



HAMBURG CITY COUNCIL AGENDA SEPTEMBER 12, 2017

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

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

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

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Claims List for September 2017**
 - **Approve Minutes for August 2017**
 - **Cash Flow Statement for June 2017**
 - **Mediacom Channel Lineup Changes (Informational)**

5. **Hamburg Fire Department**
 - **Approve HFD Member Ryan Benjamin**
 - **MVEC Grant/MBFTE Grant**
 - **HFD Gun Raffle**
 - **HFD Steak Fry (October 7, 2017)**

6. **Old City Business**
 - **Public Nuisances**
 - **710 Park Avenue/153 Jacob Street/780 Park Avenue**
 - **410 Sophia Ave/320 Sophia Avenue**
 - **City Fax Line (Eliminated)**
 - **Asphalt Sealer (Basketball Court/Park Pathway)**
 - **City Email Accounts**
 - **Statewide Health Improvement Partnership (SHIP) Funding**
 - **2018 Proposed Budget**
 - **2018 Policing Contract (Carver County)**
 - **2018 Prosecution Contract (Carver County)**
 - **2018 Budget Workshop Dates**

7. **New City Business**
 - **Call for a Public Hearing for Conditional Use Permit (Gene Stier)**
 - **September 26th, 2017 @ 7:00 PM**
 - **Hold Second Council Meeting for September (September 27, 2017)**
 - **Curb/Gutter Repair (832 William Street)**
 - **Comp Plan Open House Meeting Date**



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 12, 2017***

8. City Council Reports

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

9. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 12, 2017***

COMMUNITY HALL & PARK ACTIVITIES

SEPTEMBER **1-4 – State Baseball Tournament**
 30 – Wedding Reception

OCTOBER **14 – Wedding Reception**

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

SEPTEMBER **4 – Hamburg Lions Club**
 4 – HFD Training
 4 – Labor Day Holiday – City Offices Closed
 9 – Community Center Rental
 12 – Hamburg City Council Meeting – 7:00 PM
 12 – Young America Township Monthly Meeting
 13 – Hamburg Lions Zone Meeting – 6:00 PM
 16 – Community Center Rental
 18 – Hamburg Lions Club
 25 – Hamburg Fire Dept. (Relief Association) Meeting
 26 – 1001 FF Training
 26 – Public Hearing (C.U.P.) – 7:00 PM
 26 – Hamburg City Council Meeting – 7:00 PM
 28 – 1001 FF Training

OCTOBER **2 – Hamburg Lions Club**
 2 – HFD Training
 7 – HFD Steak Fry
 10 – Hamburg City Council Meeting – 7:00 PM
 10 – Young America Township Meeting
 16 – Hamburg Lions Club
 30 – Hamburg Fire Dept. (Relief Association) Meeting

2017 September Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT
ACH	EFTPS	Divided	Fed, Social Security, MC - August	\$2,819.56
ACH	MN Dept of Revenue	Divided	August 2016 Withholding Tax Payment	\$466.00
ACH	PERA	Divided	PERA Withholding - August	\$694.94
ACH	PERA	Divided	PERA Withholding - September	\$423.51
ACH	TASC	General Gov't	TASC Administration Fee (COBRA)	\$27.00
ACH	HealthPartners	Divided	Health Insurance for September 2017	\$2,724.89
18701	MN BCA	Public Safety (FD)	Background Check for New Member Lorri Gales	\$15.00
18702	Greg Schultz	Divided	Wages for 8/14/17 to 8/27/17	\$1,768.08
18703	Melvin Sprengeler	Divided	Wages for 8/14/17 to 8/27/17	\$67.87
18704	Tamara Bracht	Divided	Wages for 8/14/17 to 8/27/17	\$420.84
18705	Jeremy Gruenhagen	Divided	Wages for September (Rounds)	\$1,812.60
18706	CenturyLink	Divided	Phone Service (8/18/17 - 9/17/17)	\$167.27
18707	Gopher State One Call	Divided	August Locates (4)	\$5.40
18708	Hawkins Chemical	Water	Azone 15 - EPA, Sodium Permaganate, Fuel & Freight	\$905.17
18709	Kohls Foam Systems, Inc.	General Gov't	Application of Spray Foam on Hall Roof	\$33,095.68
18710	Lano Equipment	Public Works	Replacement Windshield Frame for Bobcat	\$220.01
18711	Melchert, Hubert & Sjodin	General Gov't	Review and Conference Call Regarding Cable T.V. Agree	\$304.50
18712	Menards	Divided	Dish Soap, Paper Towels, Light Bulbs, Garbage Bags, Hi	\$87.10
18713	NAPA	Divided	Oil for Bobcat and WTP Generator	\$24.98
18714	Personnel Concepts	General Gov't	MN & General Labor Law Poster	\$20.90
18715	Plunkett's Pest Control	General Gov't	General Inspection City Office and FD on 5-8-17 & 8-14-17	\$78.74
18716	Quill	General Gov't	"Posted" stamp, Wall Shef, Laser Pointer for Presentatio	\$80.97
18717	Resource Strategies Corp.	General Gov't	Comp. Plan Update April 1 - June 30, 2017	\$3,628.50
18718	Tamara Bracht	General Gov't	Reimbursement for Postage of 6 Certified Letters	\$39.54
18719	Viking Bottling Company	Park & Rec.	Park Pop Machine Refill	\$199.50
18720	W.W.O.T.A. Inc.	Divided	Water/Wastewater Training & Assistance for August 2017	\$540.00
18721	Wm. Mueller & Sons	Divided	Catch Basin Repairs by Hall, Gas & Diesel for Lawnmowe	\$452.99
18722	Xcel Energy	Divided	Electric & Natural Gas Services for August	\$930.58
			<i>Total September Claims</i>	\$52,022.12



HAMBURG CITY COUNCIL AGENDA AUGUST 8, 2017

Mayor Chris Lund called the Hamburg City Council Meeting to order at 7:00 p.m. In attendance were: Council Members Steve Trebesch, Jason Buckentin, Tim Tracy. City Clerk Jeremy Gruenhagen, Deputy Clerk Tamara Bracht, Fire Chief Justin Buckentin, Carver County Sheriffs Chris Nelson and Matthew Klukas, Steve Buckentin, Lorri Gales. Councilmember Scott Feltmann arrived at 7:10 p.m.

Agenda Review (Added Items) and Adoption

- 2001 Ford Ambulance - Old City Business
- Sale of Railroad Property – New City Business
- Droege development - New City Business
 - **Motion: Councilmember Steve Trebesch moved to approve the Agenda Review. Seconded by Councilmember Jason Buckentin. Motion was approved with a majority vote as Councilmember Scott Feltmann was absent.**

Consent Agenda

- Approve Minutes for July 11, 2017
- Approve Added Claims List for July 2017
- Approve Claims List for August 2017
- Hold Second Monthly Meeting on August 22, 2017
- Move Public Hearing from August 8, 2017 to August 22, 2017 @ 7:00 PM
 - Ordinance Number 154A
- Cash Flow Statements for April/May 2017
- New Sales & Use Tax (Carver County) – Effective October 1, 2017
- Small Cities Assistance Program
- 2018 LGA Estimates
- Approve Time-Off Request (Jeremy Gruenhagen)
- Public Nuisance List
- Delinquent Utility Bills Report
- Employee Project Lists
 - **Motion: Councilmember Jason Buckentin moved to approve the Consent Agenda. Seconded by Councilmember Steve Trebesch. Motion was approved with a majority vote as Councilmember Scott Feltmann was absent.**



HAMBURG CITY COUNCIL AGENDA

AUGUST 8, 2017

Old City Business

- 2017 Seal Coating/Crack Sealing Project - complete
- Community Hall Floor – August 21st Compass will start
- Community Center Roof Repairs –
- Community Hall Roof Repairs – August 21st Kohls will start
- City Brush Pile (Ponds) – Herman Landscaping chipped it - complete
- Statewide Health Improvement Partnership (SHIP) Funding
- City Email Accounts – At the end of August city emails will be managed by
- Techstar out of Norwood – Halfmoon Technologies will still manage the city website
- added item: 2001 Ford Ambulance
 - **Council Decision: Run ambulance truck ad for 2 weeks**

New City Business

- Utility Bill Statements – looking to update the message on the back
- Health Insurance Renewal (12/1/17 to 12/1/18)
- 2018 Budget Workshop Dates – be thinking about dates
- added item: Railroad Property Sale
 - Jeremy to check with SEH regarding easement etc... will want to add to comp. plan to adjust some boundaries throughout the city
 - **Motion: Councilmember Scott Feltmann moved to approve getting a rough engineering cost for road, water, & sewer system on the plot. Seconded by Councilmember Jason Buckentin. Motion was unanimously approved. All Council Members were present.**

City Council Reports

- Councilmember Jason Buckentin
- Councilmember Tim Tracy
- Councilmember Steve Trebesch – light in front of shop has been staying on
- Councilmember Scott Feltmann – measured Sheele and Central Avenue for mill and overlay– will have numbers at next meeting
- Mayor Chris Lund
 - Carver County Leaders Update- met on July 25th & discussed Comp. Plan – met council site “Thrive MSP2040 “ it does not include the expansion of 212 as of right now. As we look at our Comp. Plan we can be looking at what we want to do in our community and add things that will meet up with the Met Councils. There is a Survey monkey for input. Our draft needs to be completed by the end of 2017 and the final will be due by the end of 2018. The next Met Council meeting will be on Oct. 24th at 7:30 a.m. at the Carver County Court House - The topic will be “new sales/wheelage tax” and where they are in that process etc...



***HAMBURG CITY COUNCIL AGENDA
AUGUST 8, 2017***

- Korean/Vietnam War Vet Honor Flight – Waconia Lions putting together a one day DC trip which will be free for Korean/Vietnam Vets. We will post information on our website and the reader board.
- Ball Park has been fitted with Wi-Fi through Broadband and it will only be active during the tournament.
- **MOTION: Councilmember Tim Tracy motioned to adjourn the Hamburg City Council Meeting at 7:35p.m. Seconded by Councilmember Jason Buckentin. Motion was unanimously approved. All Council Members were present.**

Submitted By:

**Tamara Bracht
Deputy Clerk**



HAMBURG CITY COUNCIL AGENDA

AUGUST 22, 2017

Mayor Chris Lund called the Public Hearing to order at 7:00 p.m. In attendance were Council Members Steve Trebesch, Scott Feltmann, Jason Buckentin and Tim Tracy. City Clerk Jeremy Gruenhagen and Deputy Clerk Tamara Bracht.

Public Hearing

- **Ordinance Number 154A (Plumbing Review)**
 - * **MOTION:** *Councilman Tim Tracy moved to close the Public Hearing at 7:05 p.m. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.*

Mayor Chris Lund called the Hamburg City Council meeting to order at 7:06 p.m.

Agenda Review (Added Items) and Adoption

- **City Fax Line**
- **Employee Vacation Requests**
 - * **MOTION:** *Councilman Tim Tracy moved to approve the Agenda Review. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.*

Consent Agenda

- **Approve Added Claims List for August 2017**
- **Approve Liability Coverage Waiver Form (LMCIT)**
 - * **MOTION:** *Councilman Steve Trebesch moved to pull the Added Claims for August for Old City Business Discussion and approve Liability Coverage Waiver Form. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.*

Old City Business

- **Added Claims for August**
 - * **MOTION:** *Councilman Tim Tracy moved to approve 2 ACH payments and check numbers 18685 thru 18700 totaling \$30,536.49. Seconded by Councilman Steve Trebesch. Motion was unanimously approved. All Council Members were present.*
- **Declare Public Nuisances**

710 Park Avenue, 724 Park Avenue, 780 Park Avenue, 320 Sophia Ave, 410 Sophia Avenue, 153 Jacob Street, 150 Martha Street, 625 Kim Avenue

 - * **MOTION:** *Councilman Jason Buckentin moved to declare the above addresses as Public Nuisances with 30 days to make corrections. Seconded by Councilman Steve Trebesch. Motion was unanimously approved. All Council Members were present.*
- **Community Hall Roof/Floor Repairs** – finished by this Friday the 25th
- **Statewide Health Improvement Partnership (SHIP) Funding**

One idea is a Community Garden, email Jeremy with other ideas.



HAMBURG CITY COUNCIL AGENDA **AUGUST 22, 2017**

New City Business

- **Adopt City Ordinance Number 154A (Plumbing Review)**
* **MOTION:** Councilman Jason Buckentin moved to adopt Ordinance #154A. Seconded by Councilman Steve Trebesch. Motion was unanimously approved. All Council Members were present.
- **Asphalt Sealer Estimates (Basketball Court/Park Pathway)**
* **MOTION:** Councilman Jason Buckentin moved to approve Signature's bid for Seal Coating the asphalt in the park and the Basketball Court for a total of \$1,325.00. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.
- **City Fax Line (Eliminate)**
* **MOTION:** Councilman Jason Buckentin moved to approve the elimination of the city fax machine phone line. Seconded by Councilman Scott Feltmann. Motion was unanimously approved. All Council Members were present.
- **Washington Lake 4H Donation (Bench)**
- **City Employees Vacation Requests (March 22 to April 6, 2018)**
* **MOTION:** Councilman Steve Trebesch moved to approve the 4 time off requests for both Jeremy Gruenhagen and Greg Schultz. Seconded by Councilman Tim Tracy. Motion was unanimously approved. All Council Members were present.
- **2018 Draft Policing Contract**
- **2018 Proposed Budget**
City Clerk Jeremy Gruenhagen went over the proposed budget for 2018. Council had productive discussions on upcoming/needed projects/repairs facing the City of Hamburg in 2018.

City Council Reports

- **Councilmember Jason Buckentin**
 - Additional Red Rock is needed in the alley off of Henrietta
- **Councilmember Scott Feltmann**
 - Submitted to City Clerk the cost estimates for repairs to Scheele Avenue and Central Avenue.
- **Mayor Chris Lund**
 - Baseball Tournament is going good. Many great compliments on the Baseball Park, and how clean our town is.
 - * **MOTION:** Councilman Steve Trebesch moved to adjourn the council meeting at 8:31 p.m. Seconded by Councilman Jason Buckentin. Motion was unanimously approved. All Council Members were present.

Submitted by:
Tamara Bracht
Deputy Clerk

	Beginning Balance 1/1/2017	2017 Budget Income	2017 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 6/30/2017	
General Fund	\$377,397.17	\$573,439.00	\$581,505.00	\$369,331.17	\$53,731.23	\$198,510.55	\$232,617.85	
General Gov't								
Public Safety (Fire Dept.)			\$260,371.00	\$138,761.00	\$91,112.57	\$91,112.57	\$52,041.71	
Public Works (Streets)			\$138,761.00	\$62,681.00	\$52,041.71	\$52,041.71	\$29,321.98	
Sanitation & Recycling			\$3,500.00	\$3,500.00	\$644.16	\$644.16	\$9,546.61	
Parks & Recreation			\$37,412.00	\$37,412.00	\$9,546.61	\$9,546.61	\$15,843.52	
Comm. Hall			\$78,780.00	\$78,780.00	\$0.00	\$0.00	\$0.00	
Special Revenue Funds	\$376,328.40	\$44,682.00	\$43,663.86	\$377,346.54	\$504.16	\$0.00	\$376,832.56	
City Of Hamburg (Savings)	\$267,274.55	\$34,300.00	\$43,663.86	\$257,910.69	\$331.55	\$0.00	\$267,606.10	
Fire Equipment CD	\$109,053.85	\$10,382.00	\$0.00	\$119,435.85	\$172.61	\$0.00	\$109,226.46	
Debt Service	\$39,936.38	\$19,257.00	\$14,777.50	\$44,415.88	\$0.00	\$14,777.50	\$25,158.88	
Total (Tax Revenue Funds)	\$793,661.95	\$637,378.00	\$639,946.36	\$791,093.59	\$54,235.39	\$213,288.05	\$634,609.29	
Enterprise Funds								
Water	\$116,330.69	\$160,901.66	\$160,270.90	\$116,961.45	\$80,605.91	\$50,704.30	\$146,232.30	
Sewer	\$338,112.35	\$69,126.99	\$68,462.90	\$338,776.44	\$30,720.00	\$19,539.28	\$349,293.07	
Storm Water	\$110,691.11	\$76,944.80	\$74,997.00	\$112,638.91	\$34,062.78	\$74,351.38	\$70,402.51	
Total (Enterprise Funds)	\$565,134.15	\$306,973.45	\$303,730.80	\$568,376.80	\$145,388.69	\$144,594.96	\$565,927.88	
Totals	\$1,358,796.10	\$944,351.45	\$943,677.16	\$1,359,470.39	\$199,624.08	\$357,883.01	\$1,200,537.17	
	Remaining Balance 1/1/2017	Remaining Assessment 1/1/2017	Cash & Investments	2017 Principle Payments	Date Due	Paid	Maturity Date	Unfunded Balance 12/31/2017
Debt Summary								
1992 Streets	\$0.00	\$6,094.25	\$0.00	\$0.00	2/1/17 & 8/1/17		2/1/2023	(\$6,094.25)
2007 Streets	\$100,000.00	\$7,669.37	\$42,195.87	\$10,000.00	2/20/17 & 8/20/17		8/20/2022	\$40,134.76
Water Wells Project	\$83,000.00	\$0.00	\$0.00	\$13,000.00	2/20/17 & 8/20/17		8/20/2024	\$70,000.00
Water Treatment Plant	\$433,000.00	\$0.00	\$0.00	\$50,000.00	2/20/17 & 8/20/17		8/20/2030	\$383,000.00
Sanitary Sewer Improvements	\$183,233.95	\$75,605.74	\$0.00	\$15,000.00	2/1/17 & 8/1/17		2/1/2032	\$92,628.21
Storm Water Improvements	\$950,000.00	\$0.00	\$0.00	\$45,000.00				\$905,000.00
Totals	\$1,749,233.95	\$89,369.36	\$42,195.87	\$133,000.00				\$1,484,668.72

Cash Flow Actuals

	January	February	March	April	May	June	July	Totals
Income								
Property Taxes	\$5,257.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,257.38
Licenses & Permits	\$46.00	\$112.00	\$56.00	\$56.00	\$589.65	\$0.00	\$0.00	\$859.65
Intergov't Receipts (Aids)	\$18,074.57	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,874.57
Charges for Services								
Assessment Searches	\$0.00	\$20.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00	\$40.00
Comm Ctr Rentals	\$250.00	\$300.00	\$300.00	\$150.00	\$250.00	\$150.00	\$150.00	\$1,400.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$5,827.89	\$6,600.00	\$0.00	\$12,427.89
Fire Dept. Revenues	\$0.00	\$0.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$450.00
Park Rentals	\$250.00	\$0.00	\$550.00	\$150.00	\$0.00	\$0.00	\$75.00	\$1,025.00
Hall Receipts	\$1,797.60	\$0.00	\$475.00	\$78.65	\$0.00	\$1,178.00	\$0.00	\$4,201.85
Fines	\$0.00	\$672.60	\$26.66	\$99.99	\$20.00	\$0.00	\$0.00	\$1,173.31
Misc. Receipts	\$4,552.43	\$34.50	\$75.75	\$36.35	\$33.75	\$288.80	\$0.00	\$5,021.58
Other Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (Savings)	\$0.00	\$0.00	\$24.15	\$0.00	\$0.00	\$0.00	\$263.01	\$504.16
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Service	\$14,228.64	\$14,525.54	\$11,741.01	\$10,132.53	\$17,545.95	\$12,432.24	\$0.00	\$80,605.91
Sewer Service	\$4,842.10	\$5,789.00	\$4,587.23	\$4,075.46	\$6,767.58	\$4,658.63	\$0.00	\$30,720.00
Storm Water	\$5,811.63	\$5,742.75	\$5,173.84	\$4,482.62	\$7,579.00	\$5,272.94	\$0.00	\$34,062.78
	\$55,110.35	\$32,023.05	\$23,226.64	\$19,731.60	\$38,613.82	\$30,918.62	\$0.00	\$199,624.08
Expenses								
General Gov't	\$10,565.79	\$23,552.65	\$10,576.01	\$12,419.65	\$11,936.37	\$22,062.10	\$0.00	\$91,112.57
Public Safety	\$13,451.60	\$11,007.82	\$746.49	\$10,532.37	\$11,487.40	\$4,816.03	\$0.00	\$52,041.71
Public Works	\$4,684.46	\$8,130.35	\$1,068.23	\$2,240.06	\$8,743.95	\$4,454.93	\$0.00	\$29,321.98
Sanitation & Recycling	\$0.00	\$410.62	\$0.00	\$0.00	\$0.00	\$233.54	\$0.00	\$644.16
Park & Recreation	\$512.72	\$87.22	\$87.86	\$1,127.72	\$2,438.34	\$5,292.75	\$0.00	\$9,546.61
Hall Expenses	\$3,646.60	\$2,745.55	\$3,372.65	\$2,545.66	\$1,407.25	\$2,125.81	\$0.00	\$15,843.52
Debt Service	\$12,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,002.50	\$0.00	\$14,777.50
Capital Project Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$3,509.40	\$3,959.71	\$6,620.83	\$3,605.00	\$4,438.73	\$17,459.37	\$0.00	\$39,593.04
Sewer	\$1,857.65	\$2,943.08	\$2,329.30	\$4,063.03	\$2,846.08	\$5,500.14	\$0.00	\$19,539.28
Storm Water	\$0.00	\$0.00	\$0.00	\$73.49	\$0.00	\$27.50	\$0.00	\$100.99
Total Expenses	\$51,003.22	\$52,837.00	\$24,801.37	\$36,606.98	\$43,298.12	\$63,974.67	\$0.00	\$272,521.36
Other Expenses (DEBT)								
Wells/WTP Bonds	\$7,230.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,230.40
Water Imp. Bonds (2011)	\$3,880.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,880.86
Sewer Imp. Bonds (2011)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storm Water Imp. Bonds (20	\$58,212.89	\$0.00	\$0.00	\$0.00	\$0.00	\$16,037.50	\$0.00	\$74,250.39
Total Other Expenses	\$69,324.15	\$0.00	\$0.00	\$0.00	\$0.00	\$16,037.50	\$0.00	\$85,361.65
Checking Balance	\$1,293,579.08	\$1,272,765.13	\$1,271,190.40	\$1,254,315.02	\$1,249,630.72	\$1,200,537.17	\$1,200,537.17	\$1,200,537.17
	(\$65,217.02)	(\$20,813.95)	(\$1,574.73)	(\$16,875.38)	(\$4,684.30)	(\$49,093.55)	\$0.00	(\$158,258.93)



Theresa Sunde
Senior Manager, Government Relations

Via USPS

August 28, 2017

Dear City Official:

Pursuant to FCC regulations governing cable television, I am informing you that effective at the end of September, Mediacom Communications will be making changes to our High Definition channel lineup. The following bill and digital converter message will be sent to our customers:

On or around September 28th, Mediacom will add QVC HD to channel 814. A digital ready HDTV, HD receiver, HD digital adapter or cable card is required to view. Call 855-224-2253 for more information.

KTCA will upgrade KTCA TPT Wx on channel 101 to a high definition format on September 19th. As a result, this channel will only be available in HD and will require a digital ready HDTV, a Mediacom HD receiver or adaptor. Call 855-224-2253 for more information.

Please call me with any questions or concerns at 507-837-4878 or email me at tsunde@mediacomcc.com.

Thank you,

Theresa Sunde

Saint Peter Headend

Mediacom Communications Corporation
1504 2nd Street SE, PO Box 110, Waseca, Minnesota 56093



TECHSTAR

IT Solutions

Email Project - G Suite

prepared for

City of Hamburg

prepared by TechStar IT Solutions

9/5/2017



522 Faxon Rd, PO Box 118, Norwood Young America, MN
55368
t. 952.467.9655 f. N/A

QUOTE
AAAQ1583

Sep 5, 2017

Quoted To:

City of Hamburg
Jeremy Gruenhagen
181 Broadway Ave.
Hamburg, MN 55339

Prepared By:

Nathan Vilmain
Network Architect
nvilmain@techstars.us
952.467.9655

Phone 952.467.3232
Fax

Description	Unit Price	Qty	Ext. Price
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This quote is confidential and may contain proprietary information. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Email Migration Options

✦ Provision G Suite Server (Google Apps for Bussiness) - Setup account at Google and configure licensing. - Setup management entity. - Demonstrate ownership of domain name. - Create user accounts based on licensing. - Create groups, as required. - Setup Calendar sharing, as required. - Setup mail flow to G Suite. - Deliver "User Guide" for accessing Google Web App. - Test the G Suite online function	\$500.00	1	\$500.00
✦ Existing Email Server to G Suite Mailbox Migration - Per Mailbox Migration of all mail, calendar and contact data, including public folders, to the G Suite Cloud from each Email client mailbox.	\$60.00	9	\$540.00
✦ Desktop Sync from email client - Per Mailbox Upload local data from individual email clients not synced to the email server. This includes email, contacts, or local archive data on end user PC's that is not on the email server. This can be common with Outlook clients. (Optional - SELECTED)	\$120.00	9	\$1,080.00
✦ <i>Set-up email client for new account Configure individual email clients to access and sync email desktop, mobile, or other (Optional)</i>	\$25.00	1	\$25.00

All Prices are Monthly Subscriptions per license

Monthly subscription options

These options are set-up as direct pay on a customer credit card.

Continued On Next Page ...



Description	Unit Price	Qty	Ext. Price
<p>✦ <i>G Suite Basic -Per User Per Month</i> Professional office suite with 30GB storage Business email through Gmail Video and voice conferencing Shared calendars Documents, spreadsheets, and presentations 24/7 support by phone, email, and online Security and administration controls</p> <p>(Optional)</p>	\$5.00	1	\$5.00
<p>✦ <i>G Suite Business -Per User Per Month</i> Enhanced office suite with unlimited storage and archiving Business email through Gmail Video and voice conferencing Shared calendars Documents, spreadsheets, and presentations 24/7 support by phone, email, and online Security and administration controls Unlimited cloud storage (or 1TB per user if fewer than 5 users) Smart search across G Suite with Cloud Search Archive and set retention policies for emails and chats eDiscovery for emails, chats, and files (Optional)</p>	\$10.00	1	\$10.00
<p>✦ <i>G Suite Enterprise -Per User Per Month</i> Premium office suite with advanced controls and capabilities Business email through Gmail Video and voice conferencing Shared calendars Documents, spreadsheets, and presentations 24/7 support by phone, email, and online Security and administration controls Unlimited cloud storage (or 1TB per user if fewer than 5 users) Smart search across G Suite with Cloud Search Archive and set retention policies for emails and chats eDiscovery for emails, chats, and files Audit reports to track user activity Data loss prevention for Gmail Data loss prevention for Drive Hosted S/MIME for Gmail Integrate Gmail with compliant third-party archiving tools Enterprise-grade access control with security key enforcement Gmail log analysis in BigQuery (Optional)</p>	\$25.00	1	\$25.00
<p>✦ <i>StorageCraft Cloud to Cloud backup for Office 365 (Monthly)</i></p> <p>StorageCraft Cloud Backup for Office 365 provides protection for:</p> <ul style="list-style-type: none"> • Exchange <ul style="list-style-type: none"> - All email activities and Exchange data going back as long as needed or prescribed • Calendars and contacts <ul style="list-style-type: none"> - Data saved for multiple previous revisions, edits and versions • OneDrive for Business <ul style="list-style-type: none"> - Everything that is needed from Office 365 processes is collected, encrypted, protected and readily available • SharePoint® <ul style="list-style-type: none"> - Protection of base SharePoint organizational data • Public shared folders <ul style="list-style-type: none"> - Availability of all data that is in use in public shared folders across user defined time periods (Optional) 	\$5.00	1	\$5.00

(First Monthly Payment)
\$5.00 billed Monthly

Continued On Next Page ...



Description	Unit Price	Qty	Ext. Price
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	Subtotal	\$2,120.00
	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$2,120.00
	Deposit Required	\$1,060.00





Email Project - Office 365

prepared for

City of Hamburg

prepared by TechStar IT Solutions

9/5/2017



522 Faxon Rd, PO Box 118, Norwood Young America, MN
55368
t. 952.467.9655 f. N/A

QUOTE
AAAQ1582

Sep 5, 2017

Quoted To:

City of Hamburg
Jeremy Gruenhagen
181 Broadway Ave.
Hamburg, MN 55339

Phone 952.467.3232
Fax

Prepared By:

Nathan Vilmain
Network Architect
nvilmain@techstars.us
952.467.9655

Description	Unit Price	Qty	Ext. Price
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This quote is confidential and may contain proprietary information. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Email Migration Options

<ul style="list-style-type: none"> ✦ Provision Office 365 <ul style="list-style-type: none"> - Setup account at Microsoft and configure licensing. - Setup management entity. - Demonstrate ownership of domain name. - Create user accounts based on licensing. - Create groups, as required. - Setup Calendar sharing, as required. - Setup mail flow to 0365. - Deliver "User Guide" for accessing Outlook Web App. - Test the Office 365 online function 	\$500.00	1	\$500.00
<ul style="list-style-type: none"> ✦ Existing Email Server to Microsoft Office 365 Mailbox Migration - Per Mailbox Migration of all mail, calendar and contact data, including public folders, to the Office 365 Cloud from each Email client mailbox. 	\$60.00	9	\$540.00
<ul style="list-style-type: none"> ✦ Desktop Sync from email client - Per Mailbox Upload local data from individual email clients not synced to the email server. This includes email, contacts, or local archive data on end user PC's that is not on the email server. This can be common with Outlook clients. (Optional - SELECTED) 	\$120.00	9	\$1,080.00
<ul style="list-style-type: none"> ✦ <i>Set-up email client for new account</i> <i>Configure individual email clients to access and sync email desktop, mobile, or other (Optional)</i> 	\$25.00	1	\$25.00

All Prices are Monthly Subscriptions per license

Monthly subscription upgrade options

Continued On Next Page ...



Description	Unit Price	Qty	Ext. Price
<p>✦ Office 365 Business Essentials</p> <p><i>Includes all the features of Exchange Online Plan plus the following:</i></p> <ul style="list-style-type: none"> - Online versions of Office including Word, Excel and PowerPoint - File storage and sharing with 1 TB storage per user - Unlimited online meetings, IM, and audio, HD video, and web conferencing - Corporate social network to help employees collaborate across departments and locations - Work management tools to help teams create plans, organize, assign and collaborate around tasks (Optional) 	\$6.00	9	\$54.00
			(First Monthly Payment) \$54.00 billed Monthly
<p>✦ Office 365 Business Premium</p> <p><i>All the features of Business Essentials and Fully installed Office on PC/Mac in one integrated plan</i></p> <p><i>Exchange Online, Outlook, Word, Excel, Power Point, OneNote, Publisher, OneDrive for Business, Skype for Business</i></p> <p><i>Email with 50 GB mailbox</i></p> <p><i>1 TB file storage and sharing</i></p> <p><i>HD video conferencing</i></p> <p><i>Fully installed Office on PC/Mac</i></p> <p><i>Office apps on tablets and phones (Optional)</i></p>	\$15.00	1	\$15.00
			(First Monthly Payment) \$15.00 billed Monthly
<p>✦ (Govt) Office 365 Enterprise E1 - includes Exchange Online, Sharepoint Online, SfBOnline, and unlimited OneDrive for Business storage. (Optional - SELECTED)</p>	\$7.00	9	\$63.00
			(First Monthly Payment) \$63.00 billed Monthly
<p>✦ (Govt) Office 365 Enterprise E3 - includes Exchange Online, Sharepoint Online, SfB Online, unlimited OneDrive for Business storage, and Office ProPlus application locally installed on up to 5 devices per user that can be used through remote desktop services. (Optional)</p>	\$20.00	1	\$20.00
			(First Monthly Payment) \$20.00 billed Monthly
<p>✦ StorageCraft Cloud to Cloud backup for Office 365 (Monthly)</p> <p><i>StorageCraft Cloud Backup for Office 365 provides protection for:</i></p> <ul style="list-style-type: none"> • Exchange <ul style="list-style-type: none"> - All email activities and Exchange data going back as long as needed or prescribed • Calendars and contacts <ul style="list-style-type: none"> - Data saved for multiple previous revisions, edits and versions • OneDrive for Business <ul style="list-style-type: none"> - Everything that is needed from Office 365 processes is collected, encrypted, protected and readily available • SharePoint® <ul style="list-style-type: none"> - Protection of base SharePoint organizational data • Public shared folders <ul style="list-style-type: none"> - Availability of all data that is in use in public shared folders across user defined time periods (Optional) 	\$5.00	1	\$5.00
			(First Monthly Payment) \$5.00 billed Monthly

	Subtotal	\$2,183.00
Your investment in addition to the Grand Total: \$63.00 Billed Monthly	Tax	\$0.00
	Shipping	\$0.00
	Grand Total	\$2,183.00
	Deposit Required	\$1,091.50



CONTRACT FOR POLICE SERVICES

Hamburg

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

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and

1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

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

LIABILITY

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

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

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

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2018 to December 31, 2018. 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. The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2019, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

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

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

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

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

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

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

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

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

PERSONNEL COST

Liaison Corporal .05 (2080 FTE)	\$5,123
Deputy .05 (2080 FTE)	\$5,123
CSO – 130 hours	\$5,022

VEHICLE COST

Patrol Vehicle – .05	<u>\$1,037</u>
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TOTAL POLICE SERVICES

\$16,305

2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$8,152.50 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$8,152.50 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

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

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

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

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

SIGNED: _____
Mayor

DATE: _____

SIGNED: _____
City Clerk

DATE: _____

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

COUNTY OF CARVER:

SIGNED: _____
CHAIR, BOARD OF COMMISSIONERS

DATE: _____

SIGNED: _____
SHERIFF

DATE: _____

SIGNED: _____
COUNTY ADMINISTRATOR

DATE: _____

2018 PROSECUTION CONTRACT

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

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

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

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

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

1. Enabling Authority.

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

2. Purpose

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

3. Services.

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

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2018, and extending through December 31, 2018.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$307.44 is to be paid by the City of Hamburg to the Carver County Attorney's Office in four equal installments by April 15, 2018, July 15, 2018, October 15, 2018 and January 15, 2019.

6. Ordinances.

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

7. Data.

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

8. Audit.

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

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

9. Indemnification.

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

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

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

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

10. Nonwaiver, Severability and Applicable Laws.

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

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

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

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2018.

12. Merger and Modification.

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

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

Space Intentionally Left Blank

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

CITY OF HAMBURG

IN PRESENCE OF:

BY: _____
Mayor

City Clerk

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
County Administrator

Date: _____

**CITY OF HAMBURG
NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT
270 RAILROAD STREET**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on September 26th, 2017 at 7:00 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

The reason for the public hearing is for the request by Gene Stier, 270 Railroad Street, for a Conditional Use Permit to build a 30 foot by 40 foot Accessory Structure (Detached Garage). Hamburg Zoning Code requires a Conditional Use Permit for accessory structures that exceed one-thousand (1,000) sq. ft. of aggregate area. City Council Meeting to follow.

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

Jeremy Gruenhagen
City Clerk-Treasurer



Carver County GIS, 2014 Pictometry International

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: 9/5/2017



832 William Street



Jeremy Gruenhagen <hamburgcityhall@gmail.com>

Comp Plan Open House Meeting Options

1 message

Dean Johnson <rscmn@spacestar.net>
To: Jeremy Gruenhagen <hamburgcityhall@gmail.com>

Fri, Sep 1, 2017 at 9:05 AM

Jeremy – here are some dates to ponder. We have generally had open houses scheduled from 6:30-8:00, but are flexible with whatever time you prefer.

Tuesdays 10/24 & 11/28
Wednesdays 10/25, 11/29 & 12/13
Thursdays 10/12, 10/19, 11/2, 11/9, 11/16 & 11/30

Have a great weekend,

Dean

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Dean Johnson

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