



HAMBURG CITY COUNCIL AGENDA NOVEMBER 12, 2019

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 Minutes for September 17, 2019 & October 8, 2019**
 - **Approve Resolution Number 2019-09 (Polling Place for Year 2020)**
 - **Approve Temporary On-Sale Liquor License for Hamburg Lions on November 22, 2019 (Fall Bingo)**
 - **Approve Payment of Added June Claims List (\$400)**
 - **Approve Payment of Added October Claims List (\$43,088.01)**
 - **Approve Payment of November Claims List (\$177,577.88)**
 - **Approve Cash Flow Statements for July 2019**
 - **Approve Time Off Request for Jeremy Gruenhagen**
 - **Delinquent Utility Bills Report**

5. **Fire Department Report – Chief Scott Anderson**
 - **AutoPulse & Lucas Quotes**
 - **Hose Testing for HFD**
 - **\$2,500 Matching DNR Grant**
 - **2020 Selection Process (HFD Officers) – Board Review**

6. **Old City Business**
 - **Ehlers Inc. (Chris Mickelson)**
 - **Refinancing of G.O. Utility Revenue Bonds (Series 2011A)**
 - **City Water Tower Schedule**
 - **Approve Resolution 2019-10 (MN PFA Loan \$1,382,700)**
 - **Approve Post-Issuance Compliance Procedures & Policies**

7. **New City Business**
 - **Snowplowing Contract (2 Year) with Wm. Mueller & Sons**
 - **Policing Contract for 2020 to 2021**
 - **2019/2020 Budget Items**



***HAMBURG CITY COUNCIL AGENDA
NOVEMBER 12, 2019***

- **Second City Council Meeting for November 26, 2019**
 - **Employee Reviews (November 26, 2019 Meeting)**
 - **Health Insurance Coverage**
 - **Set Special Meeting for Budget Workshop Meeting**
 - **2020 Final Budget (December 3rd)**
 - **Set Public Hearing to Adopt City Fee Schedule for 2020 (December 10th)**
 - **Set Water/Sewer/Storm Water Rates for 2020**
- 8. City Council Reports**
- **Councilmember Jason Buckentin**
 - **Councilmember Tim Tracy**
 - **Councilmember Scott Feltmann**
 - **Councilmember Steve Trebesch**
 - **Mayor Chris Lund**
- 9. Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA
NOVEMBER 12, 2019***

COMMUNITY HALL & PARK ACTIVITIES

NOVEMBER

- 16 – Wedding Reception**
- 22 – Hamburg Lions Fall Bingo**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

NOVEMBER

- 2 – Community Center Rental**
- 3 – Youngwood 4-H Club**
- 4 – HFD Training**
- 4 – Hamburg Lions Club (YA Twp. Room)**
- 5 – Mayors In – 6:00 to 8:00 PM**
- 12 – Hamburg City Council Meeting – 7:00 PM**
- 12 – Young America Township Meeting**
- 18 – Hamburg Lions Club**
- 24 – Community Center Rental**
- 25 – Hamburg Fire Dept. (Relief Association) Meeting**
- 26 – Hamburg City Council Meeting**
- 28–29 – Thanksgiving Holiday (City Offices Closed)**



***HAMBURG CITY COUNCIL
BUDGET MEETING
SEPTEMBER 17, 2019***

Mayor Chris Lund called the Hamburg City Council Budget Meeting to order at 7:00 p.m. Those in attendance were Council Members Scott Feltmann, Tim Tracy, Jason Buckentin, Eric Poppler, and City Clerk Jeremy Gruenhagen.

Streets

Improvements needed on Jacob Street, Brad Street, Maria Avenue, and Louisa Street. Estimated low to high, the cost per street for basic Mill & Overlay is:

Jacob Street:	\$142,000 - \$160,000
Brad Street:	\$207,000 - \$233,000
Maria Avenue:	\$98,000 - \$110,000
<u>Louisa Street:</u>	<u>\$98,000 - \$110,000</u>
Approximate totals:	\$545,000 - \$613,000

- With the monies that are anticipated to be coming in over the next 5 years, along with the monies budgeted in the Special Revenue Funds for Street Improvements as well as LGA monies (if they are still available in the next 5 years) we will have approximately \$554,000.
- We will need to prioritize the street's according to their level of deterioration and consider adding \$5,000 - \$10,000 into the budget to cover the cost and take into consideration any cost increases over that 5 year period.
- Suggestion: Being that the mains are getting looped next year on Jacob, that may be a good time to complete the street repairs from Jacob/Scheele onto Railroad Street to the railroad tracks to get that area done.
- May be beneficial to reclaim and re-shape Maria Avenue, Louisa Street and Jacob Street, to smooth out the dips and cracks that milling and overlaying will not address.

***Jeremy to check with engineers to get a rough cost per sq. yard for Jacob street re-claiming.**



***HAMBURG CITY COUNCIL
BUDGET MEETING
SEPTEMBER 17, 2019***

- Will re-do Brad Street once the big trucks are done going down it for the George Street construction project.
- LGA may become the Small Cities Assistance Program. Not sure what the future holds for those monies, so we are not including that in the budget. Our goal is to have no assessments, thus the concept of using the LGA monies to improve the streets. 33% of area cities are assessing projects back to homeowners.
- William Street, Martha Street, and David Avenue would be the next streets.

Hall:

- New chest freezer is needed.
- Continue to replace old chairs (approx. 100 yet to be replaced)
- Hall Driveway, rough cost estimate of \$10-\$20,000 to reconstruct retaining wall and pave driveway.
- Monies in this year's budget to re-do the steps and will be available to complete that next year.
- Equipment - can be for chairs.
- Stamped concrete would cost \$4,000 to do the small bench area at the Hall. Sticking with pavers as they are more cost effective.
- Idea: Hall bathroom light timer

Park

- Park bathroom roof is budgeted for this year
- Both parking lots at Bi-Centennial Park will need to be re-done.
- Food stand needs to be re-roofed
- Upgrading the electrical at the park is in the current budget at \$6500.
- Budgeted \$1,000 for tree removal
- Parks and Rec. - built in a possible wage increase for part-time maint. employee.



***HAMBURG CITY COUNCIL
BUDGET MEETING
SEPTEMBER 17, 2019***

Idea: Transfer out \$10,000 into savings account for streets, \$10,000 for Hall, and \$5,000 for re-roofing food shelter.

General Budget

- Legal Fee's - look at and consider
- Consulting - \$13,000 for ordinance updates
- Repairs/Maint/Gov't funds - typical repairs and maintenance.
- Policing protection 6.3% increase.
- Unknown right now as to what the Cities contribution to the Relief will be.
- Increase in fire gear costs.
- Snow removal kept at \$11,000
- LED Lighting upgrades - Water Treatment Plant is next to be done

Wish List Item

Would like to budget for purchasing some Remote Shut-Off meters for the houses where the curb stops are not working. Remote Shut-off meters are \$500 but is cheaper than digging up and repairing curb stops.

Re-cap:

Reduce seal coating down to \$5,000 and then ear mark the rest to the parking lot at bi-centennial park, \$10,000 to future capital, add in re-roofing, add in \$20-25,000 into legal fee's. Still leaves us at no increase.

Looking to set the preliminary levy on Tuesday, September 24, 2019

MOTION: Councilman Tim Tracy moved to adjourn the Council Meeting at 7:50 p.m. Seconded by Councilman Jason Buckentin. Motion was unanimously approved with all Council Members present.

Submitted by:
Tamara Bracht
Deputy Clerk



**HAMBURG CITY COUNCIL MEETING
OCTOBER 8, 2019**

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 p.m. Those in attendance were Council Members Scott Feltmann, Tim Tracy, Eric Poppler, and Jason Buckentin, City Clerk Jeremy Gruenhagen, Scott Qualle with MNSPECT, FD Anthony Van Haften, and resident Dave Chadwick. Deputy Clerk Tamara Bracht was absent.

Agenda Review (Added Items) and Adoption

MOTION: Councilman Jason Buckentin moved to approve the Agenda as written. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Councilmembers were present.

Consent Agenda

- Approve Added Payment of September Claims List (\$8,824.12)
- Approve Payment of October Claims List (\$18,423.12)
- Approve Minutes for September 10, 2019 & September 24, 2019
- Approve Time Off Request (Jeremy Gruenhagen)
- MDH Nonvulnerable Wellhead Protection Plan Extension
- Delinquent Utility Bills Report
- 2020 Cities Contribution to HFDRA Pension Fund
- Highway 5/25 Project (Green Isle)

MOTION: Councilman Jason Buckentin moved to approve the Consent Agenda. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Councilmembers were present.

MNSPECT – Scott Qualle

- Building Permits Update

The new building code is estimated to come out in March 2020.

MNSPECT has been very busy and has grown from 22 employees to 26.

340 RR has been converted into a home without permits. Next steps would be: Send letter to respond within 15 days, if owner is non-compliant, a “do not occupy” order would be sent, then move to possible prosecution. If the building owner fails to make any needed corrections, MNSPECT would have to hire it out to be completed correctly. Council expressed concerns about potential issues with the basement and upstairs apartments, and instructed MNSPECT to send a letter giving 15 days to



HAMBURG CITY COUNCIL MEETING OCTOBER 8, 2019

respond. City staff will seek the city attorney's opinion on how to approach this issue.

Contract renewals: Other than just changing the dates to renew the contracts, we will be freshening up the verbiage to accommodate all communities we serve.

Hot topic issue: Some communities have been abusing the purpose of the building permit fees to create a large surplus in their budgets. The fees are there to cover the administrative costs of issuing permits and inspections. This issue is not a concern for Hamburg.

Hamburg Fire Department

- HFD Trainings

Invitation to council to attend Fire Department training's, to observe what is being taught. Monday, October 14th at 7:00 p.m. is hands-on Vehicle Extrication training, and Monday, November 4th is the Search and Rescue Trailer.

Old City Business

- Water Tower (Update)

They will begin constructing the tower on October 14th – they plan on finishing before Thanksgiving. They will be working Monday – Saturday. If they get behind, they will work Sunday's as well. The priming and painting will occur when the weather is warmer. The RV trailer in the park is the foreman's living quarters. Maguire Iron is willing to reimburse the city for any costs that are incurred.

New City Business

- Bids for Park Restroom (Re-roof/Soffit & Fascia)

MOTION: Councilman Jason Buckentin moved to approve the bid from Dan Oelfke Construction in the amount of \$3,872.51. Seconded by Councilman Eric Poppler. Motion was unanimously approved. All Councilmembers were present.

- MN PFA Loan for Water Tower (Term/Interest Rate)

Still hopeful on removing the old tower. Recommend inviting SHPO to a council meeting, also to enlist assistance from our representatives and Senator. SHPO is state run, but is under Federal programming.

Motion: Councilman Jason Buckentin moved to approve a 25-year MN PFA Water Tower Loan. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Councilmembers were present.



***HAMBURG CITY COUNCIL MEETING
OCTOBER 8, 2019***

- Refinancing of G.O. Utility Revenue Bonds
 - Series 2011A

This bond was for the 2011 storm sewer and pond improvements. Refinancing at a lower rate would save the city between \$18,000 - \$25,000 in interest.

MOTION: Councilman Tim Tracy moved to approve moving forward with the refinancing process of the 2011A G.O. Utility Revenue Bonds through Ehlers. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Councilmembers were present.

During the summer, Council approved for Carver County to sell the tax-forfeited land on Louisa Street at a future public auction. They need all Council Members to sign off on the approval.

City Council Reports

Mayor Chris Lund –

At the last Mayor's In time, the Personnel Committee met to go over city ordinances. We are looking at cleaning up some old language and addressing more current issues by inquiring with other area cities. More to come.

MOTION: Councilman Jason Buckentin moved to adjourn the Hamburg City Council Meeting at 7:35 p.m. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Councilmembers were present.

Submitted by:
Tamara Bracht
Deputy Clerk



***HAMBURG CITY COUNCIL MEETING
OCTOBER 8, 2019***

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2019-09**

**RESOLUTION REESTABLISHING PRECINCT AND
POLLING PLACE FOR THE CITY OF HAMBURG
FOR 2020 ELECTION YEAR**

WHEREAS, Minnesota Statutes 204B.16 sets forth the requirement that each municipality must designate by ordinance or resolution a polling place for each election precinct by December 31st of each year.

NOW, THEREFORE, BE IT RESOLVED, that the Hamburg City Council hereby establishes the boundaries of the voting precinct and polling place as follows:

- I. Boundaries of Voting Precinct: Entire City of Hamburg Corporate Limits.
- II. Precinct No. 1 - Hamburg City Hall at 181 Broadway Avenue, Hamburg, Minnesota.

I CERTIFY THAT the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 12th day of November, 2019.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk/Treasurer





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization		Date organized	Tax exempt number
Hamburg Lions Club		7/22/82	0239
Address	City	State	Zip Code
181 Broadway Avenue	Hamburg	Minnesota	55339
Name of person making application		Business phone	Home phone
Cindy McGuire		612-708-7993	
Date(s) of event	Type of organization		
November 22 2019	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Chris Lund	Hamburg	Minnesota	55339
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

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

Hamburg Community Hall 351 Henrietta Ave

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

N/A

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

Christensen Group \$ 1,000,000 each occurrence
 & 2,000,000 aggregate

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

2019 June Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - May 2019	\$2,719.24	6/11/2019
ACH	PERA	Divided	PERA Withholding - May 2019	\$467.24	6/11/2019
ACH	PERA	Divided	PERA Withholding - May 2019	\$735.19	6/11/2019
ACH	PERA	Divided	PERA Withholding - June 2019	\$409.34	6/11/2019
ACH	MN Dept. of Revenue	Divided	May 2019 State Withholding Tax Payment	\$496.00	6/11/2019
ACH	HealthPartners	Divided	Health Insurance for June 2019	\$3,580.06	6/11/2019
ACH	Mel Sprengeler	Divided	Wages 5-20-19 to 6-02-19	\$189.09	6/11/2019
ACH	Greg Schultz	Divided	Wages 5-20-19 to 6-02-19	\$1,678.20	6/11/2019
ACH	Tamara Bracht	Divided	Wages 5-20-19 to 6-02-19	\$513.85	6/11/2019
ACH	Jeremy Gruenhagen	Divided	June Wages	\$1,881.73	6/11/2019
ACH	Mel Sprengeler	Divided	Wages 6-03-19 to 6-16-19	\$333.54	7/30/2019
ACH	Tamara Bracht	Divided	Wages 6-03-19 to 6-16-19	\$821.48	7/30/2019
ACH	Greg Schultz	Divided	Wages 6-03-19 to 6-16-19	\$1,713.12	7/30/2019
ACH	Google	General Gov't	Email Account Service for May 2019	\$108.00	7/30/2019
ACH	Optum Bank	General Gov't	City Contribution to Employees H.S.A (2nd Qtr 2019)	\$1,250.00	7/9/2019
Debit Card	Econo Foods	General Gov't	Flowers for City Planters	\$59.58	7/9/2019
Debit Card	Fleet Farm	Public Works	Ear Protection Headphones for Mowing etc...	\$70.85	7/9/2019
Debit Card	MN Rural Water Association	Water	2019 Expo Registration on September 25 for Greg Schultz	\$125.00	7/9/2019
Debit Card	UPS	Water	Overnight Water Samples	\$21.20	7/9/2019
19648	106 Group	Water	Water Tower Historical Research	\$3,110.00	6/11/2019
19649	Cintas	Hall	Cleaning Supplies	\$75.08	6/11/2019
19650	Clarke Mosquito Management, Inc.	Public Safety (FD)	Mosquito Control 2019	\$973.50	6/11/2019
19651	Gopher State One Call	Divided	May Locates (9)	\$12.15	6/11/2019
19652	Kohl's Sweeping Service	Public Works (Streets)	Swept City Streets, Parks, and Fire Hall Lot	\$1,025.00	6/11/2019
19653	Kristen Rickaby	General Gov't	Returning Damage Deposit for CC Rental on 6-1-19	\$100.00	6/11/2019
19654	Municipal Emergency Services, Inc.	Public Safety (FD)	4 Nitrex Fire Supply Hose 100' Each	\$2,295.00	6/11/2019
19655	MVTL Labs, Inc.	Sewer	Lab Fee's Testing Dates of 5/16/19 & 5/20/19	\$195.00	6/11/2019
19656	NAPA Auto Parts	Water	JB Water Weld	\$8.29	6/11/2019
19657	Steven Siewert	Public Safety (FD)	Hanging File Folders, Brother Label Maker Machine and a 6 Pack of Labels	\$180.39	6/11/2019
19658	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for April 2019	\$675.00	6/11/2019
19659	Wm. Mueller & Sons	Divided	Fuel for Lawnmower, City Vehicles, and Bobcat	\$267.16	6/11/2019
19660	Bond Trust Services Corporation	Divided	Improvement Bonds	\$16,303.75	7/9/2019
19661	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for June	\$33.13	7/9/2019
19662	Carver County	Divided	1st Half of 2019 Police Contract, Telephone/Internet Services, Annual Lic	\$8,586.38	7/9/2019
19663	CenturyLink	Divided	Phone Service for Hall/WTP	\$178.58	7/9/2019
19664	Cintas	Hall	Cleaning Supplies	\$75.08	7/9/2019
19665	Core & Main	Water	4 Each of 3/4 Ball Curb, 8' Curb Box, Stationary Rod	\$597.60	7/9/2019
19666	Floyd Security	Water	Base Alarm Monitoring for Water Treatment Plant 7/24/19-10/23/19	\$92.07	7/9/2019
19667	Hawks Chemical	Water	Chemicals for Water Treatment Plant	\$865.52	7/9/2019
19668	Loffler Companies	General Gov't	May Copies Includes Spring Newsletter	\$78.99	7/9/2019
19669	Melchert-Hubert & Sjodin, PLLP	General Gov't	Communications in May for Litigation Issues	\$690.00	7/9/2019
19670	Menards	Divided	Dawn Dish Soap, Paper Towels, Garbage Bags, Air Freshners, Water Soft	\$108.41	7/9/2019
19671	Mini Biff	Park & Rec.	Handicap Mini Biff	\$134.64	7/9/2019
19672	MN Public Facilities Authority	Divided	Loan Paymnet on G.O. Bonds	\$86,536.60	7/9/2019
19673	MES	Public Safety (FD)	2 Small SCBA Face Masks (Anthony and Remie)	\$611.84	7/9/2019
19674	MVTL Labs	Sewer	Lab Fees fro Fecal Coliform Testing Sample Dates May 30th, June 6th, 12	\$390.00	7/9/2019
19675	O.E.M. Service Co.	Hall	2 Custom Chair Carts	\$859.50	7/9/2019
19676	S.E.H. Inc.	Water	Water Tower and Water Main Design, Bidding	\$14,011.00	7/9/2019
19677	UFC	General Gov't	Weed Spray for City Grounds and Ponds	\$146.01	7/9/2019
19678	Wm. Mueller & Sons	Park & Rec.	Gas for Baseball Park Mowing	\$148.20	7/9/2019
19679	Xcel Energy	Divided	Electricity/Natural Gas Services	\$1,496.05	7/9/2019
19680	Darren Schlueter	Divided	Re-roofing of Community Center and Park Shelter	\$35,871.00	7/9/2019
Debit	State Bank of Hamburg	Divided	NSF Check for Michael Howe	\$400.00	11/12/2019
				\$194,303.63	
	Corrected payment type from 6-11-19 claims (Was a Debit Card payment instead of a Check)				
			June Claims	\$21,747.55	6/11/2019
			Added June Claims	\$169,281.40	7/9/2019
			Added June Claims	\$2,874.68	7/30/2019
			Added June Claims	\$400.00	11/12/2019
			Total June Claims	\$194,303.63	

2019 October Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - September 2019	\$2,671.92	10/8/2019
ACH	MN Dept of Revenue	Divided	State Withholding Tax Payment September 2019	\$479.00	10/8/2019
ACH	PERA	Divided	PERA Withholding - September 2019	\$425.82	11/12/2019
ACH	PERA	Divided	PERA Withholding - September 2019	\$425.56	11/12/2019
ACH	PERA	Divided	PERA Withholding - September 2019	\$749.19	11/12/2019
ACH	PERA	Divided	PERA Withholding - October 2019	\$462.51	11/12/2019
ACH	PERA	Divided	PERA Withholding - October 2019	\$400.06	11/12/2019
ACH	PERA	Divided	PERA Withholding - October 2019	\$721.19	11/12/2019
ACH	HealthPartners	Divided	Health Insurance for October 2019	\$3,580.06	10/8/2019
ACH	Greg Schultz	Divided	Wages 9-23-19 to 10-06-19	\$1,636.20	11/12/2019
ACH	Mel Sprengeler	Divided	Wages 9-23-19 to 10-06-19	\$75.15	11/12/2019
ACH	Tamara Bracht	Divided	Wages 9-23-19 to 10-06-19	\$832.95	11/12/2019
ACH	Jeremy Gruenhagen	Divided	October Wages	\$1,881.73	10/8/2019
ACH	Greg Schultz	Divided	Wages 10-07-19 to 10-20-19	\$1,590.36	11/12/2019
ACH	Mel Sprengeler	Divided	Wages 10-07-19 to 10-20-19	\$176.97	11/12/2019
ACH	Tamara Bracht	Divided	Wages 10-07-19 to 10-20-19	\$562.80	11/12/2019
ACH	Jeremy Gruenhagen	Divided	October Wages	\$1,881.72	11/12/2019
Debit Card	Hamburg Post Office	Divided	4 Rolls of Postcard Stamps for Water Bills	\$140.00	10/8/2019
Debit Card	Hamburg Post Office	General Gov't	EDDM Postage for Fall Newsletter	\$73.30	11/12/2019
19780	Ann Joos	Water	Reimbursement for Final Water Bill Overpayment	\$72.04	10/8/2019
19781	Banyon Data Systems	General Gov't	Utility Billing Support for 2020	\$795.00	10/8/2019
19782	VOID	VOID	PRINTING ERROR	\$0.00	10/8/2019
19783	VOID	VOID	PRINTING ERROR	\$0.00	10/8/2019
19784	VOID	VOID	PRINTING ERROR	\$0.00	10/8/2019
19785	Bergerson-Caswell	Water	Well Pump 2 Replacement Project	\$5,714.50	10/8/2019
19786	Bound Tree Medical, LLC	Public Safety (FD)	Adult Sized Blood Pressure Cuff Unit	\$27.89	10/8/2019
19787	CarverLink/Jaguar	General Gov't	Telephone/Internet Services October 2019	\$109.12	10/8/2019
19788	CenturyLink	Divided	Phone Service for Hall/WTP	\$183.60	10/8/2019
19789	Floyd Total Security	Water	Base Alarm Monitoring for Water Treatment Plant 10/24/19 - 1/23/20	\$92.07	10/8/2019
19790	Gopher State One Call	Divided	September Locates (4)	\$5.40	10/8/2019
19791	Home Solutions	Divided	Fruit Fly Traps, Box of 3" Wood Screws	\$21.57	10/8/2019
19792	Krista Kroells	Public Safety (FD)	Reimbursement for a Portion of Deck Permit HB-2019-00023	\$73.95	10/8/2019
19793	Loffler Companies, Inc.	General Gov't	September Copies	\$19.71	10/8/2019
19794	Menards	Divided	Dawn Dish Soap, Garbage Bags, Papertowels, Batteries, Drill Bits	\$129.36	10/8/2019
19795	Moberg Enterprises	Public Safety (FD)	Body Work, Paint, and Labor to Repair Rescue 11	\$720.12	10/8/2019
19796	MVTL Labs, Inc.	Sewer	Lab Fees for CBOD, TSS, Total Phosphorus, Fecal Coliform Samp	\$157.00	10/8/2019
19797	Total Compliance Solutions, Inc.	General Gov't	Yearly Consortium Cost for Drug/Alcohol Testing	\$160.00	10/8/2019
19798	Verizon Wireless	General Gov't	Cell Phone Plans (6) for August 25 - September 24, 2019	\$256.92	10/8/2019
19799	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for September 2019	\$540.00	10/8/2019
19800	Waste Management, Inc.	Sanitation	30 Yard Flat Green Yard Waste Container	\$275.90	10/8/2019
19801	Wm. Mueller & Sons	Divided	Gas for Lawnmower, Baseball Park Mower and City Vehicles	\$316.26	10/8/2019
19802	Anthony Van Haften	Public Safety (FD)	Food Reimbursement for Fire Chief Convention	\$25.05	11/12/2019
19803	Bolton & Menk, Inc.	General Gov't	Planning Services (PODS, Subdivision, and Meeting Prep)	\$1,227.50	11/12/2019
19804	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for October	\$33.13	11/12/2019
19805	CarQuest Auto Parts	Public Safety (FD)	Fuel Filter for Gamma Goat	\$19.48	11/12/2019
19806	Carver County	Public Safety (FD)	2nd Half of 2019 Police Contract	\$8,177.00	11/12/2019
19807	CenturyLink	Divided	Phone Service for Hall/WTP	\$183.12	11/12/2019
19808	Cintas	Hall	Cleaning Supplies	\$75.08	11/12/2019
19809	Ehlers & Associates	Storm Water	Annual Storm Sewer Bonds Disclosure Reporting for 2019	\$750.00	11/12/2019
19810	Jared Mackenthun	Public Safety (FD)	Reimbursement for Lodging, Food, & Mileage for Fire Chief's Conv	\$926.55	11/12/2019
19811	Melchert-Hubert & Sjodin PLLP	General Gov't	Correspondence regarding Litigation, Deck Encroachment, Park V	\$1,876.00	11/12/2019
19812	Menards	Divided	Dawn Dish Soap, Roof Flashing, Door Threshold, Masonry Clear	\$75.08	11/12/2019
19813	Mini Biff Inc.	Park & Rec.	Handicap Mini Biff Rental with Damage Waiver & Winterization	\$134.64	11/12/2019
19814	MN Rural Water Association	Divided	Membership Dues - December 2019 to December 2020	\$250.00	11/12/2019
19815	MNSPECT, LLC	Public Safety (FD)	Residential Re-Window, Re-Side, Mechanical Permit Fee's and Pos	\$118.01	11/12/2019
19816	MES Services, Inc	Public Safety (FD)	1.5" & 2.5" Swivel Gaskets	\$104.51	11/12/2019
19817	MVTL Labs, Inc.	Sewer	Lab Fee's for 3 Test Dates of CBOD, TSS, Total Phosphorus, & Fec	\$390.00	11/12/2019
19818	Patchin Messner Valu. Couns.	General Gov't	Investigation, Data Collection to-date and Surveying of Litigation F	\$4,100.00	11/12/2019
19819	Plunkett's	Divided	Pest Control - Service Date 10-7-19	\$139.12	11/12/2019
19820	Riteway	Divided	Utility Bill Forms for October - December Billings	\$163.90	11/12/2019
19821	S.E.H. Inc.	Water	Professional Fee's for George St. Develop., and Water Tower Person	\$10,571.84	11/12/2019
19822	Scott Anderson	Public Safety (FD)	Reimbursement for 2 Lodging Rooms, Food, & Mileage for Fire Ch	\$1,447.48	11/12/2019
19823	Viking Bottling Company	Hall	Pop for Hall with Credit for CO2 Tank	\$233.00	11/12/2019
19824	Xcel Energy Inc.	Divided	Electricity/Natural Gas Services	\$2,053.74	11/12/2019
			TOTAL OCTOBER CLAIMS	\$61,511.13	
			October Claims	\$18,423.12	10/8/2019
			Added October Claims	\$43,088.01	11/12/2019
			Total October Claims	\$61,511.13	

2019 November Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - October 2019	\$2,627.60	11/12/2019
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment October 2019	\$471.00	11/12/2019
ACH	PERA	Divided	PERA Withholding - October 2019	\$721.19	11/12/2019
ACH	PERA	Divided	PERA Withholding - November 2019	\$465.80	11/12/2019
ACH	HealthPartners	Divided	Health Insurance for November 2019	\$3,580.06	11/12/2019
ACH	Greg Schultz	Divided	Wages 10-21-19 to 11-03-19	\$1,646.35	11/12/2019
ACH	Tamara Bracht	Divided	Wages 10-21-19 to 11-03-19	\$633.73	11/12/2019
ACH	Jeremy Gruenhagen	Divided	November Wages	\$1,881.73	11/12/2019
ACH	Kwik Trip	Divided	Gas for City Vehicles & FD	\$85.83	11/12/2019
19825	Ancom Communications Inc.	Public Safety (FD)	6 Replacement Radio Belt Clips	\$95.50	11/12/2019
19826	Bound Tree Medical	Public Safety (FD)	6 i-gel Resus Packs in Adult Sizes S, M, & L	\$206.89	11/12/2019
19827	Carver County Attorney's Office	General Gov't	Fines Collected & Surcharge for 3rd Qtr 2019	\$47.06	11/12/2019
19828	Carver County/CarverLink	Divided	2019 Assess. Contract Fee, Telephone/Internet Services Novem	\$3,634.66	11/12/2019
19829	Customized Fire Rescue Training	Public Safety (FD)	SCBA Confidence Prop & Skills Training on 11-4-19	\$1,000.00	11/12/2019
19830	Floyd Total Security	Water	Base Alarm Monitoring for Water Treatment Plant 11/24/19 - 12	\$92.07	11/12/2019
19831	Gopher State One Call	Divided	October Locates (8)	\$10.80	11/12/2019
19832	Hamburg Insurance Agency	General Gov't	Public Official Bond for Coverage of City Clerk 1/1/20-1/1/22	\$85.00	11/12/2019
19833	Hawkins Chemical	Water	Chemicals for WTP	\$1,808.04	11/12/2019
19834	Jared Mackenthun	Public Safety (FD)	Reimbursement for "C" Batteries for the Air Packs	\$38.40	11/12/2019
19835	Loffler Companies, Inc.	General Gov't	October Copies includes Fall Newsletter	\$89.80	11/12/2019
19836	Lois Droege	Enterprise	Cities Portion of Storm Sewer from Wm. Mueller Invoice #2019	\$2,000.00	11/12/2019
19837	Maguire Iron, Inc.	Water	Water Tower Project Invoices 2 & 3	\$148,858.25	11/12/2019
19838	Menards	Divided	Flashing, Washer Fluid, Storm Collar, RV Marine Oil	\$26.88	11/12/2019
19839	Mini Biff, Inc.	Park & Rec.	Final 2019 Handicap Mini Biff Rental with Damage Waiver & Wi	\$86.86	11/12/2019
19840	MNSPECT	Public Safety (FD)	Re-roof Permit #HB-2019-00029 at 617 Donald Ave.	\$35.55	11/12/2019
19841	Municipal Emergency Services	Public Safety (FD)	(10) 1.75" 50ft. Long & (12) 2.5" 50ft. Long Nitrex Fire Supply H	\$3,764.00	11/12/2019
19842	MVTL Labs, Inc.	Sewer	Lab Fee's for Sample Dates 10-23-19, 10-25-19 & 10-31-19	\$292.50	11/12/2019
19843	Noble Industrial Supply Corp.	Public Safety (FD)	Safety Fire Wipes, MAG Light Keychain Flashlight	\$323.96	11/12/2019
19844	Tom & Anit Elke	Water	Reimbursement for Final Water Bill Overage	\$22.71	11/12/2019
19845	Verizon Wireless	General Gov't	Cell Phone Plans (6) for Sept. 25 - Oct. 24, 2019	\$257.22	11/12/2019
19846	Viking Bottling Co.	Hall	Hamburg Hall Downstairs 10-29-19	\$168.00	11/12/2019
19847	W.W.O.T.A. Inc.	Divided	Water/Wastewater - Training & Assistance for October 2019	\$675.00	11/12/2019
19848	Waste Management, Inc.	Sanitation	30 Yard Flat Green Yard Waste Container (3)	\$827.70	11/12/2019
19849	Wm. Mueller & Sons, Inc.	Divided	Fuel for Mowers and City Vehicles	\$244.48	11/12/2019
19850	Xcel Energy	Divided	Electricity/Natural Gas Services	\$773.26	11/12/2019
				\$177,577.88	

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: November 8, 2019

Employee Name: Jeremy Bruenhagen

Dates Requesting Time-Off: November 26 (Off at 3:30)
December 5 (Off at 3:30)
December 3 (Off at 3:30)

How many **Vacation** hours will be used? 3

How many **Compensation** hours will be used? No

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: November 12, 2019

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Bruenhagen 11-8-2019
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



	Beginning Balance 1/1/2019	2019 Budget Income	2019 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 7/31/2019	
General Fund	\$413,287.66	\$547,345.00	\$547,345.00	\$413,287.66	\$344,141.01	\$281,110.93	\$476,317.74	
General Gov't								
Public Safety (Fire Dept.)								
Public Works (Streets)								
Sanitation & Recycling								
Parks & Recreation								
Comm. Hall								
Special Revenue Funds	\$451,125.57	\$15,167.00	\$0.00	\$466,292.57	\$839.60	\$0.00	\$451,965.17	
City Of Hamburg (Savings)	\$443,125.32	\$15,107.00	\$0.00	\$458,232.32	\$770.02	\$0.00	\$443,895.34	
Fire Equipment CD	\$8,000.25	\$60.00	\$0.00	\$8,060.25	\$69.58	\$0.00	\$8,069.83	
Debt Service	\$38,580.40	\$50,228.23	\$48,193.75	\$40,614.88	\$15,127.93	\$18,578.75	\$35,129.58	
Total (Tax Revenue Funds)	\$902,993.63	\$612,740.23	\$595,538.75	\$920,195.11	\$360,108.54	\$299,689.68	\$963,412.49	
Enterprise Funds								
Water	\$100,140.66	\$179,697.45	\$151,059.35	\$128,778.76	\$97,903.36	\$259,872.99	(\$61,828.97)	
Sewer	\$344,999.40	\$70,473.24	\$81,480.10	\$333,992.54	\$40,200.00	\$45,160.77	\$340,038.63	
Storm Water	\$114,134.48	\$85,480.00	\$76,834.37	\$122,780.11	\$39,682.01	\$76,926.22	\$76,890.27	
Total (Enterprise Funds)	\$559,274.54	\$335,650.69	\$309,373.82	\$585,551.41	\$177,785.37	\$381,959.98	\$355,099.93	
Totals	\$1,462,268.17	\$948,390.92	\$904,912.57	\$1,505,746.52	\$537,893.91	\$681,649.66	\$1,318,512.42	
Debt Summary	Remaining Balance 1/1/2019	Remaining Assessment 1/1/2019	Cash & Investments	2019 Principle Payments	Date Due	Paid	Maturity Date	Unfunded Balance 12/31/2019
1992 Streets	\$0.00	\$3,825.56	\$0.00	\$0.00			2012	(\$3,825.56)
2007 Streets	\$75,000.00	\$0.00	\$38,580.40	\$15,000.00	2/1/17 & 8/1/17		2/1/2023	\$21,419.60
Cert. of Indebtedness (2018 Pumper)	\$114,000.00	\$0.00	\$0.00	\$22,800.00	10/31/2019		10/31/2023	\$91,200.00
Water Wells Project	\$57,000.00	\$0.00	\$0.00	\$13,000.00	2/20/17 & 8/20/17		8/20/2022	\$44,000.00
Water Treatment Plant	\$332,000.00	\$0.00	\$0.00	\$51,000.00	2/20/17 & 8/20/17		8/20/2024	\$281,000.00
Sanitary Sewer Improvements	\$150,088.23	\$59,800.37	\$0.00	\$15,000.00	2/20/17 & 8/20/17		8/20/2030	\$75,287.86
Storm Water Improvements	\$860,000.00	\$0.00	\$0.00	\$45,000.00	2/1/17 & 8/1/17		2/1/2032	\$815,000.00
Totals	\$1,588,088.23	\$63,625.93	\$38,580.40	\$161,800.00				\$1,324,081.90

Cash Flow Actuals

	January	February	March	April	May	June	July	Totals
Income								
Property Taxes	\$793.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$257,265.74	\$258,059.07
Licenses & Permits	\$80.85	\$0.00	\$56.00	\$133.20	\$1,525.00	\$722.69	\$15,018.48	\$17,536.22
Intergov't Receipts (Aids)	\$6,482.92	\$1,585.34	\$0.00	\$0.00	\$0.00	\$15,928.66	\$29,443.34	\$53,440.26
Charges for Services	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	\$60.00	\$100.00
Assessment Searches	\$0.00	\$0.00	\$600.00	\$0.00	\$150.00	\$150.00	\$0.00	\$900.00
Comm Ctr Rentals	\$0.00	\$0.00	\$5,172.98	\$0.00	\$0.00	\$0.00	\$0.00	\$5,172.98
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,425.00	\$13,425.00
Fire Dept. Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$600.00
Park Rentals	\$100.00	\$0.00	\$0.00	\$0.00	\$300.00	\$300.00	\$0.00	\$600.00
Hall Receipts	\$800.00	\$413.00	\$1,042.26	\$425.00	\$112.00	\$300.00	\$0.00	\$3,092.26
Fines	\$259.97	\$30.00	\$180.00	\$165.00	\$0.00	\$0.00	\$66.66	\$701.63
Misc. Receipts	\$0.00	\$1,299.42	\$0.00	\$122.61	\$1,434.09	\$176.27	\$322.70	\$3,355.09
Other Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Recovery	\$0.00	\$0.00	\$416.99	\$0.00	\$0.00	\$422.61	\$0.00	\$839.60
Interest Income (Savings)	\$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
Transfers In (Savings)	\$0.00	\$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	\$2,323.00	\$0.00	\$0.00	\$2,323.00
Special Assessments	\$2,359.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,779.18	\$6,138.60
Water Service	\$12,865.98	\$14,256.81	\$14,722.39	\$13,395.00	\$14,250.86	\$14,785.31	\$13,627.01	\$97,903.36
Sewer Service	\$4,778.86	\$5,261.51	\$4,863.07	\$4,997.36	\$5,090.71	\$4,970.53	\$4,662.79	\$34,624.83
Storm Water	\$5,548.12	\$5,676.25	\$5,656.83	\$5,767.28	\$5,879.52	\$5,677.50	\$5,476.51	\$39,682.01
	\$34,069.45	\$28,542.33	\$32,710.52	\$25,005.45	\$31,065.18	\$43,353.57	\$343,147.41	\$537,893.91

Expenses

General Gov't	\$29,011.72	\$28,598.70	\$12,736.70	\$16,165.24	\$12,497.05	\$30,659.71	\$14,537.26	\$144,206.38
Public Safety	\$8,715.38	\$4,281.44	\$1,322.23	\$25,376.72	\$2,481.79	\$12,713.38	\$1,397.91	\$56,288.85
Sanitation & Recycling	\$3,603.69	\$5,005.15	\$12,131.59	\$6,894.88	\$1,622.38	\$1,914.52	\$7,737.98	\$38,910.19
Park & Recreation	\$0.00	\$557.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$557.78
Hall Expenses	\$229.43	\$704.00	\$233.94	\$2,050.20	\$2,113.67	\$20,211.05	\$3,527.18	\$29,069.47
Debt Service	\$2,123.44	\$2,553.92	\$1,315.69	\$2,481.69	\$1,464.24	\$1,543.62	\$595.66	\$12,078.26
Capital Project Funds	\$17,243.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,335.00	\$0.00	\$18,578.75
Transfers Out	\$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
Water	\$24,996.42	\$29,160.20	\$5,875.16	\$49,396.84	\$25,180.76	\$22,362.74	\$22,644.83	\$179,616.95
Sewer	\$2,076.06	\$2,771.20	\$3,231.80	\$4,386.31	\$10,673.16	\$3,863.37	\$2,216.32	\$29,218.22
Storm Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.61	\$0.00	\$76.61
Total Expenses	\$87,999.89	\$73,632.39	\$36,847.11	\$106,751.88	\$56,033.05	\$94,680.00	\$52,657.14	\$508,601.46
Other Expenses (DEBT)								
Well/WTP Bonds	\$5,536.60	\$0.00	\$0.00	\$0.00	\$0.00	\$70,594.05	\$0.00	\$76,130.65
Water Imp. Bonds (2011)	\$4,125.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,125.39
Sewer Imp. Bonds (2011)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,942.55	\$0.00	\$15,942.55
Storm Water Imp. Bonds (20	\$61,880.86	\$0.00	\$0.00	\$0.00	\$0.00	\$14,968.75	\$0.00	\$76,849.61
Total Other Expenses	\$71,542.85	\$0.00	\$0.00	\$0.00	\$0.00	\$101,505.35	\$0.00	\$173,048.20
Checking Balance	\$1,336,794.88	\$1,291,704.82	\$1,287,568.23	\$1,205,821.80	\$1,180,853.93	\$1,028,022.15	\$1,318,512.42	\$1,318,512.42
	(\$125,473.29)	(\$45,090.06)	(\$4,136.59)	(\$81,746.43)	(\$24,967.87)	(\$152,831.78)	\$290,490.27	(\$143,755.75)

DELINQUENCY REPORT

OCTOBER 2019

Account #	90 days over	60 days over	30 days over	Total overdue	CURRENT BILL	BALANCE	PAYMENTS	Updated Balances	NOTES
	3 Per. Overdue JULY	2 Per. Overdue AUGUST	1 Per. Overdue SEPTEMBER						
01-00012250-00-1		\$54.66	\$156.67	\$211.33	\$129.69	\$341.02			
01-00017617-00-9		\$125.75	\$146.57	\$272.32	\$116.03	\$388.35			
01-00011881-00-4			\$114.66	\$114.66	\$100.13	\$214.79			
01-00009311-00-7			\$133.51	\$133.51	\$105.68	\$239.19			
01-00006230-00-8			\$8.93	\$8.93	\$84.06	\$92.99			
01-00017613-00-5			\$152.19	\$152.19	\$166.98	\$319.17			
01-00002611-00-5			\$152.19	\$152.19	\$146.35	\$298.54			
01-00011860-00-7			\$137.48	\$137.48	\$115.90	\$253.38			
01-00015801-00-6			\$110.51	\$110.51	\$102.25	\$212.76			
01-00014410-00-1		\$123.77	\$132.88	\$256.65	\$106.80	\$363.45			
01-00012430-00-9	\$135.15	\$174.36	\$267.54	\$577.05	\$661.48	\$1,238.53			
01-00016604-00-4	\$93.43	\$198.03	\$205.49	\$496.95	\$188.67	\$685.62			
01-00011780-00-6			\$43.00	\$43.00	\$86.33	\$129.33			
01-00007625-00-7	\$177.52	\$210.28	\$216.00	\$603.80	\$155.32	\$759.12			
01-00015811-00-9			\$94.86	\$94.86	\$111.88	\$206.74			
01-00006418-00-4			\$8.72	\$8.72	\$96.04	\$104.76			
01-00006190-01-2			\$147.74	\$147.74	\$142.35	\$290.09			
01-00008420-00-7			\$138.84	\$138.84	\$128.03	\$266.87			
01-00005490-00-1		\$83.15	\$659.08	\$742.23	\$238.31	\$980.54			
01-00016602-00-2			\$125.65	\$125.65	\$101.84	\$227.49			
01-00010150-00-6			\$93.83	\$93.83	\$84.06	\$177.89			
01-00011960-00-4			\$118.84	\$118.84	\$105.28	\$224.12			
01-00003619-00-2		\$105.15	\$234.93	\$557.78	\$186.30	\$744.08			
01-00017616-00-8			\$11.74	\$11.74	\$117.41	\$129.15			
01-00008430-00-0	\$305.72	\$122.11	\$134.63	\$562.46	\$73.45	\$635.91			
01-00017621-00-6		\$196.56	\$210.46	\$407.02	\$157.77	\$564.79			
01-00007618-00-7			\$144.32	\$144.32	\$130.06	\$274.38			
01-00002470-01-1		\$0.06	\$153.09	\$153.15	\$133.38	\$286.53			
01-00009350-00-8			\$135.51	\$135.51	\$117.41	\$252.92			
01-00007636-00-1			\$15.82	\$15.82	\$160.40	\$176.22			
01-00002490-00-4			\$109.93	\$109.93	\$117.41	\$227.34			
01-00009451-00-6			\$28.26	\$28.26	\$84.97	\$113.23			
01-00011851-01-8			\$12.95	\$12.95	\$135.60	\$148.55			
01-00011775-00-8			\$116.23	\$116.23	\$102.08	\$218.31			
	\$816.97	\$1,506.43	\$4,673.05	\$6,996.45	\$4,789.70	\$11,786.15	\$0.00	\$0.00	

[View this email in your browser](#)



Registration is now open for this year's Metro Meeting

The agenda for the [2019 Metro Meeting](#) has just been released!

Mark your calendar to join League staff and other metro-area city leaders this fall.

For just \$55 (including heavy hors d'oeuvres), you'll:

- Learn about DEED's economic development programs from Commissioner Steve Grove
- Hear from Minnesota Housing Commissioner Jennifer Ho about ways they're partnering with local governments to address affordable housing needs
- Get tips on how your city and council can support its first responders and their mental health
- Network with other city officials from the metro area

Hope to see you at this year's meeting!*

November 14—Minnetonka

[Learn More & Register](#)

**PLEASE NOTE: If you plan on only attending the MAMA luncheon (and not the Metro Meeting), you must RSVP to Kate Brenna at kbrenna@lmc.org or (651) 281-1249. If you plan on attending the MAMA luncheon and the Metro Meeting, you may register online as usual. A separate fee of \$30 applies for this luncheon.*



**Cologne, Hamburg, Norwood
Young America Fire Depts. &
NYA West Carver Lions**

TOY DRIVE

November 19th to December 17th

Toys will be given to the Southwest

Carver Co. Food Shelf in NYA.

**All Banks will be accepting
cash donations**





ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: Hamburg Volunteer Fire Department
 181 Broadway Avenue
 Hamburg, MN 55339

Attn: **Scott Anderson**

email: chief1@cityofhamburgmn.com

Tel: 612-232-4153

QUOTATION 319766 V:1

DATE: September 26, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8700-0730-01	AutoPulse® System w/Pass Thru - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	1	\$10,995.00	\$10,995.00	\$10,995.00
2	8700-0706-01	LifeBand® 3 pack - Single-use chest compression band. (3 per package)	2	\$375.00	\$375.00	\$750.00
3	8700-0752-01	AutoPulse® Li-Ion Battery - for use with the AutoPulse Platform.	3	\$825.00	\$825.00	\$2,475.00
4	8700-0753-01	Autopulse SurePower Charger, U.S. Tests, Charges and automatically verifies battery charge level. Includes User Guide and U.S Power Cord. Standard one (1) year warranty.	1	\$2,295.00	No Charge	No Charge *
5	8700-000850-40	AutoPulse® Quick Case, Blue - All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	1	\$495.00	No Charge	No Charge *
6	8700-000850-40	AutoPulse® Quick Case, Blue - All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	1	\$495.00	\$495.00	\$495.00
*Reflects Promotional Pricing valid until September 30, 2019.						

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Brady Lavin
 Territory Manager

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL SEPTEMBER 30, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Hamburg Volunteer Fire Department
181 Broadway Avenue
Hamburg, MN 55339

Attn: Scott Anderson

email: chief1@cityofhamburgmn.com

Tel: 612-232-4153

QUOTATION 319766 V:1

DATE: September 26, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL \$14,715.00

Brady Lavin
Territory Manager

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7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



LUCAS

Quote Number: 10064352
Version: 1
Prepared For: City of Hamburg Fire Department
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Jon Dilley
Email: jon.p.dilley@stryker.com
Phone Number: (952) 239-9823

Quote Date: 10/15/2019
Expiration Date: 01/22/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	City of Hamburg Fire Department	Name:	City of Hamburg Fire Department	Name:	City of Hamburg Fire Department
Account #:		Account #:		Account #:	
Address:	181 Broadway Ave Hamburg Minnesota 55339	Address:	181 Broadway Ave Hamburg Minnesota 55339	Address:	181 Broadway Ave Hamburg Minnesota 55339

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1	\$13,876.50	\$13,876.50
2.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$605.20	\$605.20
3.0	11576-000071	LUCAS External Power Supply	1	\$320.62	\$320.62
				Equipment Total:	\$14,802.32

Price Totals:

Grand Total: \$14,802.32

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

m1 MINNESOTA
PUBLIC FACILITIES AUTHORITY

October 21, 2019

The Honorable Chris Lund
Mayor, City of Hamburg
P. O. Box 248
Hamburg, MN 55339-0248

Dear Mayor Lund:

I am pleased to inform you that the Minnesota Public Facilities Authority (PFA) approved project financing for the City of Hamburg on October 11, 2019. The project consists of constructing a 75,000 gallon tower and replacing and looping watermain. PFA's financing is as follows:

Drinking Water SRF-Loan	\$1,382,070
-------------------------	-------------


We conservatively estimate that the PFA loan (25 years at 1.000%) will save local taxpayers approximately \$170,994 in interest costs compared to market rate financing.

We congratulate The City of Hamburg for its successful application and its financial commitment to improve its drinking water infrastructure.

The financial assistance contract will be sent to you shortly. Loan disbursements are contingent upon our receipt of the City of Hamburg's general obligation bond and related documents.

If you have any questions about this project financing or about the PFA's programs in general, please feel free to contact Jeff Freeman, Executive Director at 651/259-7465.

Sincerely,



Steve Grove, Chair
MN Public Facilities Authority

C: Rep. Jim Nash
Sen. Scott Jensen

MINNESOTA PUBLIC FACILITIES AUTHORITY

1st National Bank Building ■ 332 Minnesota Street ■ Suite W820 ■ Saint Paul, Minnesota 55101-1378 ■ USA
651-259-7469 PHONE ■ 800-657-3858 TOLL FREE ■ 651-296-8833 FAX ■ mn.gov/pfa

AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF HAMBURG, MINNESOTA

HELD: NOVEMBER 12, 2019

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Hamburg, Carver County, Minnesota, was duly held at the City Hall on November 12, 2019, at 7:00 P.M., for the purpose in part of awarding the sale of a \$1,382,070 General Obligation Taxable Water Revenue Note of 2019.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2019-10

RESOLUTION ACCEPTING THE OFFER OF THE MINNESOTA PUBLIC FACILITIES
AUTHORITY TO PURCHASE A \$1,382,070 GENERAL OBLIGATION TAXABLE WATER
REVENUE NOTE OF 2019, PROVIDING FOR ITS ISSUANCE AND AUTHORIZING
EXECUTION OF A BOND PURCHASE AND PROJECT LOAN AGREEMENT

A. WHEREAS, the City Council of the City of Hamburg, Minnesota (the "City"), has heretofore applied for a loan from the Minnesota Public Facilities Authority (the "PFA") to provide financing pursuant to Minnesota Statutes, Chapters 444 and 475, for the construction of a 75,000 gallon tower and replacing and lopping watermains, all as detailed in the Minnesota Department of Health's certification, dated June 28, 2019 (the "Project"); and

B. WHEREAS, the PFA is authorized pursuant to Minnesota Statutes, Chapter 446A, as amended, to issue its bonds (the "PFA Bonds") and to use the proceeds thereof, together with certain other funds, to provide loans and other assistance to municipalities to fund eligible costs of construction of publicly owned drinking water systems in accordance with the federal Safe Drinking Water Act; and

C. WHEREAS, the City has applied for a loan from the PFA pursuant to such program and the PFA has committed to make a loan to the City in the principal amount of \$1,382,070, to be disbursed and repaid in accordance with the terms of a Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated October 11, 2019 (the "Bond Purchase and Project Loan Agreement"), a copy of which has been presented to the Council and is on file with the City Clerk-Treasurer; and

D. WHEREAS, in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(4), the City is authorized to issue obligations to a board, department or agency of the State of Minnesota by negotiation and without advertisement for bids and the PFA is, and has represented that it is, a board, department or agency of the State of Minnesota; and

E. WHEREAS, the City owns and operates a municipal storm water system (the "Storm Water System") and a municipal water system (the "Water System") as separate revenue producing public utilities; and

F. WHEREAS, the net revenues of the Water System are pledged to the payment of the outstanding (i) \$240,348 original principal amount of General Obligation Water Revenue Note of 2003, dated August 1, 2003 (the "2003 Note"), and (ii) \$1,014,000 original principal amount of General Obligation Water Revenue Note of 2004, dated August 20, 2004, (the "2004 Note", and together with the 2003 Note, the "Outstanding Water Notes"); and

G. WHEREAS, the net revenues of the Storm Water System and Water System are pledged to the payment of the outstanding \$1,120,000 General Obligation Public Utility Revenue Bonds, Series 2011A, dated December 8, 2011 (the "Outstanding 2011 Note"); and

H. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of the PFA and all other state and federal agencies of which approval is required:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hamburg, Carver County, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of the PFA to purchase a \$1,382,070 General Obligation Taxable Water Revenue Note of 2019 of the City (the "Note"), at the rate of interest hereinafter set forth, and to pay therefor the sum of \$1,382,070 as provided below, is hereby accepted, and the sale of the Note is hereby awarded to the PFA. Payment for the Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid, all as provided in the Bond Purchase and Project Loan Agreement.

2. Title; Date; Denomination; Interest Rates; Maturities. The Note shall be a fully registered negotiable obligation, shall be titled "General Obligation Taxable Water Revenue Note of 2019", shall be dated as of the date of delivery and shall be issued forthwith. The Note shall be in the principal amount of \$1,382,070, or so much thereof as shall be disbursed pursuant to the Bond Purchase and Project Loan Agreement, shall bear interest on so much of the principal amount of the Note as may be disbursed and remains unpaid until the principal amount of the Note has been paid or has been provided for, at the rate of 1.00% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2020. Interest starts accruing as of the date of the initial disbursement. Principal on the Note shall mature on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$1,770	2033	\$58,000
2021	51,000	2034	58,000
2022	52,000	2035	59,000
2023	52,000	2036	59,000
2024	53,000	2037	60,000
2025	53,000	2038	61,000

2026	54,000	2039	61,000
2027	54,000	2040	62,000
2028	55,000	2041	62,000
2029	55,000	2042	63,000
2030	56,000	2043	64,000
2031	57,000	2044	64,300
2032	57,000		

Interest shall accrue only on the aggregate amount of the Note which has been disbursed and is unpaid under the Bond Purchase and Project Loan Agreement. The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of the Note has not been disbursed; provided that if the full principal amount of the Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt service payments). Principal, interest and any premium due under the Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name the Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

Interest on the Note includes amounts treated by the PFA as service fees.

3. Purpose; Cost. The proceeds of the Note shall provide funds to finance construction of the Project. The total cost of the construction of the Project, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of net revenues pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Redemption. The Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the PFA, or mandatorily as provided in the Bond Purchase and Project Loan Agreement.

5. Registration of Note. At the time of issuance and delivery of the Note, the officer of the City performing the functions of the treasurer (the "City Clerk-Treasurer") shall register the Note in the name of the payee in a note register which the City Clerk-Treasurer and the officer's successors in office shall maintain for the purpose of registering the ownership of the Note. The Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Note hereinafter set forth. Payment of principal installments and interest, whether upon redemption or otherwise, made with respect to the Note, may be made to the registered holder thereof or to the registered holder's legal representative, without presentation or surrender of the Note.

6. Form of Note. The Note, together with the Certificate of Registration attached thereto, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF HAMBURG

\$1,382,070 GENERAL OBLIGATION TAXABLE WATER REVENUE NOTE OF 2019

The City of Hamburg, Carver County, Minnesota (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Public Facilities Authority or the registered assign, the principal sum of ONE MILLION THREE HUNDRED EIGHTY-TWO THOUSAND SEVENTY DOLLARS, or so much thereof as may have been disbursed, on August 20 of the years and in the installments as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$1,770	2033	\$58,000
2021	51,000	2034	58,000
2022	52,000	2035	59,000
2023	52,000	2036	59,000
2024	53,000	2037	60,000
2025	53,000	2038	61,000
2026	54,000	2039	61,000
2027	54,000	2040	62,000
2028	55,000	2041	62,000
2029	55,000	2042	63,000
2030	56,000	2043	64,000
2031	57,000	2044	64,300
2032	57,000		

and to pay interest on so much of the principal amount of the debt as may be disbursed and remains unpaid until the principal amount hereof is paid or has been provided for, at the rate of 1.00% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Note is payable semi-annually on February 20 and August 20, commencing August 20, 2020. Interest starts accruing as of the date of the initial disbursement.

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Note which has been disbursed under the Minnesota Public Facilities Authority Bond Purchase and Project Loan Agreement dated as of October 11, 2019, by and between the City and the Minnesota Public Facilities Authority (the "Bond Purchase and Project Loan Agreement"). The principal installments shall be paid in the amounts scheduled above even if at the time of payment the full principal amount of this Note has not been disbursed; provided that if the full principal amount of this Note is never disbursed, the amount of the principal not disbursed shall be applied to reduce each unpaid principal installment in the proportion that such installment bears to the total of all unpaid principal installments (i.e., the remaining principal payment schedule shall be reamortized to provide similarly level annual installments of total debt

service payments). Interest on this Note includes amounts treated by the Minnesota Public Facilities Authority as service fees. Principal, interest and any premium due under this Note will be paid on each payment date by wire payment, or by check or draft mailed at least five business days prior to the payment date to the person in whose name this Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Note shall be subject to redemption and prepayment in whole or in part at the option of the City, subject to the written consent of the Minnesota Public Facilities Authority, or mandatorily as provided in the Bond Purchase and Project Loan Agreement.

Purpose; General Obligation. This Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota for the purpose of providing money to finance the construction of improvements to the municipal water system (the "Water System"), specifically for the construction of a 75,000 gallon tower and replacing and lopping watermains, all as detailed in the Minnesota Department of Health's certification, dated June 28, 2019 (the "Project"); and is payable out of the PFA Debt Service Account of the Water Fund of the City, to which account have been pledged net revenues of the Water System. This Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the City Clerk-Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City Clerk-Treasurer.

Fees Upon Transfer or Loss. The City Clerk-Treasurer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Note and any legal or unusual costs regarding transfers and lost notes.

Bond Purchase and Project Loan Agreement. The terms and conditions of the Bond Purchase and Project Loan Agreement are incorporated herein by reference and made a part hereof. The Bond Purchase and Project Loan Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than the Minnesota Public Facilities Authority.

Taxable Interest. The interest on this Note is included in the gross income of the owner hereof for purposes of United States income tax and to the same extent in both gross income and taxable net income for State of Minnesota income tax purposes.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the City has covenanted and agreed with the holder of this Note that it will impose and collect charges for the service, use and availability of and connection to the Water System at the times and in amounts necessary to produce net revenues adequate to pay all principal and interest when due on this Note; that the City will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property in the City, without limitation as to rate or amount, for the years and in amounts sufficient to pay the installments of principal and interest on this Note as they respectively become due, if the net revenues from the Water System and any other revenues irrevocably appropriated to said PFA Debt Service Account are insufficient therefor; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Hamburg, Carver County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the signatures of its Mayor and of its City Clerk-Treasurer, and the corporate seal of the City having been intentionally omitted as permitted by law, all as of (do not date), 2019.

CITY OF HAMBURG,
CARVER COUNTY, MINNESOTA

(DO NOT SIGN)

Mayor

(DO NOT SIGN)

City Clerk-Treasurer

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF CITY CLERK-TREASURER</u>
(do not date)	Minnesota Public Facilities Authority Saint Paul, Minnesota Federal Employer Identification No. 41-6007162	(DO NOT SIGN)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7.

Execution. The Note shall be executed on behalf of the City by the signatures of its Mayor and City Clerk-Treasurer; the seal of the City has been intentionally omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as such officer had remained in office until delivery.

8. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the City Clerk-Treasurer to the purchaser thereof prior to disbursements pursuant to the Bond Purchase and Project Loan Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

9. Fund and Accounts. There has heretofore been created a separate fund in the City treasury designated the Water Fund (the "Fund"). The City Clerk-Treasurer and all municipal officials and employees concerned therewith shall maintain financial records of the receipts and disbursements of the Water System in accordance with the resolutions establishing the Fund. The Operation and Maintenance Account heretofore established by the City for the Water System shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution establishing the Operation and Maintenance Account shall constitute and are referred to as "net revenues" until the Note has been paid. There shall be maintained in the Fund the following accounts:

(a) A "PFA Construction Account", to which shall be credited all proceeds received from the sale of the Note. The Note shall be the only source of moneys credited to the PFA Construction Account. It is recognized that the sale proceeds of the Note are received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the PFA Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. The moneys in the PFA Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that such moneys shall only be expended for costs and expenses which are permitted under the Bond Purchase and Project Loan Agreement. The PFA prohibits the use of proceeds of the Note to reimburse costs initially paid from proceeds of other obligations of the City unless otherwise specifically approved. Upon completion of the Project and the payment of the costs thereof, any surplus shall be transferred to the PFA Debt Service Account.

(b) A "PFA Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (i) net revenues of the Water System in an amount sufficient to pay the principal of, and interest on, the Note when due; (ii) any collection of taxes which may hereafter be levied in the event the net revenues of the Water System herein pledged for the payment of the Note are insufficient therefor; (iii) all investment earnings on moneys held in the PFA Debt Service Account; (iv) any amounts transferred from the PFA Construction Account; and (v) any other moneys which are properly available and are appropriated by the City Council to the PFA Debt Service Account. The moneys in the PFA Debt Service Account shall be used only to pay or prepay the principal of, and interest on, the Note and any other general obligation bonds

hereafter issued and made payable from the PFA Debt Service Account, and to pay any rebate due to the United States with respect to the PFA Bonds in connection with the Note.

The City shall observe the covenants of paragraphs 16, and 17 of this resolution and of Article 3 of the Bond Purchase and Project Loan Agreement with regard to the Fund.

10. Coverage Test; Pledge of Net Revenues; Excess Revenues. It is hereby found, determined and declared that the net revenues of the Water System are sufficient in amount to pay when due the principal of and interest on the Note and the Outstanding Water Notes and a sum at least five percent in excess thereof. It is hereby found, determined and declared that the net revenues of the Water System and Storm Water System are sufficient in amount to pay when due the principal of and interest on the Outstanding 2011 Note and a sum at least five percent in excess thereof. The net revenues of the Water System are hereby pledged on a parity lien with the Outstanding Water Notes, and the Outstanding 2011 Note, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Note. Excess net revenues may be used for any proper purpose. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the Water System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that estimated net revenues of the Water System will be sufficient, in addition to all other sources, for the payment of the Note and such additional obligations, and any such pledge and appropriation of net revenues may be made superior or subordinate to, or on a parity with, the pledge and appropriation herein. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

11. Pledge to Produce Revenues. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the holder of the Note that it will impose and collect charges for the service, use and availability of and connection to the Water System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Note.

12. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Note, as the same respectively become due. If the net revenues of the Water System appropriated and pledged to the payment of principal and interest on the Note, together with other funds irrevocably appropriated to the PFA Debt Service Account shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount, an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as they become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other obligations payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the PFA Debt Service Account when a sufficient balance is available therein.

13. Certificate of Registration. The City Clerk-Treasurer is hereby directed to file a certified copy of this resolution with the County Auditor of Carver County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Note has been entered in the County Auditor's Bond Register.

14. Bond Purchase and Project Loan Agreement. The Bond Purchase and Project Loan Agreement is hereby approved in substantially the form presented to the City Council, and in the form executed is hereby incorporated by reference and made a part of this resolution. Each and all of the provisions of this resolution relating to the Note are intended to be consistent with the provisions of the Bond Purchase and Project Loan Agreement, and to the extent that any provision in the Bond Purchase and Project Loan Agreement is in conflict with this resolution as it relates to the Note, that provision shall control and this resolution shall be deemed accordingly modified. The City's execution and delivery of the Bond Purchase and Project Loan Agreement by the Mayor and City Clerk-Treasurer is hereby approved, ratified and authorized. The execution of the Bond Purchase and Project Loan Agreement by the appropriate officers shall be conclusive evidence of the approval of the Bond Purchase and Project Loan Agreement in accordance with the terms hereof. The Bond Purchase and Project Loan Agreement may be attached to the Note, and shall be attached to the Note if the holder of the Note is any person other than the PFA.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the PFA, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the PFA Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code. The City reasonably expects that it will take no actions over the term of the Note that would cause the PFA Bonds to be private activity bonds, and the average term of the Note is not longer than reasonably necessary for its governmental purpose.

17. Tax-Exempt Status of the PFA Bonds; Rebate. The City with respect to the Note shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the PFA Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the PFA Bonds, and (c) the rebate of excess investment earnings to the United States. The City covenants and agrees with the PFA that the investments of proceeds of the Note, including the investment of any revenues pledged to the Note which are considered gross proceeds of the PFA Bonds under the applicable regulations, and accumulated sinking funds, if any, shall be limited as to amount and yield in such manner that the PFA Bonds shall not be arbitrage bonds within the meaning of Section 148

of the Code and any regulations thereunder. On the basis of the existing facts, estimates and circumstances, including the foregoing findings and covenants, the City hereby certifies that it is not expected that the proceeds of the Note will be used in such manner as to cause the PFA Bonds to be arbitrage bonds under Section 148 of the Code and any regulations thereunder. The Mayor and City Clerk-Treasurer shall furnish a certificate to the PFA embracing or based on the foregoing certification at the time of delivery of the Note to the PFA.

18. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

19. Governmental Bonds Post-Issuance Compliance Policies and Procedures. The City hereby approves the Governmental Bonds Post-Issuance Compliance Policies and Procedures in substantially the form presented to the City Council.

20. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF HAMBURG

I, the undersigned, being the duly qualified and acting City Clerk-Treasurer of the City of Hamburg, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the \$1,382,070 General Obligation Taxable Water Revenue Note of 2019.

WITNESS my hand and City's seal on November 12, 2019.

City Clerk-Treasurer

(SEAL)



2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
OFC 612-977-8400
FAX 612-977-8650

MEMORANDUM

TO: Jeremy Gruenhagen, Clerk-Treasurer
FROM: Mary L. Ippel
DATE: November 8, 2019
RE: **Post-Issuance Compliance Policies and Procedures**

Following issuance by the City of Hamburg of tax-exempt governmental bonds, the City of Hamburg must continue to take certain actions with respect to the bonds in order that they retain their tax-exempt status. In particular, the City of Hamburg must be sure that the project financed with the bonds continues to be used for public purposes and that the proceeds of the bonds are applied in a manner that complies with the arbitrage rules on the Internal Revenue Code of 1986, as amended (the "Code"), and its related regulations.

Over the last couple of years, the IRS has increased its scrutiny of tax-exempt bonds and has strongly expressed an expectation that issuers of tax-exempt bonds have written procedures in place to ensure compliance with these rules. Most recently, in September 2018, the IRS released a new Form 8038-G, which is the form that issuers file upon the issuance of each tax-exempt bond issue. The new version of the form specifically asks the issuer to check a box that it has established written procedures "to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations." There is a second box asking if the issuer has written procedures "to monitor the requirements of Section 148," which is the Code section governing arbitrage.

There is no statutory or rule requirement that the City of Hamburg have such written procedures. By including these questions on Form 8038-G (the same questions also appear on Form 8038), however, the IRS is strongly emphasizing its view of the importance of having such procedures in place. Informally, the IRS has also indicated that having such procedures in place may result in a lower penalty in the event of any audit or voluntary compliance agreement related to an issuer's bonds. Therefore, we strongly recommend that the City of Hamburg adopt the proposed Post-Issuance Compliance Policies and Procedures.

BRIGGS AND MORGAN

The proposed Policies and Procedures have been drafted to cover the concerns and expectations that have been expressed by the IRS. Yet, at the same time, we recognize that the City of Hamburg, along with its bond counsel and financial advisor, are already doing many of the tasks set forth in the document. It simply demonstrates that the City of Hamburg is, in fact, taking the appropriate actions to ensure that its bonds remain tax-exempt.

We recommend that the proposed Policies and Procedures be approved by the City Council on November 12, 2019 and adopted as part of the resolution providing for the issuance of bonds on that same date. Please feel free to contact us if you have any further questions or comments.

CITY OF HAMBURG, MINNESOTA

GOVERNMENTAL BONDS POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES

The following policies and procedures were adopted by the City Council of the City of Hamburg, Minnesota (the "City") as of the date indicated below with respect to the governmental bonds of the City, to require, and further ensure, the ongoing compliance of governmental bonds issued by the City with the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"), including the record retention requirements of Code Section 6001 and Section 1.6001(a) of the Treasury Regulations. Such policy and procedures were adopted after consultation with Briggs and Morgan, P.A., bond counsel ("Bond Counsel"), and are internal operating procedures to be used by the City's management in connection with the issuance and sale of all issues of governmental bonds.

The City Council of the City has the overall, final responsibility for monitoring whether the City is in compliance with post-issuance federal tax requirements for the City's governmental bonds. However, the City Council assigns to the Clerk-Treasurer of the City the primary operating responsibility to monitor the City's compliance with post-issuance federal tax requirements for the City's governmental bonds. The Clerk-Treasurer may further assign post-issuance compliance responsibilities to other staff of the City, Bond Counsel, the paying agent for the bonds, and a rebate analyst. The Clerk-Treasurer shall provide training and educational resources to City staff who are responsible for ensuring compliance with any portion of these policies and procedures.

1. Appropriate Application of Proceeds.

- (a) The Clerk-Treasurer shall ensure the timely expenditure of the proceeds of governmental bonds by monitoring the application of all bond proceeds in accordance with the source of funds used and in accordance with the documents related to the issuance of the governmental bonds, including the reimbursement of pre-issuance expenses.
- (b) The Clerk-Treasurer shall ensure the correct calculation and application of bond proceeds pursuant to the Code by:
 - (i) confirming that any closing and/or allocation memorandum for the issuance of the bonds is accurate in the deposits directed thereunder, including ensuring that bond proceeds are used only for public purposes; and
 - (ii) through the draw request process, identifying requested expenditures that are not eligible expenditures.
- (c) The Clerk-Treasurer shall monitor the use of all bond-financed facilities in order to:
 - (i) determine whether private business uses of bond-financed facilities have exceeded de minimus limits set forth in Section 141(b) of the Code, and
 - (ii) determine whether private security or payments have exceeded the de minimus limits set forth in Section 141(b) of the Code.

2. Arbitrage Yield Restriction and Rebate Requirements.

The Clerk-Treasurer shall monitor and calculate arbitrage, and shall coordinate and maintain, or cause to be maintained, records of:

- (a) Computations of the yield on the bonds by the City's municipal advisor, and purchases and sales of investments made with bond proceeds (including amounts treated as "gross proceeds" of bonds under section 148 of the Code) and receipts of earnings in those investments;
- (b) Expenditures made with bond proceeds (including investment earnings on bond proceeds) for the governmental purposes of the bonds;
- (c) Calculations that will be sufficient to demonstrate to the Internal Revenue Service ("IRS") upon an audit of a bond issue that, where applicable, the City has complied with any available exception to the arbitrage rebate requirement in respect of that bond issue;
- (d) Calculations that will be sufficient to demonstrate to the IRS upon an audit of a bond issue for which no exception to the arbitrage rebate requirement was applicable, that the rebate amount, if any, was payable to the United States of America in respect of investments made with gross proceeds of that bond issue, was calculated and timely paid with Form 8038-T timely filed with the IRS; and
- (e) Information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for bonds, and investments made with unspent bond proceeds after the expiration of the applicable temporary period, were not invested in higher yielding investments.

The Clerk-Treasurer shall also:

- (a) Ensure that any third-party entity tasked with investment responsibility for governmental bonds is provided with a copy of the tax compliance or arbitrage certificate for each bond issue and is advised as to all investment restrictions with respect to the proceeds of and funds related to any governmental bonds issued by the City;
- (b) Cause any funds subject to yield restriction to be segregated;
- (c) If necessary, hire an independent contractor annually or every five years, as the case may be and as required by any arbitrage certificate, to perform all arbitrage and rebate calculations and to review the City's investment process to ensure that it is in compliance; and
- (d) If necessary, consult with Bond Counsel prior to engaging in post-issuance credit enhancement transactions.

3. Record Retention Requirements.

It is the policy of the City that, unless otherwise permitted by future IRS regulations or other guidance, written records (which may be in electronic form) will be maintained with respect to each bond issue for as long as those bonds remain outstanding, plus three years. For this purpose, the bonds include refunding bonds that refund the original bonds and thereby refinance the property that was financed by the original bonds.

In maintaining electronic storage, the Clerk-Treasurer will comply with applicable IRS requirements, such as those contained in Revenue Procedure 97-22.

The records to be obtained and maintained are to include:

- (a) The official transcript of proceedings for the original issuance of the bonds (including ensuring that all applicable documents are included in such transcript);
- (b) Records showing how the bond proceeds were invested, as described in 2 above;
- (c) Records showing how the bond proceeds were spent, as described in 1 above, including, but not limited to, loan documents, construction contracts, draw requests, invoices, payment of bond issuance costs, and records of "allocations" of bond proceeds to make reimbursement for project expenditures made before the bonds were actually issued;
- (d) Information, records, and calculations showing that, with respect to each bond issue, the City was eligible for an exception to the arbitrage rebate requirement or, if not, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue, was calculated and timely paid with Form 8038-T timely filed with the IRS, as described in 2 above;
- (e) Schedules of all bond-financed facilities, including whether such facilities are land, buildings, or equipment, economic life calculations, and information regarding depreciation;

- (f) Records and agreements related to any trade or business activities by or with non-governmental entities or persons with respect to any facilities financed with the proceeds of governmental bonds, including, but not limited to, management agreements and leases; and
- (g) Documentations of all sources of payment or security for the issue.

The basic purpose of the foregoing record retention procedure for the City's governmental bonds is to enable the City to readily demonstrate to the IRS upon a questionnaire or an audit of any bond issue that the City has fully complied with all federal tax requirements that must be satisfied after the issue date of the bonds.

4. Reissuance.

The following policies relate to compliance with rules and regulations regarding the reissuance of bonds for federal law purposes.

The Clerk-Treasurer will:

- (a) Identify and consult with Bond Counsel regarding any post-issuance change to any terms of an issue of bonds which could potentially be treated as a reissuance for federal tax purposes; and
- (b) Confirm with Bond Counsel whether any "remedial action" in connection with a "change in use" (as such terms are defined in the Code and Treasury Regulations) would be treated as a reissuance for tax purposes and, if so, confirm the filing of any new Form 8038-G.

5. Direct Pay Bonds.

- (a) In addition to the other requirements herein, should the City issue direct pay bonds pursuant to Sections 54A through 54F of the Code, the Clerk-Treasurer shall also be responsible for:
 - (i) determining the amount of interest payable on each interest payment date and the proper amount of refundable credit reported on Form 8038-CP;
 - (A) as appropriate, the Clerk-Treasurer shall compare the interest payment calculations to any independently-verified report prepared at closing for the bond issue; and
 - (B) the Clerk-Treasurer shall approve all disbursements.
 - (ii) preparing and timely filing all Forms 8038-CP;
 - (A) timely filing of Form 8038-CP shall be made to insure that payments are timely made on the interest payment date and such timely filing is ensured by the use of a third-party filing agent; and
 - (B) in the case of bond issues with multiple maturities, a separate Form 8038-CP shall be filed for each maturity;
 - (iii) ensuring all credit payments shall be requested to be made by wire. The Clerk-Treasurer is familiar with the wire payment procedures for the City and will ensure that the Form 8038-CP includes the

- proper information for payment of the credit to the proper person;
and
- (iv) alternatively, hiring a third party (the "Filing Agent") who shall be responsible for the matters in this Section 5 and any other responsibilities set forth in a filing agent agreement between the City and the Filing Agent.
- (b) In addition to the records retained pursuant to Section 3, the records to be obtained and maintained with respect to direct pay bonds are to include:
- (i) information, records, and calculations showing that Forms 8038-CP were properly prepared and timely filed, as described in (a) above;
 - (ii) all contracts that are subject to the federal Davis-Bacon prevailing wage rules; and
 - (iii) with respect to Qualified Energy Conservation Bonds, such documents, test results, audits, and reports obtained by the City that demonstrate that the final project has achieved a reduction in energy consumption in publicly-owned buildings by at least 20%.
- (c) The Clerk-Treasurer shall ensure that all contracts let for projects financed with direct pay bonds shall comply with the federal Davis-Bacon prevailing wage rules.

6. Taxable Governmental Bonds.

Most of the provisions of these policies and procedures are not applicable to governmental bonds the interest on which is includable in gross income for federal income tax purposes. However, if an issue of taxable governmental bonds is later refunded with the proceeds of an issue of tax-exempt governmental refunding bonds, then the uses of the proceeds of the taxable governmental bonds and the uses of the facilities financed with the proceeds of the taxable governmental bonds will be relevant to the tax-exempt status of the governmental refunding bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental bonds may be refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental bonds then, for purposes of these policies and procedures, the Clerk-Treasurer shall treat the issue of taxable governmental bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of these policies and procedures with respect to such taxable governmental bonds. The Clerk-Treasurer shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental bonds to refund an issue of taxable governmental bonds.

7. Qualified 501(c)(3) Bonds.

If the City issues bonds to finance a facility to be owned by the City but which may be used, in whole or in substantial part, by a nongovernmental organization that is exempt from federal income taxation under Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code (a "501(c)(3) Organization"), the City may elect to issue the bonds as "qualified 501(c)(3) bonds" the interest on which is exempt from federal income taxation under Sections 103 and 145 of the Code and applicable Treasury Regulations. Although such qualified 501(c)(3) bonds are not governmental bonds, at the election of the Clerk-Treasurer, for purposes

of these policies and procedures, the Clerk-Treasurer may treat such issue of qualified 501(c)(3) bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of these policies and procedures with respect to such qualified 501(c)(3) bonds. Alternatively, in cases where compliance activities are reasonably within the control of the relevant 501(c)(3) Organization, the Clerk-Treasurer may determine that all or some portion of the compliance responsibilities described herein shall be assigned to organization.

8. Conduit Bonds.

The provisions of these policies and procedures are primarily intended to be applicable to governmental bonds. However, the City may from time to time issue qualified 501(c)(3) bonds or other qualified private activity bonds that are not governmental bonds and loan the proceeds thereof to a nongovernmental organization that is the obligor on such conduit bonds. Although such conduit bonds are not governmental bonds, at the election of the Clerk-Treasurer, for purposes of these policies and procedures, the Clerk-Treasurer may treat such issue of conduit bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of these policies and procedures with respect to such conduit bonds. Alternatively, in cases where compliance activities are reasonably within the control of the relevant obligor, the Clerk-Treasurer may determine that all or some portion of the compliance responsibilities described herein shall be assigned to or required of such obligor.

9. General Requirements.

- (a) Periodically, the Clerk-Treasurer shall consult with Bond Counsel, general counsel, and municipal advisors to the City to determine if any changes to these procedures are advisable and shall amend these procedures accordingly.
- (b) These procedures may be amended or withdrawn from time to time and constitute internal management procedures for compliance with certain provisions of the Code and do not constitute and are not intended to be, rules of the City.

Adopted this 12th day of November, 2019 on behalf of the City.

CITY OF HAMBURG, MINNESOTA

By _____
Mayor

By _____
Clerk-Treasurer

ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
BITUMINOUS MATERIALS



HAMBURG, MN

831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
FAX 952-467-3894
EMAIL INFO@WMMUELLER.COM

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO:	City of Hamburg	DATE:	10/31/2019	PHONE:	952-467-3232
STREET:	181 Broadway Ave.	JOB NAME:	2019-2021 Snow Removal (2 year)		
CITY, STATE, ZIP:	Hamburg, MN 55339	JOB LOCATION:	Hamburg Streets		
CONTACT:	City Clerk	VIA:			

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- * Blade with Plow & Wing @ \$150.00 per hour
- * Sand Truck with Plow & Wing @ \$150.00 per hour
- * 966 Loader @ \$180.00 per hour
- * Truck to haul snow @ \$100.00 per hour
- * Truck & Sander @ \$100.00 per hour
- * Salt Sand @ \$65.00 per ton
- * Salt @ \$120.00 per ton

NOTES:

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS
FOR THE SUM OF:

*** PAYMENT TO BE MADE UPON COMPLETION ***

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US
IF NOT ACCEPTED WITHIN 30 DAYS.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, storm, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

AUTHORIZED
SIGNATURE:

Timothy Mueller

TITLE:

Secretary/Treasurer

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment is due upon receipt of invoice.** Owner agrees that Wm. Mueller and Sons, Inc. may charge interest at the rate of eighteen percent (18%) on any sum due under this contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, cost incidental to collection, and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner hereby releases Wm. Mueller and Sons, Inc. of notice requirements for lien rights in the event payments are not made as outlined above.

PLEASE SIGN AND RETURN ONE COPY

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

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.

5. 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.

6. 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, 2020 to December 31, 2021. 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. Contract rates for 2021 are a projected rate increase within a range of 2%-5%. The rate increase is capped at 5%.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2022, 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 expiring 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 Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
mwollin@co.carver.mn.us
Office: 952-361-1857
Cell: 952-220-7926

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 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 \$68.42 for the contract year 2020. Additional hours for deputies will be billed at \$71.33 for the contract year 2021.

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- Contract year 2020

Liaison Corporal .05 (2080 FTE)	\$5,374
Deputy .05 (2080 FTE)	\$5,374
CSO – 130 hours	\$5,607

VEHICLE COST-Contract year 2020

Patrol Vehicle – .05	\$1,218
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TOTAL POLICE SERVICES-Contract year 2020	\$17,573
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PERSONNEL COST- Contract year 2021

Liaison Corporal .05 (2080 FTE)	\$5,595
Deputy .05 (2080 FTE)	\$5,595
CSO – 130 hours	\$5,795

VEHICLE COST

Patrol Vehicle – .05	\$1,218
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TOTAL POLICE SERVICES-Contract year 2021	\$18,203
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<u>TOTAL POLICE SERVICES</u>	\$35,776
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the first year police staffing option costs hereunder, or \$8,786.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the amount, or \$8,786.50 to be paid on or before November 30 of the first contract year. The Sheriff shall invoice the amount, or \$9,101.50 to be paid on or before June 30, of the second contract year (2021) and \$9,101.50 to be paid on or before November 30 of the second contract year (2021).
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