & Bidding Documents	\$12,750.00	11/10/2022
21334	Steve Buckentin	Public Safety (FD)	Fire Convention Expenses/Mileage	\$621.47	11/10/2022
21335	Total Compliance Solutions	General Gov't	UD Services for Brandon Bracht	\$65.00	11/10/2022
21336	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for October 2022	\$2,988.75	11/10/2022
21337	Waste Management	Recycling	Compost Dumpsters for October	\$1,184.16	11/10/2022
21338	Wm Mueller & Sons, Inc.	Public Works/Park	Fuel for City Vehicles/Equipment/BB Lawnmower	\$209.96	11/10/2022
21339	Xcel Energy	Divided	Electricity/Natural Gas Services 8/31/22 to 10/02/22	\$2,972.65	11/10/2022
				\$56,626.42	

## (2022) SERVICE AGREEMENT FOR (2023) JOINT ASSESSMENT

This Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Assessor, (hereafter "County") and City of Hamburg, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as the Town.

WHEREAS, the Town desires to enter into an agreement with the County to provide for the assessment of property in said Town by the County Assessor's Office; and

WHEREAS, Minn.Stat. § 273.072 and Minn.Stat. § 471.59 permit such an agreement for joint assessment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2023. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of fourteen dollars and ninety four cents (\$14.94) per residential valuation, fifteen dollars and fifty four cents (\$15.54) per agricultural valuation, and sixteen dollars and sixty six cents (\$16.66) per commercial/industrial valuation (for the assessment of January 2, 2023) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15<sup>th</sup> of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

developed, maintained or received by the Town under this agreement may be released to the public by the Town. The Town agrees to indemnify and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of the Minnesota Government Data Practices Act by Town or its agents, assigns, or employees, including legal fees and expenses incurred to enforce this provision of this agreement.

- 7) **Mutual Indemnification.** The Parties' total liability under this Agreement shall be governed by Minn. Stat. § 471.59, subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Stat. § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

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.

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.

- 8) **No Joint Venture.** Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the County. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Town or employees of the Town performing services under this Agreement.

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any 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, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **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. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

11) **Default and Cancellation.** If the Town fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Town's default is excused by the County, the County may, upon written notice to the Town's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

<u>Town/City</u>	<u>County/Division</u>
Hamburg 181 Broadway P.O. Box 248 Hamburg, MN 5539-9405 Jeremy Gruenhagen	Ryan Johnson Carver County Assessor 600 E 4th Street Chaska MN 55318 rjohnson@co.carver.mn.us

12) **Subcontracting and Assignment.** Neither party shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the other party and subject to such conditions and provisions as the other party may deem necessary. The party attempting to subcontract or assign its obligations shall be responsible for the performance of all Subcontractors.

No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement,



or their successors.

- 13) **Nondiscrimination.** During the performance of this Agreement, the Town agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.
- 14) **Health and Safety.** Each party shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. Each party shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement.
- 15) **No Waiver.** Nothing in this Agreement shall constitute a waiver by the either party of any statute of limitations or exceptions on liability. If the either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 16) **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
- 17) **Applicable Laws.** The Laws of the State of Minnesota shall apply to this Agreement.

IN WITNESS WHEREOF, the City of Hamburg, has caused this Agreement to be executed by its Chairperson/Mayor and its City/Town Clerk by the authority of its governing body by a duly adopted resolution on

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

The County of Carver has caused this Agreement to be executed by its Chairperson and the County Assessor pursuant to the authority of the Board of Commissioners by resolution adopted on

This the 21st day of October, 2022.

CITY OF HAMBURG

COUNTY OF CARVER

By: \_\_\_\_\_  
Chairperson/Mayor

By: \_\_\_\_\_  
Gayle Degler/Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Jeremy Gruenhagen/Clerk

Attest: \_\_\_\_\_  
Dave Hemze/County Administrator

And: \_\_\_\_\_  
Ryan Johnson/County Assessor

## 2023 PROSECUTION CONTRACT

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

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

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

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

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

### **1. Enabling Authority.**

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

### **2. Purpose**

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

**3. Services.**

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

**4. Term.**

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2023, and extending through December 31, 2023.

**5. Payment for Services.**

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$380.20 is to be paid by the City of Hamburg to the Carver County Attorney's Office in four equal installments by April 15, 2023, July 15, 2023, October 15, 2023 and January 15, 2024.

**6. Ordinances.**

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

**7. Data.**

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

**8. Audit.**

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit,

excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

**9. Indemnification.**

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

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

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

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

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

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

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

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

**11. Termination.**

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2023.

**12. Merger and Modification.**

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

**Space Intentionally Left Blank**

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

**CITY OF HAMBURG**

**IN PRESENCE OF:**

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

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

**COUNTY ATTORNEY**

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

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

**IN PRESENCE OF:**

**COUNTY OF CARVER**

BY: \_\_\_\_\_  
Dave Hemze  
County Administrator

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

	Beginning Balance 1/1/2022	2022 Budget Income	2022 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 8/31/2022	
<b>General Fund</b>	<b>\$464,609.95</b>	<b>\$602,807.00</b>	<b>\$625,653.00</b>	<b>\$441,763.95</b>	<b>\$406,297.04</b>	<b>\$432,783.37</b>	<b>\$438,123.62</b>	
General Gov't								
Public Safety (Fire Dept.)								
Public Works (Streets)								
Sanitation & Recycling								
Parks & Recreation								
Comm. Hall								
<b>Special Revenue Funds</b>	<b>\$563,619.35</b>	<b>\$20,340.00</b>	<b>\$23,520.00</b>	<b>\$560,439.35</b>	<b>\$299.51</b>	<b>\$0.00</b>	<b>\$563,918.86</b>	
City Of Hamburg (Savings)	\$549,310.70	\$14,285.00	\$23,520.00	\$540,075.70	\$299.51	\$0.00	\$549,610.21	
Fire Equipment CD	\$14,308.65	\$6,055.00	\$0.00	\$20,363.65	\$0.00	\$0.00	\$14,308.65	
<b>Debt Service</b>	<b>\$20,343.77</b>	<b>\$30,927.00</b>	<b>\$42,112.25</b>	<b>\$9,158.52</b>	<b>\$15,463.44</b>	<b>\$16,576.25</b>	<b>\$19,230.96</b>	
<b>Total (Tax Revenue Funds)</b>	<b>\$1,048,573.07</b>	<b>\$654,074.00</b>	<b>\$691,285.25</b>	<b>\$1,011,361.82</b>	<b>\$422,059.99</b>	<b>\$449,359.62</b>	<b>\$1,021,273.44</b>	
<b>Enterprise Funds</b>								
Water	\$182,733.83	\$222,585.00	\$259,012.86	\$146,305.97	\$125,425.63	\$193,009.35	\$115,150.11	
Sewer	\$346,310.44	\$73,227.87	\$78,332.34	\$341,205.97	\$47,830.98	\$158,205.90	\$235,935.52	
Storm Water	\$99,350.11	\$70,582.60	\$69,848.44	\$100,084.27	\$45,091.27	\$70,437.38	\$74,004.00	
<b>Total (Enterprise Funds)</b>	<b>\$628,394.38</b>	<b>\$366,395.47</b>	<b>\$407,193.64</b>	<b>\$587,596.21</b>	<b>\$218,347.88</b>	<b>\$421,652.63</b>	<b>\$425,089.63</b>	
<b>Totals</b>	<b>\$1,676,967.45</b>	<b>\$1,020,469.47</b>	<b>\$1,098,478.89</b>	<b>\$1,598,958.03</b>	<b>\$640,407.87</b>	<b>\$871,012.25</b>	<b>\$1,446,363.07</b>	
<b>Debt Summary</b>	<b>Remaining Balance 1/1/2022</b>	<b>Remaining Assessment 1/1/2022</b>	<b>Cash &amp; Investments</b>	<b>2022 Principle Payments</b>	<b>Date Due</b>	<b>Paid</b>	<b>Maturity Date</b>	<b>Unfunded Balance 12/31/2022</b>
1992 Streets	\$0.00	\$2,040.20	\$0.00	\$0.00			2012	(\$2,040.20)
2007 Streets	\$30,000.00	\$0.00	\$8,227.27	\$15,000.00	2/1/22 & 8/1/22		2/1/2023	\$6,772.73
Cert. of Indebtedness (2018 Pumper)	\$45,600.00	\$0.00	\$12,116.51	\$22,800.00	10/31/2022		10/31/2023	\$10,683.49
Water Wells Project	\$15,000.00	\$0.00	\$0.00	\$15,000.00	2/20/22 & 8/20/22		8/20/2022	\$0.00
Water Treatment Plant	\$172,000.00	\$0.00	\$0.00	\$56,000.00	2/20/22 & 8/20/22		8/20/2024	\$116,000.00
Sanitary Sewer Improvements	\$104,088.23	\$44,540.25	\$0.00	\$16,000.00	2/20/22 & 8/20/22		8/20/2030	\$43,547.98
Storm Water Improvements	\$730,000.00	\$0.00	\$0.00	\$60,000.00	2/1/22 & 8/1/22		2/1/2032	\$670,000.00
Water Tower/Water Main Imp Project	\$1,315,305.20	\$0.00	\$0.00	\$52,000.00	2/20/22 & 8/20/22		8/20/2044	\$1,263,305.20
<b>Totals</b>	<b>\$2,411,993.43</b>	<b>\$46,580.45</b>	<b>\$20,343.78</b>	<b>\$236,800.00</b>				<b>\$2,108,269.20</b>



**Cash Flow Actuals**

	January	February	March	April	May	June	July	August	Totals
<b>Income</b>									
Property Taxes	\$1,206.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$288,103.12	\$0.00	\$289,309.47
Licenses & Permits	\$613.67	\$0.00	\$0.00	\$1,420.36	\$1,607.00	\$490.35	\$1,528.41	\$470.39	\$6,130.18
Ingenov't Receipts (Aids)	\$1,370.00	\$11,482.28	\$0.00	\$0.00	\$0.00	\$0.00	\$71,176.96	\$0.00	\$84,029.24
Charges for Services	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00
Assessment Searches	\$0.00	\$0.00	\$150.00	\$0.00	\$450.00	\$150.00	\$0.00	\$300.00	\$1,050.00
Comm Ctr Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,040.00	\$14,560.00	\$21,600.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
Fire Dept. Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700.00	\$0.00	\$0.00	\$1,800.00
Park Rentals	\$0.00	\$0.00	\$100.00	\$0.00	\$1,000.00	\$1,071.25	\$195.00	\$600.00	\$4,325.25
Hall Receipts	\$150.00	\$0.00	\$872.00	\$675.00	\$762.00	\$53.33	\$0.00	\$0.00	\$979.94
Fines	\$0.00	\$90.00	\$363.32	\$206.65	\$266.64	\$4,242.53	\$183.80	\$100.57	\$11,034.27
Misc. Receipts	\$4,932.05	\$799.22	\$40.55	\$12.00	\$723.55	\$0.00	\$0.00	\$0.00	\$6,487.37
Other Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Recovery	\$0.00	\$15.66	\$16.39	\$36.30	\$76.48	\$67.82	\$84.58	\$177.62	\$493.69
Interest Income (Checking)	\$18.84	\$0.00	\$67.72	\$0.00	\$0.00	\$231.79	\$0.00	\$0.00	\$299.51
Interest Income (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In	\$0.00	\$0.00	\$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	\$0.00	\$0.00
Debt Proceeds/Sale of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$1,773.33	\$0.00	\$0.00	\$0.00	\$3,968.67	\$0.00	\$5,742.00
Water Service	\$17,359.21	\$13,719.83	\$16,604.71	\$9,462.48	\$13,795.19	\$24,086.07	\$12,085.79	\$18,287.35	\$125,400.63
Sewer Service	\$5,219.55	\$4,791.92	\$5,248.18	\$3,529.14	\$5,373.87	\$8,353.50	\$4,409.10	\$5,727.16	\$42,652.42
Storm Water	\$6,032.30	\$5,444.70	\$5,510.91	\$3,787.17	\$5,385.78	\$8,467.66	\$4,555.74	\$5,907.01	\$45,091.27
	<b>\$36,901.97</b>	<b>\$36,343.61</b>	<b>\$30,767.11</b>	<b>\$19,579.10</b>	<b>\$29,440.51</b>	<b>\$47,914.30</b>	<b>\$393,331.17</b>	<b>\$46,130.10</b>	<b>\$640,407.87</b>
<b>Expenses</b>									
General Gov't	\$17,258.21	\$20,722.73	\$31,277.90	\$14,180.23	\$25,744.14	\$24,163.29	\$18,339.55	\$18,199.79	\$169,885.84
Public Safety	\$2,687.34	\$3,950.00	\$5,138.10	\$1,942.67	\$6,434.71	\$13,999.71	\$4,731.34	\$3,494.45	\$44,368.32
Public Works	\$4,302.11	\$15,970.07	\$3,386.79	\$61.88	\$11,192.65	\$2,740.48	\$2,140.36	\$133,980.42	\$174,274.76
Sanitation & Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$266.04	\$296.04	\$0.00	\$562.08
Park & Recreation	\$186.17	\$331.46	\$223.95	\$1,011.57	\$4,423.83	\$5,440.20	\$4,420.97	\$5,085.63	\$21,123.78
Hall Expenses	\$2,334.36	\$3,715.09	\$3,433.71	\$1,518.19	\$6,943.66	\$1,878.90	\$1,681.36	\$1,033.32	\$22,538.59
Debt Service	\$16,242.50	\$0.00	\$0.00	\$0.00	\$0.00	\$333.75	\$0.00	\$0.00	\$16,576.25
Capital Project Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$4,461.69	\$5,054.15	\$5,391.31	\$4,397.63	\$9,711.42	\$8,215.70	\$5,636.82	\$5,873.10	\$48,741.82
Sewer	\$6,708.07	\$3,136.67	\$91,642.41	\$3,404.41	\$15,967.42	\$6,773.99	\$4,665.64	\$8,599.95	\$140,898.56
Storm Water	\$0.00	\$0.00	\$0.00	\$571.20	\$112.75	\$55.00	\$0.00	\$750.00	\$1,488.95
Total Expenses	<b>\$54,180.45</b>	<b>\$52,880.17</b>	<b>\$140,494.17</b>	<b>\$27,587.78</b>	<b>\$82,530.58</b>	<b>\$63,887.06</b>	<b>\$41,912.08</b>	<b>\$177,016.66</b>	<b>\$640,488.95</b>
<b>Other Expenses (DEBT)</b>									
Wells/WTP Bonds	\$2,199.15	\$0.00	\$0.00	\$0.00	\$0.00	\$15,186.75	\$0.00	\$0.00	\$17,385.90
Water Imp. Bonds (2011)	\$4,186.41	\$0.00	\$0.00	\$0.00	\$0.00	\$58,012.40	\$410.16	\$0.00	\$62,608.97
Water Tower Project	\$6,390.93	\$0.00	\$0.00	\$0.00	\$0.00	\$57,881.73	\$0.00	\$0.00	\$64,272.66
Sewer Imp. Bonds (2011)	\$653.67	\$0.00	\$0.00	\$0.00	\$0.00	\$16,653.67	\$0.00	\$0.00	\$17,307.34
Storm Water Imp. Bonds (2011)	\$62,796.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,152.34	\$0.00	\$68,948.43
Total Other Expenses	<b>\$76,226.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$147,734.55</b>	<b>\$6,562.50</b>	<b>\$0.00</b>	<b>\$230,523.30</b>
<b>Checking Balance</b>	<b>\$1,583,462.72</b>	<b>\$1,566,926.16</b>	<b>\$1,457,199.10</b>	<b>\$1,449,190.42</b>	<b>\$1,396,100.35</b>	<b>\$1,232,393.04</b>	<b>\$1,577,249.63</b>	<b>\$1,446,363.07</b>	<b>\$1,446,363.07</b>
<b>Net Income (Loss)</b>	<b>(\$93,504.73)</b>	<b>(\$16,536.56)</b>	<b>(\$109,727.06)</b>	<b>08.68)</b>	<b>(\$53,090.07)</b>	<b>(\$163,707.31)</b>	<b>\$344,856.59</b>	<b>(\$130,886.56)</b>	<b>0.604.38)</b>

# CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: November 9, 2022

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: November 15, 21, 22, 29 (Off at 4:15)  
November 28 (Off at 4:00)  
November 18 (Off at 3:00)

How many **Vacation** hours will be used? 3 to 4 Hours

How many **Compensation** hours will be used? 0

Is there a **Holiday** during your time off? No

Will there be any time off **without pay**? No

Will there be any scheduled **Sick Leave** used? No

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

### City Council Approval

Date of Council Meeting: 11-10-2022

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

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

Jeremy Gruenhagen 11-9-2022  
Employee Signature Date

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

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



# **NOVEMBER CITY OFFICE HOURS**

**November 11, 2022 (Friday) – City Office Closed**

**November 15, 2022 (Tuesday) – 8:00 to 4:15**

**November 18, 2022 (Friday) – 8:00 to 3:00**

**November 21, 2022 (Monday) – 8:00 to 4:15**

**November 22, 2022 (Tuesday) – 8:00 to 4:15**

**November 24, 2022 (Thursday) – City Office Closed**

**November 25, 2022 (Friday) – City Office Closed**

**November 28, 2022 (Monday) – 8:00 to 4:00**

**November 29, 2022 (Tuesday) – 8:00 to 4:15**

**After Hours Call  
952-467-3232  
and Leave a Message**

**In Case of an Emergency  
Call 952-290-3541**



Xtream • Business • OnMedia

Theresa Sunde  
Senior Manager, Government Relations

Sent via email

October 13, 2022

Dear Hamburg Community Leader:

The purpose of this letter is to inform you that, on or about November 15, 2022, Mediacom will be implementing the following programming changes and rate adjustments:<sup>1</sup>

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge <sup>2</sup>	\$24.59	\$25.11	.52
Regional Sports Surcharge	\$8.81	\$9.16	.35
Variety TV	\$100.00	\$105.00	\$5.00

The decision to make price adjustments is always a difficult one. However, the fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC as well as regional and national sports networks continue to grow rapidly. In addition, supply chain challenges and labor shortages experienced over the past year have resulted in significant inflationary pressure across our business.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com)

Sincerely,

Theresa Sunde

<sup>1</sup> Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

<sup>2</sup> Mediacom bills monthly in advance. As a result, the increases for both the Local Broadcast Surcharge and Regional Sports Surcharge are based on our best estimate of the cost increases our company will incur for broadcast and regional sports programming. Mediacom will "true up" customer bills in a subsequent month if it turns out that our estimate was too high or too low.



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

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## November 10th Agenda

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**Steven Siewert** <chief1@cityofhamburgmn.com>

Mon, Nov 7, 2022 at 7:26 PM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Jeremy,

Sorry I missed your email I am up north deer hunting and don't get cell service. I only have the following,

Fd officer selection

Pera and Officer raises( if there are questions)

And to just let know that the toy drive and meat raffles will be starting up.

And are gun raffle is in full swing.

And if you guys have anything for me.

Steven Siewert

Hamburg Fire Chief

P.o box 213

952-239-9224

Station 952-467-3178

[Quoted text hidden]

# MELCHERT • HUBERT • SJODIN, PLLP

## MEMORANDUM

DATE: 11/4/2022  
TO: Kelly Dohm; City of Hamburg City Council  
FROM: Christophe Morschen  
RE: Residence Restrictions for Designated Predatory Offenders

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**Issue:**

1. Are ordinances which restrict registered predatory offenders from living in certain areas constitutional and enforceable?
2. Is the ordinance in the City of Victoria, Minnesota, regarding predatory offenders likely enforceable?

**Short Answer:**

1. Yes, ordinances which restrict where predatory offenders live can be constitutional and enforceable under Minnesota and United States law, however, there are certain caveats to this statement. The ordinances should be narrowly tailored to the purpose of protecting the health and safety of the citizens, including the children in the city, and the measures implemented must be rationally related to that legitimate city purpose. The measures should not be primarily punitive in nature. Finally, the ordinance should not apply to take away property interests already held by an individual offender – such as prohibiting someone from owning or living in a home they previously inhabited prior to the ordinance being enacted, or when a new facility is opened near their existing residence.
2. The City of Victoria, Minnesota, has an ordinance restricting predatory offenders from living within a certain distance of places where children are likely gathered. Its provisions are likely both constitutional and enforceable in many instances, but this issue of residency restrictions on predatory offenders remains an undecided issue by our Minnesota Supreme Court. It is possible that the City of Victoria's ordinance could be challenged as to its constitutionality.

**Analysis:**

**1. Constitutionality and Enforceability**

Though laws which restrict the residency of predatory offenders have been ruled constitutional, they remain susceptible to be challenged from a variety of angles including equal protection, due process, and as an *ex post facto* punishment. Cases litigating these challenges have been litigated in the Federal courts in Minnesota and the Eighth Circuit, but our Minnesota Supreme Court has not yet ruled on the issue.

Of these concerns, the *ex post facto* punishment argument appears to have the most continuing traction. The City of Hamburg should be aware of these litigation possibilities and understand that if such an ordinance is adopted, it is possible that an individual who is restricted or any citizen might challenge the constitutionality of the ordinance. The City should take steps to ensure that its process and the ordinance it establishes lend themselves to favorable review by a court. 8<sup>th</sup> Circuit appeals courts considering this issue have generally found residence restrictions on certain designated offenders to be constitutional. (*Weems v. Little Rock Police Dept*, *Doe v. Miller*, *Smith v. Doe*). Two cases in the Federal District Court of Minnesota have come down on opposite sides in their analyses of whether such ordinances are likely to be constitutional. (*Doe 1 v. City of Apple Valley* for the City of Apple Valley, and *Evenstad v. City of West St. Paul* for the plaintiff offender).

To be constitutional, an ordinance restricting the residency of predatory offenders: 1) must not be designed to impose a punishment on the offender; and 2) should not have effects which are so punitive as to be considered a criminal penalty rather than a civil enforcement measure. An ordinance which is designed and which states that it is intended to protect the health, safety, and welfare of the citizens is likely to pass the first requirement. Based on Minnesota caselaw (*Braylock et al. v. City of Dayton*), a restriction should also contain an exception which allows offenders to be placed at facilities operated by the State of Minnesota as rehabilitation facilities when required under Minnesota law.

There are numerous factors which courts examine when deciding whether a law meets the second requirement to be non-punitive. The list of factors considered by courts is generally stated as follows:

- 1) Is the restriction generally considered in our history and traditions as a punishment?
- 2) Does the restriction impose an affirmative disability or restraint?
- 3) Does the restriction promote the traditional aims of punishment?

- 4) Does the restriction have a rational connection to a non-punitive purpose?
- 5) Is the restriction excessive with respect to this purpose?

Courts when required to answer these questions generally examine the record of legislative or city council deliberations, what the law prohibits, whether an individual governed by the law can actually comply with the requirements, and whether the measures enacted are supported by what the legislator found in its deliberations. Important considerations related to each of the five factors are:

- 1) Is the restriction generally considered in our history and traditions as a punishment?

If the measure is only a *residency restriction* and not complete prohibition of an individual's presence, then it weighs in favor of being enforceable. If a person is prohibited from driving or walking near the identified places, from loitering, or other mere presence during daylight hours, then such a measure is less likely to be enforceable.

- 2) Does the restriction impose an affirmative disability or restraint?

Courts do not generally give this factor significant weight, but any restriction almost certainly imposes an affirmative disability or restraint.

- 3) Does the restriction promote the traditional aims of punishment?

Just as with the second factor, there is almost always some element of such a residency restriction which accomplishes traditional aims of punitive measures. However, the intent and aim of protecting the health and safety of citizens will often override this factor.

- 4) Does the restriction have a rational connection to a non-punitive purpose?

This factor is largely dependent upon the supporting materials and testimony received by the council for deliberation and discussion prior to voting on an ordinance



and may entail granular examination of the record of the city's deliberations. In many cases, the legislature or city council will take testimony from law enforcement officers, psychologists, and other experts regarding the danger posed by repeat predatory offenders. The city should base its decision on whether it has a good basis for concluding that a residency restriction will in fact deter or reduce the likelihood that a registered predatory offender will victimize a certain person or group of people. Generally, courts have found that restrictions which prevent offenders from living near areas where children gather have had a rational basis because the focus of the deliberations is often on how to protect children; however, for a rational basis finding to be made by a court, specific findings and evidentiary bases in the record are required.

In *Evenstad v. City of West St. Paul*, for example, the court examined the record of the city council procedure and noted that despite the fact the language of the ordinance cited the safety and welfare of the citizens, particularly children and vulnerable individuals, the testimony provided at the public hearing suggested the city also was motivated by concerns that "predatory offenders 'tend to change neighborhood character overnight,' and that a 'rapid influx' of such offenders 'can quickly degrade a community's sense of safety'." The Court had disapproving treatment of these statements, despite finding that there was a rational relationship between the ordinance and the stated nonpunitive purpose because "A law 'is not deemed punitive simply because it lacks a close or perfect fit with the nonpunitive aims it seeks to advance.'"

5) Is the restriction excessive with respect to this purpose?

Analysis of this factor involves an examination of the practical effects of the ordinance on the individuals whom it restricts. Several factors can influence how a court may view an ordinance such as how large the buffer zones created by the restrictions are, how much housing is available within the city outside of those buffer zones, and what categories of offender are covered by the ordinance.

Many ordinances restrict offenders from establishing residences within a certain number of feet of a school,

licensed day care, churches, parks, and playgrounds. The city's determination of which types of locations where children gather are affected and how far the restrictions reach can greatly impact how restrictive the ordinance is, and therefore how punitive it is. For example, if the City of Hamburg restricted designated predatory offenders from living within 2,000 feet of a park with a playground, the central location and size of the Bicentennial Park and the size of the City of Hamburg would effectively prohibit designated offenders from establishing a residence anywhere within the municipal boundaries of the City. The *Evenstad* decision did consider the effect of the West St. Paul ordinance of drastically limiting the opportunities for designated offenders to live within the city, though it noted that the Iowa state statute in question in *Doe v. Miller* was found constitutional despite being a 2,000-foot restriction and effectively prohibiting designated offenders from living within some small towns. Another 2,000-foot restriction in an Arkansas state statute was upheld in *Weems v. Little Rock Police Department*.

The types of offenders designated are also very important to the analysis. In *Weems*, the court noted that the Arkansas law in question was "on even stronger constitutional footing" than the one upheld in *Doe v. Miller* because it applied to offenders who had an individualized risk assessment, and the lack of an individualized assessment appears to have been one of the primary reasons why the court in *Evenstad* issued its injunction in favor of the plaintiff offender. In Minnesota, predatory offenders are given individualized risk assessment and assigned levels. Level III offenders are assessed to be the highest risk of reoffending, and an ordinance which limits its application to Level III offenders would have the added weight of this individualized assessment.

Finally, many ordinances and statutes creating residency restrictions for predatory offenders have exceptions which limit the application of the restriction in certain circumstances, such as those offenders who have already established their residence when the ordinance is enacted, when the offender was a minor at the time of conviction, when a new facility which creates a buffer zone is opened close to an offender's established residence, or if the place

where the offender establishes their residence is a facility operated by the State of Minnesota or the federal government. These exceptions can limit the City's exposure to some risk of litigation. Exceptions for state and federal facilities would prevent the ordinance from being preempted by state or federal law and should be included based on prior Minnesota case law. Exceptions for previously established residences limit claims that the ordinance amounts to a taking. Most ordinances do not apply to homes owned by designated offenders prior to the enactment of the restriction, however the Iowa state statute at issue in the Eighth Circuit case *Doe v. Miller* would have applied to homes owned by offenders where they did not have an established residence at the time of enactment. The matter was not squarely addressed in that decision, though the restriction in that regard may have been tacitly approved by the omission.

## **2. The City of Victoria's Ordinance**

The City of Victoria's ordinance is likely enforceable in many circumstances, though again it may be susceptible to constitutional challenges as any other restriction on offenders could be. Its purpose states a non-punitive purpose of protecting the safety and welfare of its citizens from Level III offenders.

This memo does not analyze the deliberations of the City of Victoria's council at the time the ordinance was passed, but on the face of the ordinance, the restrictions appear to satisfy the requirements of federal tests for the constitutionality of these types of ordinances. It restricts offenders from living near places where children gather and it only applies to Level III offenders, which benefits from being an individualized assessment on each restricted offender. It also contains relevant exceptions, including one which allows offenders to live with their parents or other family members, which is likely a quite large exception that may prevent the bulk of possible challenges to the enforceability of the ordinance. The statutes it cites appear to be consistent with the current effective statutes, with one typo noted in the purpose paragraph (which should read "Minnesota Statutes, Section 244.052. . ." and not "Section 244.52").

However, because the analysis for constitutionality of this type of ordinance is often made on a case-by-case basis, it could not be said that the same ordinance language applied to the City of Hamburg would

absolutely be enforceable as written – for example, the City of Victoria is larger than the City of Hamburg, and its restrictions may not be quite as restrictive if there are more possible locations which are not restricted by the ordinance.



Jeremy Gruenhagen &lt;cityadmin@cityofhamburgmn.com&gt;

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**2023 police contract rate**

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**Mike Wollin** <mwollin@co.carver.mn.us>

Fri, Sep 16, 2022 at 2:31 PM

To: Jeremy Gruenhagen &lt;cityadmin@cityofhamburgmn.com&gt;

Cc: Patrick Barry &lt;pbarry@co.carver.mn.us&gt;

Good afternoon Jeremy. I tried calling twice this afternoon as I was told you were at the fire station and given a phone number for that line. Yes, that is correct. Hamburg is a regional partner with Cologne and NYA in contract to make up FTE's for policing services. The increase converts mid-year from a 2080 FTE to a 2184 FTE and an increase in FTE of the regional partnership to 7 days a week during the afternoon/evening hours. It is actually a .05 of each 2184 FTE. Because that is proposed at 2 deputy FTE now it is .10. I could break it out if you'd like to say .05 – 2184 FTE, .05 – 2184, .05 - 2080 The contract still maintains a .05 portion of the M-F town liaison deputy. Please let me know if this answers your question or if you have any others.

Respectfully,

Mike

**From:** Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>**Sent:** Thursday, September 15, 2022 6:23 PM**To:** Mike Wollin <mwollin@co.carver.mn.us>**Subject:** Re: 2023 police contract rate

**EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

[Quoted text hidden]

# CONTRACT FOR POLICE SERVICES

## City of Hamburg

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of November, 2022 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Hamburg (hereinafter, the "City"), and, collectively known as the "parties".

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

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

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

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

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

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

### ARTICLE I

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

### ARTICLE II

1. POLICE SERVICES. The County agrees to provide 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 within the City's corporate limits of which the Sheriff and his duly assigned deputies shall exercise all the police powers and duties of city police officers as provided by Minnesota Statutes, Section 436.05.

1.2 The County shall solicit City input related to assignment of personnel before making assignments. The County shall give thoughtful consideration to the City's input and shall retain the full and unrestricted right to assign personnel as necessary.

- 1.3 The County shall pay for all training costs associated with assigned personnel to maintain POST licensure and any other agency authorized training.
- 1.4 At a minimum, the County shall provide the City with monthly, quarterly, and annual reports including but not limited to calls for service by offense type, hour of the day, and day of the week. Such reports shall include an arrest summary, traffic citation summary, and verbal warning summary. Additionally, the County shall provide monthly, quarterly, and annual reports showing the number of CSO hours and types of calls for service CSO's responded to within the corporate City limits.
- 1.5 The rendition of services, the standard of performance, the discipline of deputies, and other matters of incident to the performance of such services and control of personnel so employed shall be and remain in and under control of the County.
- 1.6 The rendition of services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the City.
- 1.7 At the City's request, the County (i.e., Sheriff's contract manager or designee) shall meet with the City to discuss any questions, concerns, or requested modifications to the type of services provided, or manner in which such services are provided. In the event a dispute arises between the parties concerning services provided pursuant to this agreement, the County shall in good faith discuss a plan with the City; however, the County retains the sole discretion in determining a solution to said dispute (e.g., reassignment of personnel, types of patrol, level of service available).
- 1.8 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

### ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services at the rate for additional hours identified under Article VII and the City shall make payment pursuant to Minnesota Statute, Section 471.425, subd. 2(a).

## ARTICLE IV

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

## ARTICLE V

### 1. PROVISION OF EQUIPMENT.

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

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

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

### 3. FINANCIAL LIABILITY. The City shall not be responsible or liable for the payment of any salaries, wages, or other compensation to personnel employed by the County to perform services under this Agreement. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

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

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



omissions of the other party.

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

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

For purposes of determining total liability damages, the parties are considered a single governmental unit and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1.

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

#### ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2023 to December 31, 2023. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. Unless otherwise terminated in accordance with Article VI, Section 3 of this agreement, this Agreement shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60<sup>th</sup>) day, whichever occurs first.
2. NOTICE.
- 2.1 If either party does not desire to enter into a contract for police service for 2024, such party shall notify the other party in writing by July 1, 2023.
- 2.2 The City, if electing to terminate or discontinue contracted services, or decrease contracted police services, the City shall still be obligated to pay all unpaid personnel costs (e.g. OT and annual carryover), incurred prior to termination.
- 2.3 On or before June 1 of the current contract year, the County shall notify the City of the estimated police contract rates for the following year. The County shall provide proposed police contract rates by October 1 of the current contract year.

2.4 Notice under the above provisions shall be sent to:

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

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

## ARTICLE VII

### MENU OF POLICE SERVICES

#### 1. POLICE STAFFING OPTIONS

##### 1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community.

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

The first eighty (80) 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 80 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 \$75.37 per hour.

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

1.2 PERSONNEL COST

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

Deputy –	.05 (2080 FTE) 1/1-6/31/23	\$3,000
Deputy -	.10 (2184 FTE) 7/1-12/31/23	\$6,281
Liaison Corporal	.05 (2080 FTE)	\$6,000
CSO - 130 hours		\$5,671

1.3 VEHICLE COST

Patrol Vehicle - .05	\$1,669
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1.4 TOTAL POLICE SERVICES \$22,621

2. PAYMENT. The County shall invoice the City for one half of the total contracted amount of the current year police staffing option cost hereunder, or \$11,310.50 to be paid on or before June 30 of the current contract year. The County shall invoice the remaining half, or \$11,310.50 to be paid on or before November 30 of the current contract year. The City shall promptly pay such invoiced amounts in accordance with applicable law. The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours, bill for additional hours or deduct from applied year end credit for unfilled deputy FTE hours.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.
4. POST REIMBURSEMENT. The County, upon receiving continuing education reimbursement, shall reimburse the city pursuant to the MN Administrative Rules, Peace Officer Standards and Training Board, Chapter 6700, part 6700.1800.

## ARTICLE VIII

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

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

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

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

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

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

SIGNED: \_\_\_\_\_  
Jeremy Gruenhagen, City Clerk/Treas.

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

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

COUNTY OF CARVER:

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

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

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

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

Attest

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

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

