



HAMBURG CITY COUNCIL AGENDA
DECEMBER 8, 2020

1. **Call Public Hearing to Order at 6:45 PM**
 - **Ordinance Number 163 (2021 City Fee Schedule)**
2. **Move to Close Public Hearing**
3. **Call City Council Meeting to Order at 7:00 PM**
 - **Pledge of Allegiance**
4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
5. **Agenda Review (Added Items) and Adoption**
6. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Added Claims for November 2020 (\$4,935.15)**
 - **Approve Claims List for December 2020 (\$21,343.49)**
 - **Approve Employee Time-Off Request (Jeremy Gruenhagen)**
 - **Approve MN Lawful Gambling Permit for Hamburg Baseball Club**
 - **52 Club Raffle**
 - **November 2020 Delinquent Utility Bills Report**
7. **Hamburg Fire Department – Chief Anderson**
 - **Approve HFD Standard Operating Procedures Updates**
 - **PERA Increase (HFDR Pension)**
 - **Firefighter John Michels**
 - **2020 Budget Items**
 - **SCBA Voice Emitters/Face Plates/Adapters**
 - **Pagers**
 - **Nomex Hoods**
 - **Redo Fire Hall Sign (Fire Station)**
 - **Mr. & Mrs. Santa Claus Visit (December 19th @ 5:00 PM)**
8. **City Fee Schedule for 2020**
 - **2021 City Fee Schedule Rates**
 - **Water/Sewer/Storm Water Rates for 2021**
 - **Adopt City Ordinance Number 163**



***HAMBURG CITY COUNCIL AGENDA
DECEMBER 8, 2020***

9. 2021 Final Tax Levy and Final Budget (Set & Adopt)

- **Public Comments on 2021 Final Budget & Tax Levy**
 - **Adopt/Approve 2021 Final Tax Levy Certification to Carver County**
 - **Adopt/Approve 2021 Final Budget**
 - **Approve Resolution Number 2020-16 (2021 Budget/Final Tax Levy)**

10. Old City Business

- **Public Hearing/City Council Meeting**
 - **December 22, 2020 @ 7:00 PM**

11. New City Business

- **City Attorney**
- **Hall/Park Rental June 19, 2021**
- **Waste Management Contract Extension (Commercial Accounts)**
- **Approve 2021 Agreement for Professional Services (City Engineer S.E.H)**

12. City Council Reports

- **Councilmember Jason Buckentin**
- **Councilmember Tim Tracy**
- **Councilmember Scott Feltmann**
- **Councilmember Eric Poppler**
- **Mayor Chris Lund**

13. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
DECEMBER 8, 2020***

COMMUNITY HALL/PARK EVENTS

- DECEMBER**
- 13 – Drive thru Santa (Park)**
 - 19 – Mr. & Mrs. Santa Claus Visit (Drive Thru Town)**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

- DECEMBER**
- 1 – Mayors In**
 - 1 – Budget Workshop Meeting – 6:00 PM**
 - 7 – HFD Training**
 - 7 – Hamburg Lions Club**
 - 8 – Public Hearing (Ordinance #163) – 6:45 PM**
 - 8 – Hamburg City Council Meeting – 7:00 PM**
 - 8 – Young America Township Meeting**
 - 21 – Hamburg Lions Club**
 - 22 – Public Hearing (420 Henrietta Ave) – 7:00 PM**
 - 22 – Hamburg City Council Meeting – Follow PH**
 - 24/25 – Christmas Holiday (City Offices Closed)**
 - 28 – Hamburg Fire Dept (Relief Assoc.) Meeting**

CITY OF HAMBURG
NOTICE OF PUBLIC HEARING
ORDINANCE NUMBER 163

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on December 8th, 2020 at 6:45 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

It is anticipated that some or all members of the City Council due to the COVID-19 Pandemic will participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021 rather than in-person at the City Council's regular meeting place at City Hall, 181 Broadway Avenue, Hamburg, Minnesota.

Members of the public can listen to and/or participate in the council meeting live online at <https://us02web.zoom.us/j/6817521480>, the Zoom App on your cellphone via the google play store, or by calling 1-312-626-6799. Use Meeting ID: 681 752 1480 when logging in or calling in. Use # as your participant ID.

The reason for the Public Hearing is to receive comments on Ordinance Number 163 for establishing City Fees for the 2021 Calendar Year.

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

Jeremy Gruenhagen
City Clerk-Treasurer

**CITY OF HAMBURG
ORDINANCE NUMBER 163**

AN ORDINANCE OF THE CITY OF HAMBURG SUMMARIZING AND REAFFIRMING 2021 FEES FOR CITY LICENSES, PERMITS AND SERVICES AND SCHEDULE OF FINES PROVIDING PROCEDURES FOR SUBSEQUENT REVIEW, MODIFICATION AND AMENDMENT.

THE CITY COUNCIL OF THE CITY OF HAMBURG, COUNTY OF CARVER AND STATE OF MINNESTOA, HEREBY ORDAINS:

SECTION ONE: CODE ESTABLISHED FEES.

The City of Hamburg code establishes certain fees which may be set from time to time by the City Council, and

SECTION TWO: SUMMARY OF EXISTING FEES AND FINES.

The City staff has reviewed the fees which the City currently charges and is recommending that the 2021 fee schedule with procedure for adjustments, attached hereto marked as Exhibit A, be adopted.

SECTION THREE: POLICY FOR FEE AND FINE SCHEDULE.

Council determines it is in the best interests of the citizens of the City to establish a master fee schedule to insure that established fees for licenses, permits, services and fines are fair, reasonable and proportionate to the actual cost of the circumstance for which the fee is imposed.

SECTION FOUR: FEES AND FINES NOT COVERED HERE.

The 2021 fee and fine schedule, Exhibit A attached, as part of this ordinance is intended to summarize and reaffirm existing fees and fines specifically covered in Exhibit A, intending that any fee or fine not included by this enactment shall continue in full force and effect where and as otherwise established and enacted.

SECTION FIVE: AMENDMENT.

The City Council of the City of Hamburg reserves its authority to, from time to time, but at least once annually, review the within schedule of fees and fines and to, by resolution enacted, make additions thereto or deletions there from and make such other modifications as are indicated necessary and appropriate.

SECTION SIX: EFFECTIVE DATE.

This ordinance adopting the Code of Ordinances, and the Code of Ordinances itself, shall take effect upon publication of this ordinance in the city's official newspaper. Passed and adopted by the City Council of the City of Hamburg this 8th day of December, 2020.

The 2021 City Fee Schedule (Exhibit A), stated herein, for the City of Hamburg is not being published but is available upon request. You can request a copy by calling City Offices at (952) 467-3232.

CHRIS LUND, MAYOR

ATTEST: _____
JEREMY GRUENHAGEN, CLERK-TREASURER

CITY OF HAMBURG
City Fee Schedule for 2021
Schedule A

Mayor	Chris Lund
Acting Mayor	Tim Tracy
Council Member	Scott Feltmann
Council Member	Eric Poppler
Council Member	Jessica Weber
Official Newspaper - Publications	News & Times
Bank & Depository - Utility Billing Collection Site	Security Bank and Trust
Building Inspector	MNSPECT
Emergency Manager	Fire Chief 2
City Engineer	Justin Black

Community Hall Rates

Hall Upstairs - 9:00 AM Access (Day Before Rental if not Rented)	Non-Resident Rate	\$800.00
Hall Reservation 2 Days Before Rental Date (4:00 PM Access)	Non-Resident Rate	\$900.00
Hall Reservation 2 Days Before Rental Date (9:00 AM Access)	Non-Resident Rate	\$1,000.00
Hall Upstairs - 9:00 AM Access (Day Before Rental if not Rented)	City Resident	\$750.00
Hall Reservation 2 Days Before Rental Date (4:00 PM Access)	City Resident	\$850.00
Hall Reservation 2 Days Before Rental Date (9:00 AM Access)	City Resident	\$950.00
Hall Rental Fee (Upstairs) for Local Businesses (9:00 AM Access)		\$400.00
Hall Rental Fee (Upstairs) for Benefits		\$400.00
Hall Basement One Day Rental Fee		\$200.00
Hall Damage Deposit		\$450.00
Down Payments on Hall Rental		\$150.00
Damage Deposit for Renting Tables (Wooden Tables Only)		\$10/Table
Damage Deposit for Chairs		\$1/Chair
Pop (Per Pound)		\$1.00
Cups (Per Cup)		\$0.05
		\$0.80 *

(* Denotes City Approved Club Rates - Fire Dept., Lions Club, Baseball Club, and Sportsmen's Club)

Community Center Rates

Community Center (Fire Hall) Rent	(\$100 Damage Deposit)	\$150.00
Community Center Rental Fee for Local Businesses	(\$100 Damage Deposit)	\$100.00

Park Shelter Rentals

Park Shelters & Lions Shelter	(\$100 Damage Deposit)	\$200.00
Park Shelter Rental Fee for Local Businesses	(\$100 Damage Deposit)	\$100.00

Water, Sewer, & Storm Water Rates

Water Hauled Out (Load)	Mileage = \$5/Mile	\$20/1,000 gallons
Metered Water (Base Fee)		\$24.90/Month
Metered Water (Per Thousand Gallons)		\$11.68
Water Capital Improvement Fee		\$10/Month
Sanitary Sewer (Base Fee) Per Unit		\$10.95/Month
Sanitary Sewer Metered (Per Thousand Gallons)		\$4.15
Storm Water Monthly Utility Fee	Residential Parcels	\$27.50/Month
Storm Water Monthly Utility Fee	Commercial/Multi-Family Parcels	\$44/Month
Late Fee on Utility Bill		10%
Water Hook Up Fee (WAC)		\$3,500
Sewer Hook Up Fee (SAC)		\$3,500
Water Reconnection Fee		\$100.00
Water/Sewer Permit Fee		\$50.00
Water Meter		Cost of Meter Plus 10%
Garbage	Residents Contract with Waste Management	

CITY OF HAMBURG
City Fee Schedule for 2021
Schedule A

Mayor	Chris Lund
Council Member/Vice Mayor	Tim Tracy
Council Member	Scott Feltmann
Council Member	Eric Poppler
Council Member	Jessica Weber
Official Newspaper - Publications	News & Times
Bank & Depository - Utility Billing Collection Site	Security Bank and Trust
Building Inspector	MNSPECT
Emergency Manager	Fire Chief 2
City Engineer	Justin Black

City Council & Special Rates

Mayor Salary		\$1,500.00
Council Salary		\$1,000.00
Special Meeting (City Related) - Per Member/Meeting		\$50/Meeting
Planning Commission Wages		\$25/Meeting
Election Judges (City Elections)		\$10/Hr
Public Hearing & Meetings (Requested by Residents) Held Before Regular City Mtg.		\$300.00
Public Hearing & Special Meetings (Requested by Residents) Other than Regular Mtg.		\$350.00
Variance/Conditional Use/Rezoning/Comp Plan Amend/Minor Subdivision (Per Land Use App)		\$300.00
Administrative Fee - Certified Letters		\$25.00
Background Check Fee		Cost of Background Check
City Man Power - Hourly Rate		\$35.00
City Man Power (Equipment) - Hourly Rate		\$110.00
Information Research Fee	Public Data Only	\$30/HR plus Materials
Copies	Per Page	\$0.25
Copy of City Ordinances		\$50.00
Copy of Comprehensive Plan, Zoning Ordinances, Financial Statement, City Tapes (Videos)		\$30.00
Copy of City SWMP, Sewer and Water Studies		\$30.00
Mileage	2021 IRS Rate	2021 IRS Rate
Returned Check Charge		\$30
Special Assessment Search		\$20
Animal License	Annual	\$10.00 *
Liquor Licenses - On Sale	Annual	\$1,200.00
Liquor Licenses - Off Sale	Annual	\$100.00
Liquor Licenses - Special Sunday	Annual	\$200.00
Tobacco License	Annual	\$100.00
Solicitor/Peddler Permit	Annual	\$25.00
Notary Public Fee	Per Page	\$2.00

*(Animal Licenses are due the first of the year)

Fire Call Rates

Fire/Accident Call Not Covered By Contract	\$450 First Hr. + \$350 Each Additional Hr.
On Call/Training Pay (Firefighters)	\$10/Call
First Responders	\$15/Call

CITY OF HAMBURG
NOTICE OF A HAMBURG CITY COUNCIL MEETING
TUESDAY, DECEMBER 8, 2020
7:00 P.M.

NOTICE IS HEREBY GIVEN, that the City of Hamburg City Council will hold a City Council Meeting on Tuesday, December 8, 2020 at 7:00 p.m., in the Council Chambers, 181 Broadway Avenue, Hamburg, MN.

This meeting is a regular scheduled meeting of the Hamburg City Council. Due to the current health pandemic of COVID-19, the Council Chambers will be closed to the public.

It is anticipated that some or all members of the City Council due to the COVID-19 Pandemic will participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021 rather than in-person at the City Council's regular meeting place at City Hall, 181 Broadway Avenue, Hamburg, Minnesota.

Members of the public can listen to and/or participate in the council meeting live online at <https://us02web.zoom.us/j/6817521480>, the Zoom App on your cellphone via the google play store, or by calling 1-312-626-6799. Use Meeting ID: 681 752 1480 when logging in or calling in. Use # as your participant ID.

To view a copy of the Agenda Packet please refer to the City Website: www.hamburgmn.com by clicking on the City Council Meetings tab. To be added to the Agenda please call City Offices by Noon on Friday.

If you have any questions, please contact City Hall (952) 467-3232 for further information.

POSTED BY THE HAMBURG CITY CLERK
Jeremy Gruenhagen, City Clerk/Treasurer

2020 November Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - October 2020	\$3,437.52	11/10/2020
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment October 2020	\$464.00	11/10/2020
ACH	PERA	Divided	PERA Withholding - October 2019	\$475.60	11/10/2020
ACH	PERA	Divided	PERA Withholding - October 2020	\$764.03	11/10/2020
ACH	PERA	Divided	PERA Withholding - November 2020	\$429.78	11/10/2020
ACH	PERA	Divided	PERA Withholding - November 2020	\$469.00	11/24/2020
ACH	Optum Bank	General Gov't	HSA Admin Fee's for City Employees 4th Qtr 2020	\$22.50	11/24/2020
ACH	HealthPartners	Divided	Health Insurance for November 2020	\$4,158.10	11/10/2020
ACH	Greg Schultz	Divided	Wages 10-19-20 to 11-01-20	\$1,887.98	11/10/2020
ACH	Tamara Bracht	Divided	Wages 10-19-20 to 11-01-20	\$418.51	11/10/2020
ACH	Jeremy Gruenhagen	Divided	November Wages	\$1,962.17	11/10/2020
ACH	Security Bank & Trust Co.	General Gov't	ACH Service Fees for October 2020	\$30.80	11/10/2020
ACH	Google	General Gov't	Email Accounts (9) by Google G Suite	\$108.00	11/10/2020
ACH	ZOOM	General Gov't	Video Conferencing	\$16.09	11/10/2020
ACH	Optum Bank	General Gov't	City HSA Contribution for 4th Qtr 2020 (Jeremy & Greg)	\$1,250.00	11/10/2020
ACH	Verizon Wireless	General Gov't	(7) Cell Phones Lines	\$290.15	11/10/2020
ACH	Greg Schultz	Divided	Wages 11-02-20 to 11-15-20	\$1,776.52	12/8/2020
ACH	Tamara Bracht	Divided	Wages 11-02-20 to 11-15-20	\$735.40	12/8/2020
ACH	Jeremy Gruenhagen	Divided	November Wages	\$1,996.09	12/8/2020
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for September 2020	\$30.80	12/8/2020
ACH	Deluxe	General Gov't	Laser 3-Up Checks (1,200)	\$310.50	12/8/2020
Debit Card	Kwik Trip	General Gov't	Election Judge Breakfast Items	\$38.53	11/10/2020
Debit Card	Amazon	General Gov't	Office Supplies (Folders/Dividers/Pens/Rubber Bands)	\$90.88	11/10/2020
Debit Card	Amazon	General Gov't	Office Supplies (Folders/Dividers/Pens/Rubber Bands)	\$25.84	12/8/2020
Debit Card	USPS	General Gov't	26th COVID-19 Newsletter 11/13/20	\$75.06	11/24/2020
Debit Card	USPS	General Gov't	27th COVID-19 Newsletter 11/19/20	\$75.06	11/24/2020
Debit Card	UPS Store	Water	Water Samples (Overnight)	\$12.06	11/24/2020
Debit Card	Unhinged	General Gov't	General Election Supplies (Dinner for Election Judges)	\$60.00	12/8/2020
20314	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for October	\$33.13	11/10/2020
20315	CarverLink	Divided	Telephone/Internet Services for October	\$160.40	11/10/2020
20316	Cintas	Hall	Cleaning Supplies for Hall	\$69.52	11/10/2020
20317	Coordinated Business Systems	General Gov't	Intermedia Monthly Charge Services and Equipment	\$61.77	11/10/2020
20318	EMTS	Public Safety (FD)	EMR Initial Course - Begins November 5	\$1,390.00	11/10/2020
20319	EPA Audio Visual, Inc.	General Gov't	2 Microphones with Stands, 1 Adapter Cord (CARES ACT)	\$539.66	11/10/2020
20320	Gopher State One	Divided	October Locates (5 locate requests at \$1.35 each)	\$6.75	11/10/2020
20321	Hawkins Chemicals	Water	Chemicals for WTP	\$1,982.47	11/10/2020
20322	Home Solutions	Park & Recreation	RV Anti-Freeze for Park Bathrooms	\$12.93	11/10/2020
20323	Jeremy Gruenhagen	General Gov't	Mileage Reimbursement, Election Food	\$419.54	11/10/2020
20324	Loffler Companies, Inc.	General Gov't	September Copies	\$114.73	11/10/2020
20325	Mathews Sewer Systems LLC	Sewer	Jacob St. Lift Station Pump Out, Hauling, & Disposal - 8/27/20	\$425.00	11/10/2020
20326	Melchert-Hubert & Sjodin, PLLP	General Gov't	Legal Fee's Regarding Litigation and Code Compliance	\$2,760.60	11/10/2020
20327	Menards	Divided	Ice Melt, Shop Mirrir, Snow Brush, Windshield Fluid, Truck W	\$111.42	11/10/2020
20328	Mini Biff, Inc.	Park & Recreation	Handicap Mini Biff Rental, Damage Waiver & Winterization	\$139.74	11/10/2020
20329	Minnesota Pump Works	Sewer	10/27/2020 Jacob Street Grinder Pump Station Clog - Pulled B	\$640.00	11/10/2020
20330	MN Rural Water Association	Divided	Membership Dues for December 2020 - December 2021	\$300.00	11/10/2020
20331	MES	Divided	Cardiac Science G3 Battery, AED Replacement Battery at CC	\$573.66	11/10/2020
20332	MVTL Labs, Inc.	Sewer	Lab Fees for Pond Discharges - Sample Dates Oct. 20, 28, 30	\$272.50	11/10/2020
20333	S.E.H. Inc.	Divided	Pond Capacity Study, Storm Sewer System Review, Water To	\$3,095.45	11/10/2020
20334	Total Compliance Solutions, Inc.	General Gov't	Yearly Consortium Cost for Random Drug/Alcohol Testing	\$160.00	11/10/2020
20335	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for October 2020	\$592.50	11/10/2020
20336	Wm. Mueller & Sons	Divided	Snow Plowing Oct. 13th Event, Fuel for City Vehicles and Mov	\$1,103.72	11/10/2020
20337	Xcel Energy, Inc.	Divided	Electricity / Natural Gas Services	\$1,236.92	11/10/2020
20338	Carver County Sheriff	Public Safety (FD)	2020 Police Contract 2nd Half	\$8,786.50	11/10/2020
20339	Audrey Kamps	General Gov't	Election Judge Training (3 Hours), General Election Nov. 3rd	\$105.00	11/10/2020
20340	Barb Droege	General Gov't	Election Judge Nov. 3rd (8.75 Hours)	\$87.50	11/10/2020
20341	CarverLink	Divided	Telephone/Internet Services for November	\$160.47	11/10/2020
20342	Colleen Johnson	General Gov't	Election Judge Training (3 Hours), General Election Nov. 3rd	\$105.00	11/10/2020
20343	Diane Hoffman	General Gov't	Election Judge Nov. 3rd (7.5 Hours)	\$75.00	11/10/2020
20344	Floyd Total Security	Sewer	Base Alarm Monitoring for Sewer Treatment Plant 12/3/20 - 3/2	\$92.07	11/10/2020
20345	Gerardo Marin	Water	Final Water Bill Overpayment	\$4.67	11/10/2020
20346	Jan Pulkrabek	General Gov't	Election Judge Nov. 3rd (7.75 Hours)	\$77.50	11/10/2020
20347	Janice Mackenthun	General Gov't	Election Judge Nov. 3rd (8.75 Hours)	\$87.50	11/10/2020
20348	Judy Perry	General Gov't	Election Judge Training (3 Hours), General Election Nov. 3rd	\$107.50	11/10/2020
20349	Kohl's Sweeping Service	Public Works (Streets)	Street Sweeping on November 3rd and 4th, 2020	\$940.00	11/10/2020
20350	Margaret Cummiskey	General Gov't	Election Judge Training (3 Hours), General Election Nov. 3rd	\$107.50	11/10/2020
20351	Perry Schroeder	General Gov't	Election Judge Nov. 3rd (7.5 Hours)	\$75.00	11/10/2020

2020 November Claims List

20352	W.S. Darley & Company	Public Safety (FD)	Gear Extractor and Dryer (CARES ACT)	\$16,175.00	11/10/2020
20353	Waste Management, Inc.	General Gov't	30 Yard Flat Green Yard Waste Containers (3 @ \$250.82 each)	\$827.70	11/10/2020
20354	Xcel Energy, Inc.	Divided	Electricity / Natural Gas Services	\$931.93	11/10/2020
20355	Municipal Emergency Services	Public Safety (FD)	4 Sets of Turn Out Gear	\$2,884.00	11/24/2020
20356	Chris Lund	General Gov't	October/November COVID ZOOM Meetings (Carver Cty/WH)	\$507.92	11/24/2020
20357	Ancom Communications	Public Safety (FD)	Chargers for Radios (3)	\$234.00	11/24/2020
20358	Bolton & Menk, Inc	General Gov't	Comp Plan Map Amendment/Future Land Use Map/Nuisance/F	\$560.00	11/24/2020
20359	Bruesehoff Seed	Parks	Mec Amine 1x4 EPA 34704-239 (Weed Killer)	\$90.65	11/24/2020
20360	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for November	\$33.13	11/24/2020
20361	CarQuest Auto Parts	Public Safety (FD)	4 Fuses for Grass 11	\$5.96	11/24/2020
20362	Carver County	General Gov't	2020 Assessment Contract	\$3,498.10	11/24/2020
20363	Cintas	Hall	Hall Cleaning Supplies - Invoice #4066828353	\$95.73	11/24/2020
20364	E.G. Rud & Sons Inc	General Gov't	Survey Control for Property Evaluation for Trebesch Properties	\$2,476.50	11/24/2020
20365	Jim Excavating, LLC	Sewer	Pumping & Disposal Grinder Station on 10/27/20	\$300.00	11/24/2020
20366	Loffler Companies, Inc.	General Gov't	Invoice #3565301 (October Copies)	\$158.86	11/24/2020
20367	Melchert-Hubert & Sjodin, PLLP	General Gov't	Legal Fees for Pending Litigation	\$4,656.99	11/24/2020
20368	Menards	Public Works (Streets)	(10) 48" Driveway Markers	\$19.90	11/24/2020
20369	Mini Biff, Inc.	Parks	Handicap Mini Biff Rental, Damage Waiver & Winterization	\$139.74	11/24/2020
20370	Minnesota Pump Works	Sewer	Installation of New Cutters, Diaphragm at Grinder Station (Jacob Str	\$2,157.00	11/24/2020
20371	MN BCA	Public Safety (FD)	Background Check - Cody John Harris	\$15.00	11/24/2020
20372	MN Dept. of Health	Water	Community Water Supply Service Connection Fee 4th Qtr	\$517.00	11/24/2020
20373	NAPA Auto Parts	GG/Parks	Oil Filters for Exmark Mowers/Ford Ranger	\$34.52	11/24/2020
20374	S.E.H. Inc.	Water/Sewer	Engineering Fees (WM Looping/Pond Capacity Study)	\$2,341.14	11/24/2020
20375	W.S. Darley & Company	Public Safety (FD)	Gear Extractor and Dryer Citrus Gear Cleaner	\$133.00	11/24/2020
20376	Wm. Mueller & Sons	Public Works (Streets)	Final Payment for 2020 Street Improvement Project (Jacob Str	\$5,418.46	11/24/2020
20377	Xcel Energy, Inc.	Divided	Electric & Natural Gas Bill 9/30/20 to 10/29/20	\$1,096.36	11/24/2020
				\$93,733.18	
			November Claims	\$60,770.39	11/10/2020
			Added November Claims	\$28,027.64	11/24/2020
			Added November Claims	\$4,935.15	12/8/2020
				\$93,733.18	

2019 December Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - November 2020	\$2,807.75	12/8/2020
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment November 2020	\$463.00	12/8/2020
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for November 2020	\$30.60	12/8/2020
ACH	PERA	Divided	PERA Withholding for November	\$757.03	12/8/2020
ACH	PERA	Divided	PERA Withholding for December	\$452.10	12/8/2020
ACH	HealthPartners	Divided	Health Insurance for December 2020	\$3,381.11	12/8/2020
ACH	Google	General Gov't	Email Account Service for November 2020	\$108.00	12/8/2020
ACH	Greg Schultz	Divided	Wages 11-16-20 to 11-29-20	\$1,748.71	12/8/2020
ACH	Tamara Bracht	Divided	Wages 11-16-20 to 11-29-20 (FFCRA Pay)	\$676.57	12/8/2020
ACH	Jeremy Gruenhagen	Divided	December Wages	\$1,962.17	12/8/2020
ACH	Verizon Wireless	General Gov't	(7) Cell Phones for 10/25/20 - 11/24/2020	\$290.15	12/8/2020
Debit Card	MCFOA	General Gov't	Membership Dues 2020-2021 for Deputy Clerk	\$46.00	12/8/2020
Debit Card	Hamburg Post Office	Divided	Postcard Stamps for Water Bills (4 Rolls), Postage for First Class	\$210.00	12/8/2020
Debit Card	USPS	General Gov't	COVID Newsletter December 4, 2020	\$74.68	12/8/2020
Debit Card	Amazon	General Gov't	2 Reams of 100# Paper	\$25.72	12/8/2020
Debit Card	Belnick Retail LLC	Hall	125 Grey Metal Folding Chairs	\$1,968.75	12/8/2020
20378	Carver County Tax Payer Services	General Gov't	Payable 2021 Truth in Taxation Billings	\$222.97	12/8/2020
20379	Coordinated Business Systems	General Gov't	Intermedia Monthly Equipment for 10/26/20-11/25/20	\$61.77	12/8/2020
20380	E.G. Rud & Sons, Inc.	General Gov't	Survey 190 Scheele Avenue and Set Property Pins	\$468.00	12/8/2020
20381	ECM Publishers, Inc.	General Gov't	Public Hearing Notice #163	\$41.58	12/8/2020
20382	Gerardo Marin	Water	Final Water Bill Overpayment via Credit Card	\$103.02	12/8/2020
20383	Gopher State One Call	Divided	November Locates (14 Billable Locate Requests at \$1.35 each)	\$18.90	12/8/2020
20384	Hoff Barry, P.A.	General Gov't	Email Correspondence with Title Company	\$72.00	12/8/2020
20385	Home Solutions	Sewer	Rodent Bait	\$16.18	12/8/2020
20386	Menards	Divided	2 Electric Switch Covers, 1 Gallon Paint with 2 Brushes, Batteries	\$125.78	12/8/2020
20387	Mini Biff, Inc.	Park & Rec.	Final 2020 Partial Month Billing for Handicap Mini Biff	\$41.92	12/8/2020
20388	Municipal Emergency Services	Public Safety (FD)	5 Helmet Lights, SCBA Repair, Battery Holder Assembly	\$993.75	12/8/2020
20389	Omega Rail Management, Inc.	Divided	Right-of-Way Rental Agreement with Railroad (MVRRA)	\$883.67	12/8/2020
20390	Plunkett's Pest Control	General Gov't	City Hall & FD Service on 11-25-2020	\$39.37	12/8/2020
20391	USA Blue Book	Water	Mini Marking Flags for Locates	\$14.79	12/8/2020
20392	W.W.O.T.A	Divided	Water/Wastewater Training & Assistance for November 2020	\$457.50	12/8/2020
20393	Waste Management, Inc.	Sanitation	30 Yard Flat Green Yard Waste Container	\$827.70	12/8/2020
20394	Wm. Mueller & Sons	Public Works	Fuel for City Vehicles, Nov. 11 Snow Event Plowing	\$988.58	12/8/2020
20395	Xcel Energy	Divided	Electricity/Natural Gas for 10/29/2020 - 12/1/2020 (2 of 4 Bills)	\$963.67	12/8/2020
				\$21,343.49	

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: December 4, 2020

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: December 23rd
December 28th
December 29th

How many **Vacation** hours will be used? 8

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

Is there a **Holiday** during your time off? Yes

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? Yes

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: 12-8-2020

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen 12-4-2020
Employee Signature Date

City Clerk/Treasurer Date

Mayor Date



LG220 Application for Exempt Permit

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

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

ORGANIZATION INFORMATION

Organization Name: HAMBURG BASEBALL CLUB
Previous Gambling Permit Number: X 34106-20-001
Minnesota Tax ID Number, if any: 41-1287810
Federal Employer ID Number (FEIN), if any:
Mailing Address: 639 KIM AVE.
City: Hamburg State: MN Zip: 55339 County: CARVER
Name of Chief Executive Officer (CEO): Richard Schug
CEO Daytime Phone: 612-418-5890 CEO Email: Richard.Schug@LFC.MN.GOV
Email permit to (if other than the CEO):

NONPROFIT STATUS

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

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

[] A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division
[X] IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
[] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): HAMBURG BASEBALL PARK
Physical Address (do not use P.O. box): 401 SOPHIA AVE
Check one: [X] City: HAMBURG Zip: 55339 County: CARVER
Date(s) of activity (for raffles, indicate the date of the drawing): 6-6-2021

Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [] Pull-Tabs [] Tipboards [X] Raffle

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

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: City of Hamburg

Signature of City Personnel: _____

Title: Mayor Date: 12-8-2020

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Richard Schug Date: 11-25-2020
(Signature must be CEO's signature; designee may not sign)

Print Name: Richard Schug

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

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

NOVEMBER DELINQUENCY REPORT 2020

NOTES	Account #	AMOUNT OVER DUE	CURRENT BILL NOVEMBER USAGE	ACCOUNT BALANCE		PAYMENTS	UPDATED BALANCE
	01-00002611-00-5	\$321.25	\$161.90	\$483.15			
	01-00009420-00-6	\$111.78	\$90.85	\$202.63			
	01-00014410-00-1	\$352.97	\$89.31	\$442.28			
	01-00007625-00-7	\$301.87	\$163.89	\$465.76			
	01-00016601-00-1	\$164.22	\$201.32	\$365.54			
	01-00009470-00-1	\$277.76	\$301.47	\$579.23			
	01-00006418-00-4	\$134.39	\$125.31	\$259.70			
	01-00006190-01-2	\$158.49	\$160.11	\$318.60			
	01-00011960-00-4	\$119.78	\$117.88	\$237.66			
	01-00005490-00-1	\$264.37	\$225.85	\$490.22			
	01-00011846-00-7	\$173.52	\$146.52	\$320.04			
	01-00007630-00-5	\$113.47	\$114.38	\$227.85			
	01-00003619-00-2	\$438.07	\$108.06	\$546.13			
	01-00008331-00-4	\$112.17	\$106.24	\$218.41			
	01-00017615-00-7	\$301.45	\$156.37	\$457.82			
		\$3,345.56	\$2,269.46	\$5,615.02	\$0.00		\$0.00

Public Employees Retirement Association of Minnesota

60 Empire Drive, Suite 200
 St. Paul, MN 55103-2088
 Phone: 651-296-7460 or 1-800-652-9026
 Website: www.mnpera.org



September 1, 2020

PERA ID 5074-00

Governing Body and Fire Chief
 Hamburg VFD

cityadmin@cityofhamburgmn.com; chief1@cityofhamburgmn.com

We received your request for a cost analysis to estimate the cost of increasing the benefit level in the Statewide Volunteer Firefighter Plan administered by PERA. Based on current information, we have developed this spreadsheet and a cost analysis for the benefit levels you requested. The results are shown below.

A. Benefit Level (per year of service):	\$ 1,900	\$ 2,000	\$ 2,100	\$ 2,200
B. Projected Present Assets 12/31/2020 [Attached]	540,799	540,799	540,799	540,799
C. Accrued Liability 12/31/2020 [Attached]	484,817	502,842	520,866	538,926
D. Surplus/ (Deficit) [B-C]	55,981	37,957	19,933	1,873
E. Funding Ratio at 12/31/2020 [B/C]	112%	108%	104%	100%
F. Accrued Liability 12/31/2021 [Attached]	529,259	549,269	569,280	589,338
G. Financial Requirement: Increase in Liability [F -C]	44,441	46,428	48,414	50,412
H. Financial Requirement: PERA Fees [\$30/member]	840	840	840	840
I. Financial Requirement: 1/10th of Deficit/(Surplus, if 3rd yr) [D/10]	(5,598)	(3,796)	(1,993)	(187)
J. Financial Requirement: Total [G+H+I]	39,683	43,472	47,261	51,065
K. Reductions to Financial Requirement:				
Projected Fire State Aid [2020 Amount @1.035]	14,207	14,207	14,207	14,207
Investment Earnings [6% on Projected Present Assets]	32,448	32,448	32,448	32,448
L. Estimated Required Contribution [J-K]	None	None	\$ 606	\$ 4,410

Please note that these are estimates only. The figures shown above on Line L are estimates of required contributions that would be due on December 31, 2021 and beyond at the given benefit levels.

The estimate calculations were based on member information that was available at the time of preparing the analysis. Please review the membership data and make any corrections to that data. If you return that to me, I will prepare an updated cost estimate for you to review.

If you have any questions, please do not hesitate to contact me by phone (651-201-2666) or by email at sharyn.north@mnpera.org.

Sincerely,

Sharyn North
 Principal Accounting Officer, PERA

Statewide Volunteer Firefighter Plan

MODEL RESOLUTION

CITY OF _____

RESOLUTION No. _____

A RESOLUTION OPTING TO INCREASE THE BENEFIT LEVEL FOR FIREFIGHTERS WHO ARE VESTED IN THE STATEWIDE VOLUNTEER FIREFIGHTER PLAN

The City Council of the City of _____, Minnesota, does ordain:

WHEREAS: The City previously authorized the fire department to join the Statewide Volunteer Firefighter Plan administered by the Public Employees Retirement Association (PERA); and

WHEREAS: The City requested and obtained a cost analysis of increasing the benefit level for firefighters who are vested in the Statewide Volunteer Firefighter Plan from PERA not more than 120 days ago; and

WHEREAS: The City understands that Minnesota statute allows an increase in benefit levels if the plan is fully funded, but does not have provisions for a decrease in benefit levels; and

WHEREAS: The City highly values the contributions of City Fire Department members to the safety and well being of our community and wishes to safeguard their pension investments in a prudent manner.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, MINNESOTA:

- 1) The City hereby approves an increase in the benefit level for firefighters who have completed at least 5 years of good time service credit as a member of the Statewide Volunteer Firefighter Plan administered by PERA at the \$ _____ benefit level per year of service, effective January 1, 20____; and
- 2) The City Clerk/Administrator and Mayor are hereby authorized to execute all documents necessary to effectuate the intent of this resolution.

The motion for the adoption of the foregoing resolution was proposed by Councilmember _____ and was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2020-16**

RESOLUTION APPROVING 2021 BUDGET AND 2021 FINAL TAX LEVY

WHEREAS, Minnesota State Statutes requires, on or before December 28, each taxing authority shall adopt a final budget and shall certify to the County Auditor the final property tax levy for taxes payable in the following year; and

WHEREAS, The Hamburg City Council and City staff have done analysis of the demands for goods, services and other debt obligations to be provided for the City in 2021 and approved its Final Budget for 2021 on December 8, 2020; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF HAMBURG, MINNESOTA, The Hamburg City Council adopted its final tax levy, collectible in 2021, which was set at \$519,664 on December 8, 2020; and

NOW THEREFORE, BE IT RESOLVED, The Clerk-Treasurer will certify said tax levy to the County Auditor of Carver County and will submit a completed form TNT-2020 to the MN Department of Revenue by December 31, 2020.

I CERTIFY THAT the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 8th day of December, 2020.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk/Treasurer



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

**CITY OF HAMBURG
NOTICE OF PUBLIC HEARING
VARIANCE REQUEST
420 HENRIETTA AVENUE**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on December 22, 2020 at 7:00 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

The reason for the public hearing is to hear a request by Michael Royal to construct an addition to his Detached Garage at 420 Henrietta Avenue (PID 45.0500300). Mr. Royal is requesting a variance from the ordinance standards (setback requirements) of the Hamburg Zoning Ordinance for Accessory Structures/Garages.

All interested parties are urged to call in to the public hearing or submit comment via mail to: PO Box 248, Hamburg, MN 55339, by phone at 952-467-3232, or email: cityadmin@cityofhamburgmn.com.

City Council Meeting to follow the Public Hearing.

Due to the current health pandemic of COVID-19, the Council Chambers will be closed to the public. It is anticipated that some or all members of the City Council will participate in the hearing/council meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021 rather than in-person at the City Council's regular meeting place at City Hall, 181 Broadway Avenue, Hamburg, Minnesota.

Members of the public can listen to and/or participate in the hearing/council meeting live online at <https://us02web.zoom.us/j/6817521480> or by calling 1-312-626-6799. Use Meeting ID: 681 752 1480 when logging in or calling in. Use the # key as your participant ID.

Jeremy Gruenhagen
City Clerk-Treasurer

Carver County Property Information

420 henrietta ave

Basemap Themes

Search on address, property ID, or addition name

Welcome

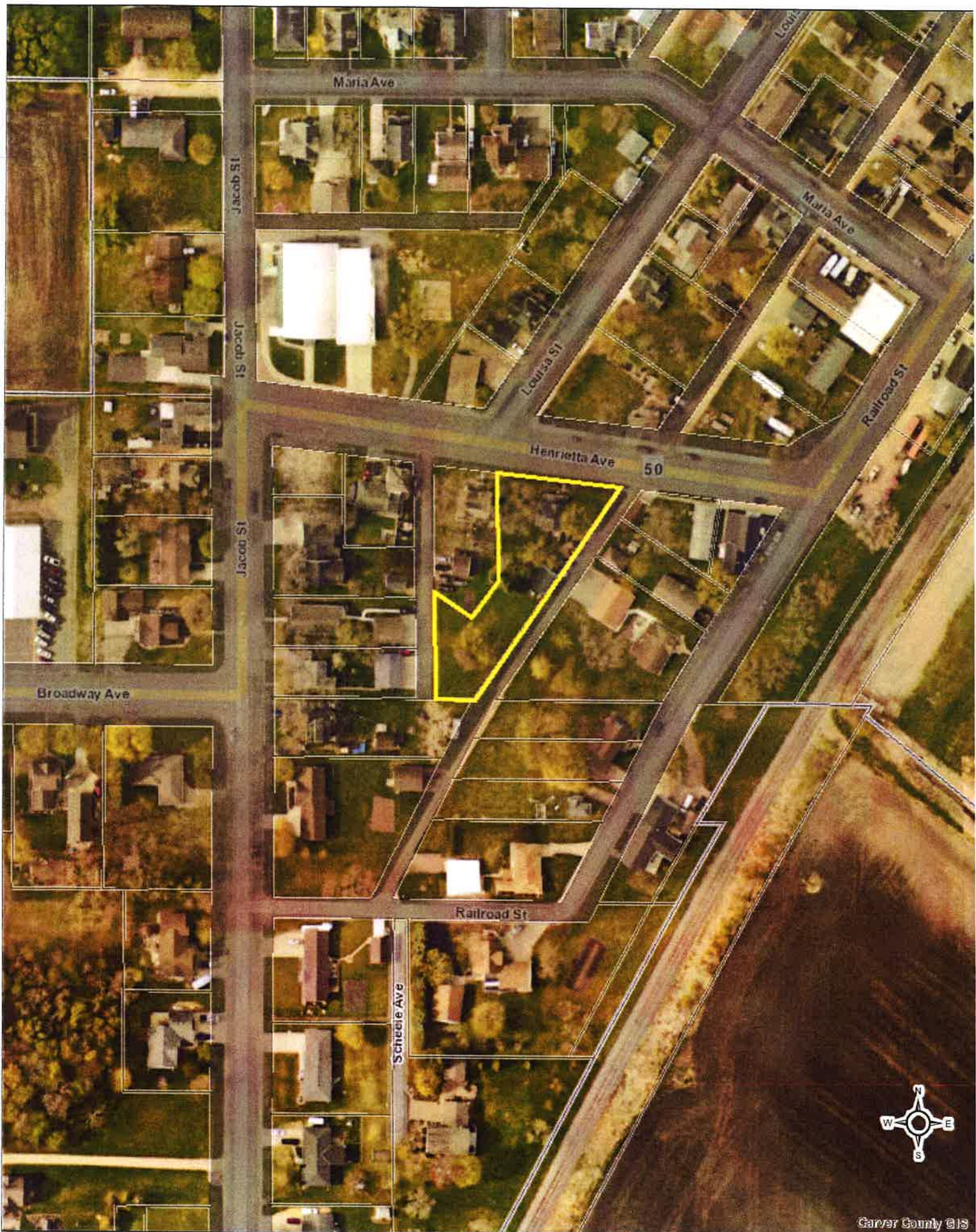
Property Information

General	
Taxpayer	MICHAEL T ROYAL
Taxpayer 2	
Taxpayer Address	420 HENRIETTA AVE HAMBURG, MN 55339-9464
Property Address	420 HENRIETTA AVE HAMBURG, MN 55339
City/Township	HAMBURG
Use 1	Res 1 unit

Tax
Building
Photo
Property Viewers

Print
Measure
Legend





Carver County ©13

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

Map Date: 12/2/2020

Certificate of Survey

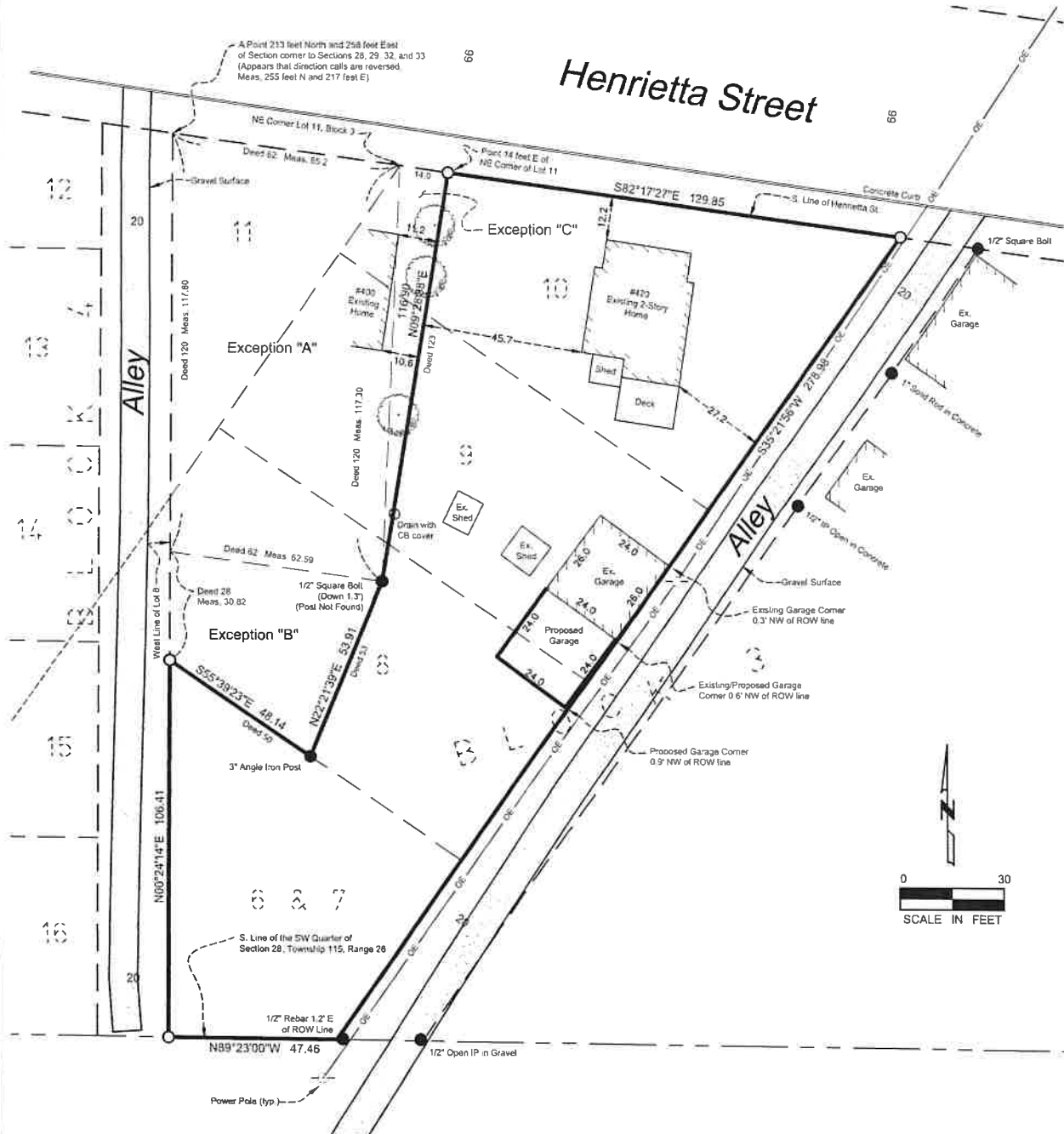
Survey Prepared For: Mike Royal and Relay Construction

Property Description: Lots No. 6, 7, 8, 9, 10 and 11 of Block 3 in the Village of Hamburg, Carver County, Minnesota, EXCEPTNG therefrom the following pieces, marked A, B and C:

A: Commencing at a point 213 feet North and 258 feet East of Section corner to Sections 28, 29, 32 and 33, Township 115, Range 26, being the Northwest corner of Block 3, Village of Hamburg, thence South 84 degrees East 62 feet to Northeast corner of Lot 11, Block 3, thence South 120 feet to a post in Lot 8, Block 3, thence North 84 degrees West 62 feet to a point in the West line of said Lot 8, thence North 120 feet to place of beginning, being all of Lot 11 and part of Lots 8, 9 and 10, Block 3, Village of Hamburg.

B: Commencing at a point 120 feet South of the Northwest corner of Lot 11, Block 3, Village of Hamburg, thence South 84 degrees East 62 feet, thence Southwesterly 53 feet to a point in South line of Lot 8, Block 3, thence Northwesterly 50 feet to Southwest corner of Lot 8, Block 3, thence North 28 feet to place of beginning, being part of Lot 8, Block 3, Village of Hamburg.

C: Commencing at a point on South line of Henrietta Street in the Village of Hamburg 14 feet East of Northeast corner of Lot 11, Block 3, thence West along said street 14 feet to Northeast corner of said Lot 11, thence South along East line of Fred Schaefer's land (as described in Book "16" Deeds, Page 546) 120 feet, thence Northeasterly 123 feet to place of beginning, being part of Lots 9 and 10, Block 3, in the Village of Hamburg, according to the latest plat of said Village on file in the Office of the Register of Deeds in and for Carver County, Minnesota.



Notes

1. This Survey intends to show the boundaries of the above described property and the location of certain existing and proposed improvements thereon. It does not purport to show any other encumbrances or encroachments. Legal Description is per Carver County Doc. No. A430716.

2. The Basis of Bearings for this survey is the Carver County Coordinate System.

3. Property is zoned R1 - Single Family Residential

4. Field Survey completed October 15, 2020.

5. Parcel Area = 21,517 sq. ft. = 0.49 Acre

6. Indicates 1/2" x 14" Iron Pipe Set and Marked with PLS # 48176: ○

LINDGREN
Land Surveying

PO Box 217
Chanhausen, MN 55317
(952) 223-0063

I hereby certify that this survey, map, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed: *Eric B. Lindgren*
Eric B. Lindgren, Land Surveyor
Minnesota License Number 48176

Date: October 20, 2020

PROJ. NO.
04020R

SHEET
1 of 1

BOOK/PAGE
001/119



Building a Better World
for All of Us™

December 8, 2020

RE: City of Hamburg, Minnesota
2021 Agreement for Professional Services
SEH No. HAMBU 154661 10.03

Jeremy Gruenhagen
City Clerk/Treas.
City of Hamburg
PO Box 248
Hamburg, MN 55339

Dear Jeremy:

Short Elliott Hendrickson Inc. (SEH®) is honored to serve as the City Engineer for the City of Hamburg. Our current Master Agreement for Professional Services is dated March 25, 2015. I have attached a new Master Agreement dated January 1, 2021, for your consideration and approval. As a supplement to the Master Agreement, we understand that the City of Hamburg would like to engage SEH to provide general engineering, architectural and other consulting services to the City of Hamburg on an "as requested" basis.

As we discussed, this work may include items such as site plan review, cost estimating, architectural review, structural review, project review and discussions, RPR services, mapping, grant writing or other work as requested by the City. It is understood that work under this project number and agreement will be based on written (hard copy or email) requests from the City Clerk to SEH Client Service Manager Justin Black, or assigned representatives. Since SEH only completes this work at the request of the City, the total, yearly amount of work can vary. Based on discussions with the City, we are proposing a total not-to-exceed amount for 2021 of \$5,000. The City would be provided a detailed invoice of the work completed.

PROPOSED FEES

We propose to provide the services outlined above for the City of Hamburg on an Hourly basis, not-to-exceed a total of **\$5,000** in calendar year 2021.

Please contact us with any questions or comments concerning this proposal/agreement. If this proposal is acceptable to you, please sign two copies of the attached Master Agreement for Professional Services and the Supplemental Letter Agreement, keep one for your files, and return one to me.

Sincerely,

A handwritten signature in black ink that reads "Justin Black".

Justin Black, PE
Client Service Manager
(Lic. MN)

jb

Enclosures

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Engineers | Architects | Planners | Scientists

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

SEH is 100% employee-owned | sehinc.com | 320.587.7341 | 800.838.8666 | 888.908.8166 fax

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of January 1, 2021, between City of Hamburg, Minnesota ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Hamburg, Minnesota

By: 
Justin Black
Title: Associate/Client Service Manager

By: _____
Title: _____

x:\fj\hambu\154661\1-gen\10-setup-cont\03-proposal\2021 gen eng\master agreement_01.01.2021.docx

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Hamburg, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2021, this Supplemental Letter Agreement dated January 1, 2021, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2021 General Engineering Services.

Client's Authorized Representative: Jeremy Gruenhagen
Address: PO Box 248
Hamburg, MN 55339
Telephone: 952.467.3232 **email:** hamburgcityhall@gmail.com

Project Manager: Justin Black, PE (Lic. MN)
Address: PO Box 308
Hutchinson, MN 55350
Telephone: 952.913.0702 **email:** jblack@sehinc.com

Scope: The Basic Services to be provided by Consultant:

General engineering, architectural, or other consulting services as indicated in the attached letter dated December 8, 2020.

Schedule: Services to be provided in calendar year 2021.

Payment: The fee is hourly not-to-exceed \$5,000 including expenses and equipment without written approval from Client.


The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Hamburg, Minnesota

By: 
Justin Black
Title: Client Service Manager/Associate

By: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Hamburg, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2021

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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