



HAMBURG CITY COUNCIL AGENDA
AUGUST 13, 2019

1. **Call Public Hearing to Order @ 7:00 PM**
 - **Variance Request (601 Robert Avenue)**

2. **Adjourn Public Hearing**

3. **Call City Council Meeting to Order**
 - **Pledge of Allegiance**

4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*

5. **Agenda Review (Added Items) and Adoption**

6. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Added Payment of July Claims List (\$6,143.68)**
 - **Approve Payment of August Claims (\$50,878.66)**
 - **Approve Liability Coverage Waiver Form (LMCIT)**
 - **Approve Time-Off Request (Jeremy Gruenhagen)**
 - **MN Open Meeting Law Training (August 14, 2019)**
 - **Delinquent Utility Bills Report**
 - **Employee Project Lists**

7. **Nick Rogosienski – 430 Louisa Street**
 - **Parcel 45.7000010**
 - **Minor Subdivision of Lot**

8. **Old City Business**
 - **Animal Ordinance (Allow Chickens)**
 - **Motion to Approve Ordinance Number 162**
 - **Land Use Application (Jeff Kamps)**
 - **Variance Request for Garage**
 - **George Street Development Project**
 - **Survey Costs**
 - **Water Tower (Update)**
 - **MN Dept. of Health Letter**
 - **Seal Coating (Sophia Ave, Central & Jacob St)**
 - **National Night Out (August 6, 2019)**



HAMBURG CITY COUNCIL AGENDA
AUGUST 13, 2019

9. New City Business

- **2020 Proposed Budget**
 - **2020 Prosecution Contract**
 - **2020/2021 Draft Policing Contract**
 - **2020 Service Agreement for Joint Assessment (Carver County)**
 - **2020 Budget Workshop Dates**

10. City Council Reports

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

11. Storm Water Easement/Title – Pending Litigation (Closed Meeting)

- **Parcel 11.0282010**

12. Adjourn City Council Meeting

**CITY OF HAMBURG
NOTICE OF PUBLIC HEARING
VARIANCE REQUEST (CORRECTION)
601 ROBERT AVENUE**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on August 13, 2019 at 7:000 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 Jeff & Sonia Kamps to construct an Accessory Structure (Detached Garage). The R-1 Single Family Residence District of the Hamburg City Code requires accessory structures to be setback 20 feet from the lot line when entered directly from a side street. The Kamps are requesting a 10-foot variance from the 20-foot yard setback requirement.

If you have any questions or concerns about this hearing feel free to attend this hearing, call the City Offices at (952) 467-3232 or write in advance to the City of Hamburg, 181 Broadway Ave., Hamburg, MN 55339.

City Council Meeting to follow Public Hearing.

Jeremy Gruenhagen
City Clerk-Treasurer

City of Hamburg – Land Use Application

Applicant Information:

Name Jeff Kamps	Address 601 Robert Avenue	City Hamburg	State/Zip MN 55339
Home Phone 952-467-2790	Email KampsJeff@yahoo.com	Cell 612-968-5257	Other Phone

Location of Property: (attach a separate sheet if necessary)

Street address if known: 601 Robert Avenue	Addition: Hamburg 1st Addt
Property ID# 45.2000090	Lot: 1 Block: 3
Type of Use: Res. Home	Property Size: (acres or square feet) .35

Property Owner Information:

Do you Own the Property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if no please fill in the information below)			
Owners Name	Address	City	State/Zip
Home Phone	Fax	Cell	Other Phone

Land Use Request & Fee Amt: (please check any that apply)

<input checked="" type="checkbox"/>	*Variance	\$300.00		*Minor Subd 3 or less	\$300.00
	*Conditional Use	\$300.00		Subd. Sketch Plan	\$ None
	Land Disturb/Fill	\$50.00		*Subd Prel. Plat	\$300/+\$5 per lot
	*Rezoning	\$300.00		Subd Final Plat	\$300/+\$5 per lot
	*Comp Plan Amend	\$300 ea.		Park Dedication Fees	10% land or \$300 per lot
	Other:			Subd Deposit for Prof. fees	\$1000.00

Brief Description of Request (Please attach a site plan showing existing and proposed features. Attach separate sheets if necessary, including Variance Rationale, if necessary):

I want to put a garage closer to the property line.
Would like to be 10 feet from property line instead
of 20 feet from the property line, street side

NOTICE OF FEES: The Property Owner and Applicant shall reimburse the city for all costs that it incurs in reviewing, investigating, and administering the application for land use permit[s] in amounts provided in the Fee Schedule. Such Costs may include, but are not limited to, direct city payroll and overhead costs, fees paid to consultants and other professionals, including attorneys and engineers, and the cost of printing, mailing and supplies. These Fees are due immediately upon billing by the City. Bills shall be mailed to the address above and shall also be emailed. The city shall provide, upon request, an itemized statement of the various costs incurred by the city. The city may deny final action on a land use application and/or rescind prior action until all Fees are paid; unless the provisions of Minn. Stat. 462.353, subd. 4(d) are utilized and the deposit contemplated therein is made. The city may require additional deposits, if deemed necessary.

If there is both an Applicant and Owner, they shall be jointly and severally responsible for all fees incurred.

PROPERTY ENTRY. The Property Owner and Applicant agrees to allow city staff, commission members, and council members access to the property, at reasonable times after reasonable notice to the Property Owner and Applicant by mail, email or verbal notification. Notice shall be provided at least 48 hours

Brad Street

⊗ 9 Foot Row
Side Lot

Right of Way
Property Line

10'



25'

25'

Property line

House & Garage

Robert Ave

Jeff Kamps

Request for a Variance
From 20' to 5-1/8' From Right of Way

601 Robert Ave.
415. 2000090

2018 July Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - June 2019	\$2,721.88	7/9/2019
ACH	MN Dept. of Revenue	Divided	June 2019 State Withholding Tax Payment	\$486.00	7/9/2019
ACH	PERA	Divided	PERA Withholding - June 2019	\$476.43	7/9/2019
ACH	PERA	Divided	PERA Withholding - June 2019	\$721.19	7/9/2019
ACH	PERA	Divided	PERA Withholding - July 2019	\$482.74	7/9/2019
ACH	HealthPartners	Divided	Health Insurance for July 2019	\$3,580.06	7/9/2019
ACH	Mel Sprengeler	Divided	Wages 6-17-19 to 6-30-19	\$237.57	7/9/2019
ACH	Greg Schultz	Divided	Wages 6-17-19 to 6-30-19	\$1,777.98	7/9/2019
ACH	Tamara Bracht	Divided	Wages 6-17-19 to 6-30-19	\$787.23	7/9/2019
ACH	Jeremy Gruenhagen	Divided	July Wages	\$1,932.61	7/9/2019
ACH	Google	General Gov't	Email Account Service for June 2019	\$108.00	7/9/2019
ACH	MN Dept. of Revenue	Divided	Sales & Use Tax for 2nd Qtr 2019	\$54.00	7/30/2019
ACH	Kwik Trip	Divided	Gas for City and FD Vehicles	\$151.72	7/30/2019
ACH	Jeremy Gruenhagen	Divided	June Wages	\$1,881.72	8/13/2019
ACH	Mel Sprengeler	Divided	Wages 6-17-19 to 6-30-19	\$333.54	8/13/2019
ACH	Greg Schultz	Divided	Wages 6-17-19 to 6-30-19	\$1,576.50	8/13/2019
ACH	Tamara Bracht	Divided	Wages 6-17-19 to 6-30-19	\$376.88	8/13/2019
ACH	Jeremy Gruenhagen	Divided	July Wages	\$1,932.61	8/13/2019
Debit Card	Hamburg Post Office	Water	Postage for 3 Water Samples	\$42.43	8/13/2019
Debit Card	Active911, Inc.	Public Safety (FD)	3 Activations for New Recruits @ \$7.25 per (Pro-rated)	\$21.75	7/9/2019
19684	Active911, Inc.	VOID	was a debit card transaction not a live bill	\$0.00	7/9/2019
19682	Bolton & Menk, Inc.	General Gov't	Project T61.117575 Planning Services	\$40.00	7/9/2019
19683	Carver County Attorney's Office	General Gov't	2nd Quarter Fines Collected - 1/2 Due to Attorney's Off	\$70.39	7/9/2019
19684	ECM Publishers, Inc.	General Gov't	Drinking Water System Project Notice	\$113.40	7/9/2019
19685	Gopher State One Call	Divided	June Locates (13)	\$17.55	7/9/2019
19686	Loffler Companies, Inc.	General Gov't	June Copies	\$22.85	7/9/2019
19687	Melchert, Hubert & Sjodin, PLLP	General Gov't	Communications in June for Litigation Issue	\$390.00	7/9/2019
19688	Mini Biff	Park & Rec.	Handicap Mini Biff Rental & Damage Waiver	\$136.66	7/9/2019
19689	MN Fire Service Cert. Board	Public Safety (FD)	Instructor I & II Cert. Exams for Jared Mackenthun 5-1	\$345.00	7/9/2019
19690	MVTL Labs, Inc.	Sewer	Lab Fees for Quarterly Influent sampled 6-20-19	\$79.50	7/9/2019
19691	NAPA Auto Parts	General Gov't	(3) 2 Cycle Oil, (9) Quarts HD30, Compound	\$68.67	7/9/2019
19692	Plunkett's Pest Control Inc.	General Gov't	City Hall & FD 6-26-19	\$39.37	7/9/2019
19693	Verizon Wireless	General Gov't	Cell Phone Plans (3) for May 25 - June 24 (Jason and F	\$58.80	7/9/2019
19694	Viking Bottling Co.	Hall	Pop for Hall	\$18.00	7/9/2019
19695	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for June 2019	\$405.00	7/9/2019
19696	Wm. Mueller & Sons	Divided	Gas for City Vehicle, Lawn Mower, and Baseball Park I	\$299.36	7/9/2019
19697	Abdo, Eick & Meyers, LLP	General Gov't	Audit Services	\$3,300.00	7/30/2019
19698	Bergerson-Caswell Inc.	Water	Well Pump #3 Replacement Project	\$15,692.25	7/30/2019
19699	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for July	\$33.13	7/30/2019
19700	Carver County/Jaguar	General Gov't	Telephone/Internet Services July 2019	\$109.36	7/30/2019
19701	ECM Publishing, Inc.	General Gov't	Robert Ave. Variance & Ordinance 162 Public Hearing	\$56.70	7/30/2019
19702	Melchert-Hubert & Sjodin, PLLP	General Gov't	Correspondence Regarding Wage Statutes	\$75.00	7/30/2019
19703	Menards	Public Safety (FD)	Class B Furnace Pipe	\$17.49	7/30/2019
19704	MNSPECT	Public Safety	Residential & Commercial Permits, Inspections and In	\$653.98	7/30/2019
19705	Plunkett's Pest Control Inc.	General Gov't	City Hall, FD, & Comm. Hall Pest Control 7-8-19	\$139.12	7/30/2019
19706	S.E.H. Inc.	Divided	Water Tower Design, On-Site Rep. for George St. Proje	\$10,709.82	7/30/2019
19707	Xcel Energy	Divided	Electricity/Natural Gas Services	\$1,964.62	7/30/2019
				\$54,538.86	
			July Claims	\$15,437.99	7/9/2019
			Added July Claims	\$32,957.19	7/30/2019
			Added July Claims	\$6,143.68	8/13/2019
			Total June Claims	\$54,538.86	

2019 August Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July 2019	\$2,697.02	8/13/2019
ACH	MN Dept. of Revenue	Divided	July 2018 State Withholding Tax Payment	\$480.00	8/13/2019
ACH	PERA	Divided	PERA Withholding - July 2019	\$361.93	8/13/2019
ACH	PERA	Divided	PERA Withholding - July 2019	\$742.19	8/13/2019
ACH	PERA	Divided	PERA Withholding - August 2019	\$434.95	8/13/2019
ACH	HealthPartners	Divided	Health Insurance for August 2019	\$3,580.06	8/13/2019
ACH	Google	General Gov't	Email Account Service for July 2019	\$108.00	8/13/2019
ACH	Kwik Trip	Divided	Fuel for FD and City Small Engines	\$151.72	8/13/2019
ACH	Mel Sprengeler	Divided	Wages 7-15-19 to 7-29-19	\$298.18	8/13/2019
ACH	Greg Schultz	Divided	Wages 7-15-19 to 7-29-19	\$1,665.00	8/13/2019
ACH	Tamara Bracht	Divided	Wages 7-15-19 to 7-29-19	\$610.75	8/13/2019
ACH	Jeremy Gruenhagen	Divided	August Wages	\$1,881.73	8/13/2019
Debit Card	Hamburg Post Office	Divided	Postcard Stamps for Water Bills and Reminders (6)	\$210.00	8/13/2019
19708	106 Group	Water	Water Tower Historical Research	\$542.50	8/13/2019
19709	ASCAP	Hall	Entertainment License 8/15/19 - 8/14/20	\$362.64	8/13/2019
19710	Bolton & Menk, Inc.	General Gov't	Project #T61.117575 Planning Services	\$200.00	8/13/2019
19711	Carver County	Public Safety (FD)	2019 Police Contract FMLA pay Dep. Arnst/Telephone/Int	\$161.41	8/13/2019
19712	CenturyLink	Divided	Phone Service for Hall/WTP	\$183.57	8/13/2019
19713	Cintas	Hall	Cleaning Supplies	\$75.08	8/13/2019
19714	ECM Publishers Inc.	General Gov't	Robert Ave. Variance Public Hearing Notice	\$34.02	8/13/2019
19715	Floyd Total Security	Sewer	Base Alarm Monitoring for 9-3-19 to 12-2-19	\$92.07	8/13/2019
19716	Gopher State One Call	Divided	July Locates (7)	\$9.45	8/13/2019
19717	League of MN Cities Ins. Trust	General Gov't	Worker's Comp.	\$5,790.00	8/13/2019
19718	Loffler Companies, Inc.	General Gov't	July Copies	\$30.75	8/13/2019
19719	Menards	Divided	Dawn Dish Soap, Garbage Bags, Tape, Liquid Cleaner	\$82.82	8/13/2019
19720	Mini Biff Inc.	Park & Rec.	Handicap Mini Biff Rental, Damage Waiver & Winterizatio	\$134.64	8/13/2019
19721	Molly Lund	Public Safety (FD)	Face Painting for NNO	\$205.00	8/13/2019
19722	Monica Trebesch	Public Safety (FD)	18 + Dozen Cookies for NNO	\$100.00	8/13/2019
19723	NAPA Auto Parts	Park & Rec.	Ball Field Drag	\$15.49	8/13/2019
19724	Pearson Bros., Inc.	Public Works	Mixture for Joint & Cracks on Sophia, Cnetral & Jacob No	\$16,002.45	8/13/2019
19725	UFC	Divided	Mixture for Joints & Crack on Sophia, Central, & Jacob	\$102.62	8/13/2019
19726	WWWill & Son's Distributing	Public Safety (FD)	19 Packages of Hot Dogs for Nat'l Night Out 2019	\$133.00	8/13/2019
19727	W.W.O.T.A., Inc.	Divided	Water/Wastewater Training & Assistance for July	\$540.00	8/13/2019
19728	Waste Management, Inc.	Sanitation	(2) 30 Yard Flat Green Yard Waste Container's	\$551.80	8/13/2019
19729	Wm Mueller & Sons, Inc.	Divided	Fuel for Lawnmowers, City Vehicles	\$275.42	8/13/2019
19730	Xcel Energy Inc.	Water	Natural Gas Service (183 Broadway)	\$912.60	8/13/2019
19731	Melchert-Hubert & Sjodin, PLLP	General Gov't	Communications Regarding Storm Sewer Litigation Issu	\$1,995.00	8/13/2019
19732	MNSPECT, LLC	Public Safety	Residential Inspection/Permit/Soil Erosion/Review/Plumb	\$8,868.00	8/13/2019
19733	Verizon Wireless	General Gov't	Cell Phone Plans (6) for June 25 - July 24, 2109	\$256.80	8/13/2019
				\$50,878.66	



LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

If the member does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.

If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.

If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

City of Hamburg
LMCIT Member Name

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 8-13-19

Signature _____

Position _____

CITY OF HAMBURG TIME-OFF REQUEST FORM

Today's Date: August 13, 2019

Employee Name: Jeremy Gruenhagen

Dates Requesting Time-Off: August 20th (Noon)
August 21st (3:00)
August 26th

How many **Vacation** hours will be used? 13

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

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

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

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

Are you requesting more than three consecutive days off? No

- If yes, you must receive City Council approval.

City Council Approval

Date of Council Meeting: August 13, 2019

Was vacation request approved? _____

- If no, reason request was denied: _____

Jeremy Gruenhagen
Employee Signature

8-13-2019
Date

City Clerk/Treasurer

Date

Mayor

Date



JULY 2019

DELINQUENCY REPORT

Account #	Payments	Payments	Payments	Total overdue	CURRENT BILL	BALANCE	payments	Updated Balances	NOTES
	11/10/18	11/10/18	11/10/18						
01-00002470-01-1			\$146.72	\$146.72	\$132.27	\$278.99			
01-00002490-00-4	\$120.02	\$206.10	\$106.10	\$302.32	\$132.57	\$434.89	\$160.00	\$274.89	Posted Shut-off
01-00002611-00-5			\$160.99	\$160.99	\$179.38	\$340.37	\$340.37	\$0.00	paid b4 notice sent
01-00003619-00-2	\$175.01	\$181.43	\$104.27	\$470.29	\$159.86	\$630.15	\$350.00	\$280.15	Posted Shut-off
01-00005421-00-1	\$100.00	\$110.00	\$144.00	\$331.82	\$122.64	\$454.46	\$340.00	\$114.46	Posted Shut-off
01-00005490-00-1		\$170.00	\$170.00	\$494.02	\$379.84	\$873.86			medical issue
01-00006190-01-2			\$145.83	\$145.83	\$137.94	\$283.77			partial payment made
01-00006416-00-2			\$100.81	\$100.81	\$93.15	\$193.96	\$193.96	\$0.00	paid b4 notice sent
01-00006418-00-4			\$114.31	\$114.31	\$108.31	\$222.62			Reminder Postcard
01-00007612-00-1			\$150.83	\$150.83	\$150.76	\$301.59			Reminder Postcard
01-00007619-00-8	\$100.00	\$171.00	\$111.00	\$301.62	\$73.45	\$375.07			foreclosure
01-00007625-00-7		\$144.00	\$244.00	\$441.01	\$161.38	\$602.39			Posted Shut-off
01-00007630-00-5			\$112.48	\$112.48	\$102.25	\$214.73			Reminder Postcard
01-00008420-00-7		\$144.00	\$152.00	\$301.06	\$133.80	\$434.86			Payment Plan Sent
01-00008430-00-0		\$100.00	\$100.00	\$189.21	\$88.72	\$277.93			Reminder Postcard
01-00009311-00-7			\$122.30	\$122.30	\$124.40	\$246.70	\$111.19	\$135.51	paid b4 notice sent
01-00009420-00-6			\$5.28	\$5.28	\$71.93	\$77.21			
01-00009451-00-6			\$113.43	\$113.43	\$105.58	\$219.01			partial payment made
01-00011679-00-5			\$156.75	\$156.75	\$149.95	\$306.70	\$143.50	\$163.20	paid b4 notice sent
01-00011681-00-0			\$73.90	\$73.90	\$73.10	\$147.00	\$73.24	\$73.76	paid b4 notice sent
01-00011683-00-2			\$80.56	\$80.56	\$76.76	\$157.32	\$65.20	\$92.12	paid b4 notice sent
01-00011685-00-4			\$71.72	\$71.72	\$67.33	\$139.05	\$73.24	\$65.81	paid b4 notice sent
01-00011687-00-6			\$80.56	\$80.56	\$78.33	\$158.89	\$67.18	\$91.71	paid b4 notice sent
01-00011860-00-7			\$12.87	\$12.87	\$128.01	\$140.88			partial payment made
01-00011881-00-4			\$114.08	\$114.08	\$100.74	\$214.82	\$214.82	\$0.00	Reminder Postcard
01-00011921-00-3		\$71.93	\$103.00	\$174.93	\$71.93	\$246.86	\$230.95	\$15.91	paid b4 notice sent
01-00012250-00-1			\$157.87	\$157.87	\$142.12	\$299.99			Reminder Postcard
01-00014320-00-7			\$77.58	\$77.58	\$85.58	\$163.16			Reminder Postcard
01-00015801-00-6			\$109.14	\$109.14	\$99.22	\$208.36			Reminder Postcard
01-00015812-00-0			\$96.70	\$96.70	\$83.51	\$180.21	\$87.91	\$92.30	paid b4 notice sent
01-00015851-00-1			\$165.48	\$165.48	\$128.42	\$293.90	\$165.48	\$128.42	Reminder Postcard
01-00016601-00-1			\$160.83	\$160.83	\$148.41	\$309.24	\$309.24	\$0.00	Reminder Postcard
01-00016604-00-4		\$71.37	\$167.40	\$198.71	\$194.72	\$393.43			partial payment made
01-00017613-00-5			\$144.98	\$144.98	\$144.96	\$289.94			Reminder Postcard
01-00017617-00-9			\$91.51	\$91.51	\$116.03	\$207.54			partial payment made
01-00017621-00-6			\$212.30	\$212.30	\$205.11	\$417.41			foreclosure
	\$309.80	\$1,273.65	\$4,601.35	\$6,184.80	\$4,552.46	\$10,737.26	\$2,926.28	\$7,810.98	

Activity/Project List Deputy Clerk

AUGUST 2019

Date	Activity/Project/Issue	Outcome
7/29/2019	Issued a re-roof permit for 610 Donald Ave.	
7/30/2019	CALLS RECEIVED: 1) Jared Mack. reported a small sink hole next to fire hydrant at the alley entrance on Sophia 2) trucker spilled concrete on highway and was looking for a street sweeper * Second Council Meeting *	1) took picture and informed Jeremy and Greg 2) gave name of Kohls sweeping out of Hutch.
8/1/2019	Entered remaining water bill payments and then ran water bills for July usage.	
8/2/2019	Mailed out the water bills. Posted 3 Shut Off notices with an August 8th shut off date	
8/5/2019	Work began on the water tower project. Spoke with Lois D. about getting the hotdogs for NNO. Mailed out 11 reminder postcards for missed water bill payments. Received past due payment from 1 account that was slated for shut-off	
8/6/2019	Sent out 1 water payment plan option letter. Had CSO post a shut off notice with an Aug. 20th. Shut-off date.	
8/7/2019	Received enough of a partial payment to keep the water service on from 1 account slated for shut-off	
8/8/2019	Issued a Building Permit for a re-roof, re-door and re-window. Had Greg shut the water off to 1 resident.	Within an hour that resident came up and paid a little over half of their delinquent balance with a promise to call on Monday and pay the remaining balance. We had Greg turn their water back on.
8/9/2019	Yesterday afternoon, Jeremy spoke with Tom and Anit Elke, who own the rental property at 420 Maria Ave., regarding a tree at 440 Maria Ave. that has grown over the Elke's rental property. Jeremy gave them the contact info. for Berg Brothers Property.	I stopped over there today to take pictures of the tree and was able to talk with the Elke's. They reached the Berg Brothers and a representative is coming out today to look at the tree and come up with a game plan.



Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

430 Louisa Street, Hamburg Site Plan

Alex Conzemius <Alex.Conzemius@bolton-menk.com>

Tue, Aug 13, 2019 at 4:55 PM

To: Jeremy Gruenhagen <cityadmin@cityofhamburgmn.com>

Cc: Haila Maze <Haila.Maze@bolton-menk.com>, Jane Kansier <Jane.Kansier@bolton-menk.com>

Nice speaking with you earlier, as mentioned, I'm passing along the following if helpful to you.

Depending on whether the alley is going to continue to be utilized, vacating the ROW may be an option. You suggested on the phone that both of the minor subdivision properties may benefit from an alley access point. A road vacation can be initiated by the City Council and would require 4/5 vote and a findings of fact that it is in the public's interest to vacate the ROW. In other words, the ROW should serve no public interest and the ROW vacation should benefit the public. It sounded like you were leaning against this option, but if there is a desire to pursue, the best thing to do is talk to everyone whose property abuts the alley, and make sure they are on board with the vacation.

If you receive a land use application for a minor subdivision and variance from the minimum lot size, the Planning Commission and City Council could consider at their September meeting. I wasn't able to find what day of the month your Planning Commission meets, but I would guess an application would need to be received very soon in order to meet the notice deadlines. After taking a closer look at your ordinance, no public hearing is required for a minor subdivision (but a courtesy notice to adjoining property owners may be provided). A variance does require a public hearing so we would probably just craft one public notice to note what is being proposed. The applicant should make the case for a variance citing some of the considerations sent in the July 16th email below.

Regarding your comment about the garage needing to be 5 feet from the lot line, you are correct that this is an existing non-conforming use (grandfathered in) and may continue.

Regarding the footprint of the proposed home. The setbacks for the district are as follows:

- Front – 30 feet or the average of the surrounding properties and not less than 15 feet,
- Rear – 35 feet,
- Interior side – 15 feet. On the phone you mentioned this may have been changed to 10 feet.

Site considerations on each of these setbacks:

- The proposed property is located less than 30 feet from the front lot line, but it is in an established neighborhood with surrounding properties having less than a 30 feet setback. If council agrees that the proposed setback is about average for the neighborhood, they could permit the proposed front setback without a variance.
- The proposed rear setback is 30 feet. The applicant would need a variance to construct as proposed, or revise site plans to avoid the rear yard setback.
- Interior side – My ordinance standards show 15 feet which would require either a ROW vacation, variance, or revised site plan to avoid setback area. You mentioned on the phone that the actual setback is 10 feet, which would meet setbacks.

As though the existing property is a single parcel (separated by a ROW), I don't believe any lot combination would be necessary. We would only note that the minor subdivision would create two lots, one of which would be separated by a ROW (if there is no ROW vacation).

Hope this helps

Microsoft Word
Microsoft Word
Microsoft Word
Microsoft Word
Microsoft Word

Virus-free. www.avg.com

[Redacted text]

Virus-free. www.avg.com

Microsoft Word
Microsoft Word
Microsoft Word

----- Forwarded message -----
From: **Nick Rogosienski** <nickrogo@gmail.com>
Date: Tue, Jun 25, 2019 at 9:58 AM
Subject: 430 Louisa Street, Hamburg Site Plan
To: <cityadmin@cityofhamburgmn.com>

Hey Jeremy,

Attached is a rough site plan. Will you please forward this to Bolton & Menk right away?

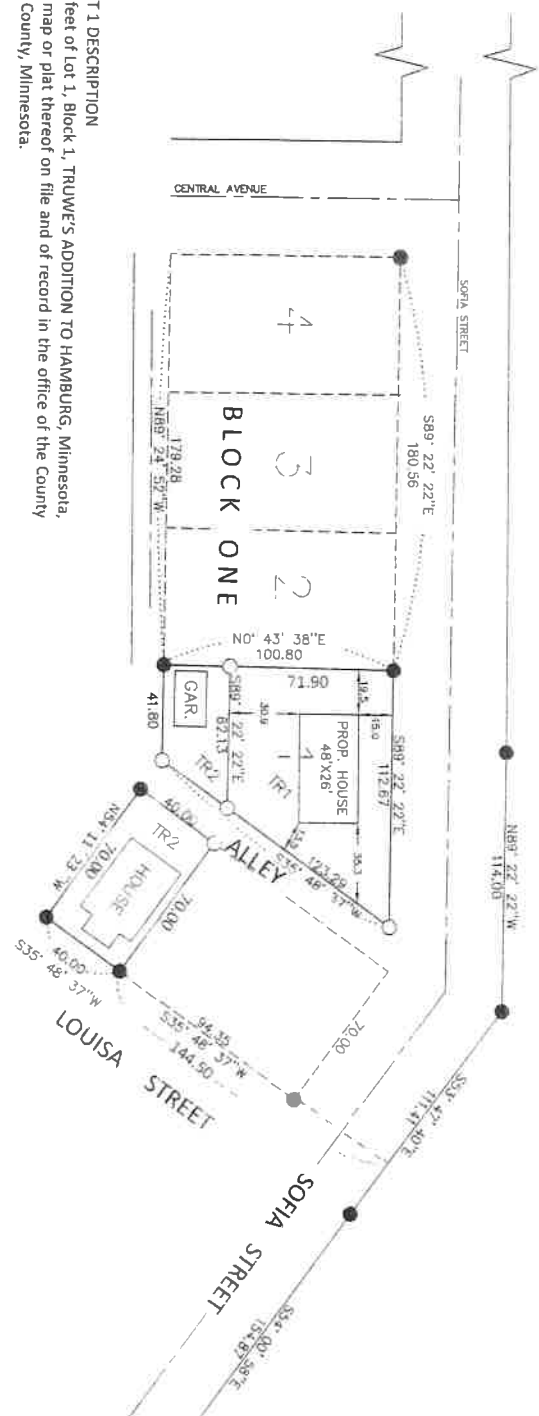
I need to move this along to decide if we're going to live in the existing house or the new house, assuming we build it...

THANKS!

--

CERTIFICATE OF SURVEY

ORIENTATION OF THIS BEARING SYSTEM
IS BASED ON THE CARVER COUNTY
COORDINATE SYSTEM (NAD 83)



PROPOSED TRACT 1 DESCRIPTION
The North 71.90 feet of Lot 1, Block 1, TRUWE'S ADDITION TO HAMBURG, Minnesota, according to the map or plat thereof on file and of record in the office of the County Recorder, Carver County, Minnesota.

PROPOSED TRACT 2 DESCRIPTION
Lot 1, Block 1, TRUWE'S ADDITION TO HAMBURG, Minnesota, according to the map or plat thereof on file and of record in the office of the County Recorder, Carver County, Minnesota, EXCEPT the North 71.90 feet thereof.

AND
Commencing at a point on the outside lines of Louisa Street in the VILLAGE OF HAMBURG, MINNESOTA, said point being 144.5 feet southwestly from the intersection of the outside lines of Louisa Street and Sofia Street, said outside lines also being described as the northwesterly line of Louisa Street and the northwesterly line of Sofia Street, according to the original plat of the VILLAGE OF HAMBURG; thence southwesterly along said outside line of Louisa Street 40 feet to a point; thence at right angles northwesterly 70 feet to a point; thence northeasterly parallel with said outside line of Louisa Street 40 feet to a point; thence southwesterly 70 feet to the place of beginning. The whole being part of Outlot 3, VILLAGE OF HAMBURG, according to the recorded plat thereof. Situated in Lot 2, Section 28, Township 115, Range 26, Carver County, Minnesota.

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

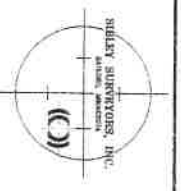
Nick Rogostienski
NICK ROGOSTIENSKI

DATE 8/7/19 REGISTRATION NO. 15475
DRAWN BY: SW

LAND SURVEY FOR
NICK ROGOSTIENSKI
LOT 1, BLK ONE, TRUWE'S ADDITION TO HAMBURG & PART OF LOT 2, SEC. 28, T115, R26
CARVER COUNTY, MINNESOTA

● DENOTES CARVER CO. MONUMENT
○ DENOTES IRON PIPE FOUND
SCALE: 1 INCH = 200 FEET

AUG. 2019 FILE NO. 3898



**CITY OF HAMBURG
ORDINANCE NUMBER 162**

***AN ORDINANCE AMENDING CHAPTER 95.04 OF THE HAMBURG CITY CODE
PERTAINING TO FARM ANIMALS.***

THE CITY COUNCIL OF THE CITY OF HAMBURG, CARVER COUNTY, MINNESOTA, ORDAINS:

SECTION 1. *Chapter 95.04 of the Hamburg City Code is hereby amended in its entirety to read as follows:*

§ 95.04 FARM ANIMALS.

Farm animals shall only be kept in an agricultural district of the city, or on a residential lot of at least ten acres in size provided that no animal shelter shall be within 300 feet of an adjoining piece of property. An exception shall be made to this section for those animals brought into the city as part of an operating zoo, veterinarian clinic, scientific research laboratory, or a licensed show or exhibition.

- (A) **CHICKENS LIMITED.** It shall be unlawful for any person to keep or harbor more than 5 chickens on any premise within the city limits. The keeping of roosters is prohibited.
- (B) **LICENSE REQUIRED.** Any person owning chickens defined by this Chapter within the city must obtain a license as provided in this section. An applicant must complete an application form provided by the City. Each owner holding a license to keep chickens within the city shall comply with the following:
- 1) The City Clerk-Treasurer and/or designee shall process the license application.
 - 2) Application for an animal license shall be made to the City along with a fee according to the adopted Hamburg City Fee Schedule. If the applicant rents the property where the chickens will be kept, a letter of approval is required from the property owner.
 - 3) Each chicken license application shall be accompanied with a scaled site plan of the proposed building (chicken coop) and fenced yard enclosure (run) showing compliance with all applicable ordinance requirements including the size and dimensions of all structures and the distance of all structures from the property lines, subject to the review and approval by the city.
 - 4) Each license issued under this ordinance shall expire on December 31 in the year of issuance unless sooner revoked. A license shall be renewed annually to continue the limited keeping of chickens
 - 5) The City, upon written notice, may revoke a license for failure to comply with the provisions and conditions of this ordinance.
 - 6) All licensees must pass a mandatory inspection, within thirty (30) days of obtaining chickens, by authorized city personnel, who may refuse to grant or revoke a license.
- (C) **CONDITIONS OF LICENSE.**
- 1) The principle use of the property where the chickens are to be kept is a single-family dwelling defined as a detached single-family dwelling designed or intended for occupancy by one (1) person or by one (1) family. No person shall keep any chickens inside the single-family dwelling, garage or accessory structure.

- 2) No person shall slaughter any chickens within the city.
 - 3) Chickens shall not be raised or kept for fighting.
 - 4) Food materials that are stored outside shall be in closed rodent proof container.
 - 5) Dead chickens must be disposed of within 24 hours of death.
- (D) CHICKEN COOPS AND CHICKEN RUNS. All chickens shall be provided a secure and well-ventilated structure (coop) and fenced yard enclosure (run) in compliance with the current zoning and building codes, and the following:
1. Chickens shall be kept in the roofed structure (coop) or any attached fenced yard enclosure (run) at all times:
 2. The enclosed coop must have a minimum size of four (4) square feet per animal and shall not exceed a maximum of forty (40) square feet in total area. Chicken coops must be elevated a minimum 12 inches and no more than 24 inches above grade.
 3. The enclosed coop shall be setback a minimum of fifteen (15) feet from any principal structure on the subject parcel and five (5) feet from any property line. The enclosed coop shall not exceed six (6) feet in height.
 4. The floors and walls of the roofed structure (coop) shall be kept in a clean, sanitary and healthy condition with all droppings and body excretions collected regularly and placed in a covered container until composted or transported off the premises;
 5. The enclosed coop shall be similar in color to the principal structure on the lot.
 6. If electricity will be installed in the coop, an electrical permit is required;
 7. Fenced in chicken runs must not exceed 10 square feet per chicken and fencing must not exceed 6 feet in total height.
 8. The fence around the yard enclosure (run) shall be securely constructed with a mesh type material and shall have protective overhead netting to keep the chickens secured from other animals;
 9. No fenced yard enclosure (run) shall be located closer than fifteen feet to any principal building and five (5) feet to any side yard and/or rear yard property line;

Penalty, see § 95.99 (B)



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

SECTION 2. Effective Date of Ordinance.

This ordinance shall be in effect from and after its passage and publication according to law.

Passed and adopted by the City Council of the City of Hamburg this XXth day of July, 2019.

CITY OF HAMBURG:

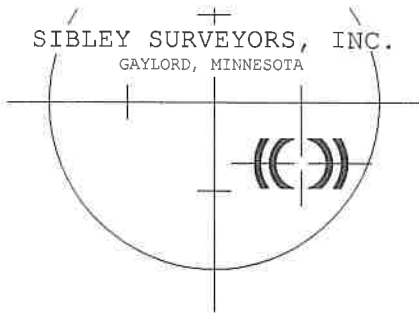
Chris Lund, Mayor

Attest: _____
Jeremy Gruenhagen, Clerk-Treasurer



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

SIBLEY SURVEYORS, INC.
GAYLORD, MINNESOTA



Lois Droege
719 Park Ave.
Hamburg, MN 55339

INVOICE

August 6, 2019

File No. 1624

DEVELOPMENT PROJECT EXPENSES

- Prepare a final plat drawing of site (still waiting for easements).....\$2900.00
- set elevation and location control for contractors.....\$1650.00
- stake sanitary sewer and watermain locations.....\$1490.00
- set property corners for stub locations for contractor.....\$890.00
- Stake curb and gutter for contractor subgrading.....\$1290.00
- restrake curb and gutter after contractor destroyed stakes.....\$720.00

STORM SEWER

- stake pond location.....\$ 580.00
- stake all of the storm sewer and catch basins.....\$ 890.00
- stake 6 inch overflow line to west.....\$640.00
- prepare legal description and drawing of pond area to be annexed.....\$720.00
- prepare legal description of overflow of storm pond outlet pipe.....\$320.00

Prepare certificate of surveys and legal descriptions of lot splits for permits.....\$760.00

Have mylar copies made once final plat is approved.....\$680.00

Total amount now due for work completed through the above date is.....\$13,530.00

If this invoice is paid within 10 days of the above date, we will deduct 5% from the invoice leaving a total amount due within 10 days in the amount of \$12,823.00 THANK YOU

Please make payment to:

SIBLEY SURVEYORS, INC.

P.O. Box 988

Gaylord, MN 55334

Phone: 507-237-5212

THANK YOU!

TERMS NET 15 DAYS- FINANCE CHARGE OF 1 1/2% PER MONTH ON ALL ACCOUNTS OVER 15 DAYS OLD.

I declare under the penalties of law that this account, claim or demand is just and correct and no part of it has been paid.

SIGNATURE OF CLAIMANT

m DEPARTMENT
OF HEALTH

PROTECTING, MAINTAINING & IMPROVING THE HEALTH OF ALL MINNESOTANS

COPY

July 29, 2019

Ms. Sarah J. Beimers
Environmental Review Program
State Historic Preservation Office
Minnesota Department of Administration
50 Sherburne Avenue, Suite 203
Saint Paul, Minnesota 55155

RE: New Elevated Water Tower and Watermain Extensions; Hamburg, Carver County;
SHPO Number: 2019-0759

Dear Ms. Beimers,

As you are aware, the City of Hamburg is pursuing funding through the Drinking Water Revolving Fund (DWRf), which receives federal funding from the Environmental Protection Agency (EPA). EPA has delegated the Minnesota Department of Health (MDH) authority to act on their behalf related to drinking water infrastructure projects funded in Minnesota through the DWRf.

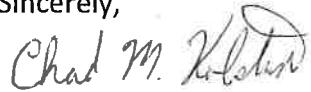
In your response to the City of Hamburg on June 19, 2019, a determination was made that the Hamburg Water Tower is eligible for listing in the National Register of Historic Places and that demolition of the water tower would be an adverse effect on the historic property. Based on that determination, MDH has determined that demolition of the historic water tower is not a good use of federal dollars and is, therefore not eligible to receive funding through the DWRf.

The remaining portion of the project as described in the letter to your office from Chad Katzenberger at SEH, Inc. dated January 22, 2019, which includes the construction of a new 75,000 gallon spheroid-style elevated storage tank and 800 lineal feet of associated watermain, will be funded by the DWRf.

Based on the information provided to our office from SEH, Inc. and the City of Hamburg, including the maps and photos of the proposed project area, MDH has determined that the Hamburg Water Tower is the only historic property located within the APE for the proposed project and that the project, as now proposed, will have **no adverse effect** on the historic property.

If you have questions or would like further details about MDH's decision not to fund the demolition, please feel free to contact me at 651-201-3972.

Sincerely,

A handwritten signature in cursive script that reads "Chad M. Kolstad".

Chad M. Kolstad, P.E.
DWRP Program Coordinator
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975

cc: Jeremy Gruenhagen, Clerk, City of Hamburg ✓
Chad Katzenberger, PE, SEH, Inc.

2020 Prosecution Contract

Carver County Attorney's Office



Who We Serve

- Carver
- Chaska
- Cologne
- Hamburg
- Mayer
- New Germany
- Norwood
- Young
- America
- Victoria
- Waconia
- Watertown



Determination of Contract Fees

County Attorney Staff Costs	\$202,928
<i>Less Total Fine Revenue paid to Carver County</i>	
<i>Attorney's office in 2018</i>	-93,161
<i>Contract Cost Allocation</i>	-19,012
Equals Total Surcharge to be paid in 2020	\$ 90,755

Participating cities pay surcharge quarterly per their three year case load average (see chart later in presentation) Surcharge includes 3.68% county personnel cost allowance

Cases by Location (2016 – 2018)

Cases listed: Adult (PM/MD/GM)

Updated: 1/9/2019

	2016	2017	2018	3 Yr Avg	% Total
Carver	70	48	60	59	6.77%
Chaska	339	444	577	453	51.73%
Cologne	12	22	23	19	2.17%
Hamburg	2	1	3	2	0.23%
Mayer	2	14	15	10	1.18%
New Germany	1	-	8	3	0.34%
Norwood Young America	28	40	54	41	4.64%
Victoria	70	79	108	86	9.78%
Waconia	79	179	178	145	16.58%
Watertown	47	53	73	58	6.58%
	650	880	1,099	876	100.00%

Contract Rates and Caseload %

	2019 Rate	2020 Rate	3 Yr. Caseload %
Carver	\$ 8,078.89	\$ 6,144.68	6.77%
Chaska	\$41,988.00	\$46,948.15	51.73%
Cologne	\$ 1,630.60	\$ 1,967.68	2.17%
Hamburg	\$ 148.24	\$ 207.12	0.23%
Mayer	\$ 1,148.83	\$ 1,070.14	1.18%
New Germany	\$ 74.12	\$ 310.69	0.34%
Norwood Young America	\$ 4,743.57	\$ 4,211.52	4.64%
Victoria	\$ 8,227.13	\$ 8,871.82	9.78%
Waconia	\$15,231.30	\$15,051.02	16.58%
Watertown	\$ 6,262.99	\$ 5,972.08	6.58%
Totals:	\$87,533.67	\$90,754.91	100%

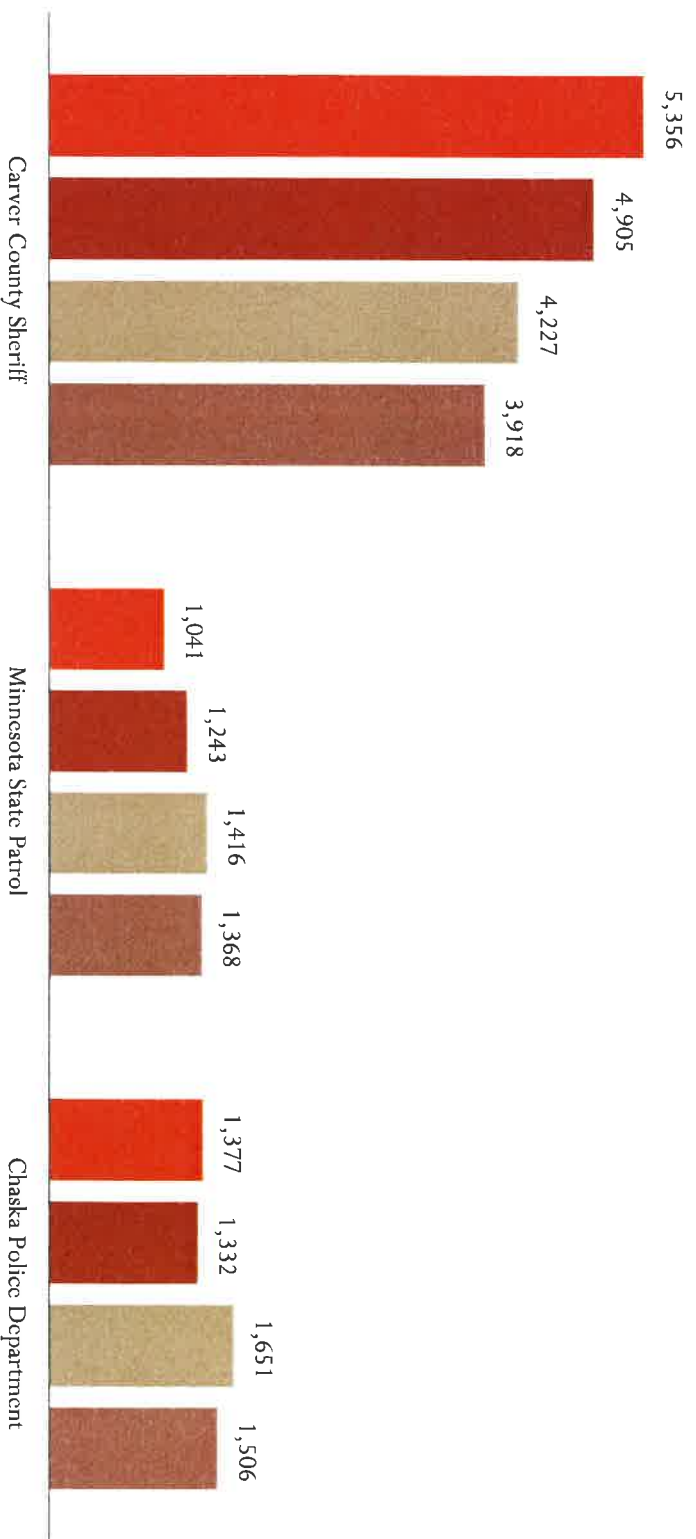
3.68% Surcharge increase in 2020

	2018 Surcharge	2019 Surcharge	Difference
Carver	\$ 8,078.89	\$6,144.68	\$(1,934.21)
Chaska	\$41,988.00	\$46,948.15	\$4,960.15
Cologne	\$ 1,630.60	\$1,967.68	\$337.08
Hamburg	\$ 148.24	\$207.12	\$58.88
Mayer	\$ 1,148.83	\$1,070.14	\$(78.69)
New Germany	\$ 74.12	\$310.69	\$236.57
Norwood Young America	\$ 4,743.57	\$4,211.52	\$(532.05)
Victoria	\$ 8,227.13	\$8,871.82	\$644.69
Waconia	\$15,231.30	\$15,051.02	\$(180.28)
Watertown	\$ 6,262.99	\$5,972.08	\$(290.91)
	\$87,533.67	\$90,754.90	\$3,221.23

Citations issued by Law Enforcement

Citations Issued

■ 2015 ■ 2016 ■ 2017 ■ 2018



Our Office Serving Carver County

Mark Metz, County
Attorney

Peter Ivy, Chief Deputy

David Hunt, First
Assistant County
Attorney

Rhonda Betcher,
Executive Assistant

16 Assistant County
Attorneys

2 Paralegals

2 Law Clerks

John Rekow, Law Office
Manager

7 Legal Administrative
Assistants

1 Administrative
Assistant



CONTRACT FOR POLICE SERVICES-DRAFT

Hamburg

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

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

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

LIABILITY

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

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

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

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 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.
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

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 (2 year contract) \$2,436

TOTAL POLICE SERVICES \$35,776

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

SERVICE AGREEMENT FOR JOINT ASSESSMENT

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

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

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

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

- 1) **Term.** That the Town, which is situated in the County of Carver, and which constitutes a separate assessment district, shall have its property within Carver County assessed by the Carver County Assessor for the assessment date of January 2, 2020. All work necessary to the establishment of the estimated market value for each Carver County parcel in the Town shall be performed by the Carver County Assessor or by one or more of the licensed assessors under his/her direction and supervision.
- 2) **Cooperation.** It is hereby agreed that the Town and all of its officers, agents and employees shall render full cooperation and assistance to the County to facilitate the provision of the services contemplated hereby.
- 3) **Payment Amount.** The Town shall pay to the County for the assessment of property with Carver County the sum of thirteen dollars and ninety five cents (\$13.95) per residential valuation, fourteen dollars and fifty cents (\$14.50) per agricultural valuation, and fifteen dollars and fifty five cents (\$15.55) per commercial/industrial valuation (for the assessment of January 2, 2020) existing or created before the closing of the relative assessment year.
- 4) **Payment terms.** Full payment of all claims submitted by the County Assessor for relative assessment dates shall be received by the County no later than November 15th of the respective years.
- 5) The County agrees that in each year of this Agreement it shall, by its County Assessor or one or more of his/her deputies, view and determine the market value of at least twenty percent (20%) of the parcels within this taxing jurisdiction. It is further agreed that the County shall have on file documentation of those parcels – physically inspected for each year of this Agreement.
- 6) **Data Privacy.** Pursuant to Minn. Stat. Chap. 13, the parties agree to maintain and protect data received or to which they have access. No private or confidential data

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

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

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

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

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

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

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

9) **Records: Availability and Retention.** Pursuant to Minn. Stat. §16C.05, subd. 5, the Town agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Town and involve transactions relating to this Agreement. Town agrees to maintain these records for a period of six years from the date of termination of this Agreement.

10) **Merger and Modification.** It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.

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

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

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

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

<u>Town/City</u>	<u>County/Division</u>
City of Hamburg	Keith R. Kern
181 Broadway Avenue	Carver County Assessor
Hamburg, MN 55339	600 E 4 th Street Chaska MN 55318
Clerk – Jeremy Gruenhagen	kkern@co.carver.mn.us

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

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

or their successors.

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

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

This the _____ day of _____, 2019.

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

This the _____ day of _____, 2019.

CITY/TOWNSHIP OF HAMBURG

COUNTY OF CARVER

By: _____
Chairperson/Mayor

By: _____
Randy Maluchnik, Chairperson
Board of Commissioners

By: _____
Clerk – Jeremy Gruenhagen

Attest: _____
Dave Hemze/County Admin.

And: _____
Keith R. Kern
County Assessor

Approved as to form:

Assistant County Attorney/Date