



HAMBURG CITY COUNCIL AGENDA SEPTEMBER 12, 2023

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

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

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

4. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
 - **Approve Payment of Added August 2023 Claims (\$42,062.24)**
 - **Approve Payment of September 2023 Claims (\$59,960.60)**
 - **Approve Time-Off Request (Jeremy Gruenhagen)**
 - **Approve June/July 2023 Cash Flow Statements**
 - **Approve 2024 Prosecution Contract**
 - **Approve Temporary On-Sale Liquor Licenses for Hamburg Lions Club**
 - **October 7, 2023, November 17, 2023 & November 25, 2023**
 - **Delinquent Utility Bills Report**

5. **Hamburg Fire Department**
 - **Approve Firefighter Sam Newbloom**
 - **Officer Selection (Chief 3)**
 - **Firefighter Recruitment Options**

6. **Central Trap Team**
 - **Approve December 9, 2023 Gun Bingo (Community Hall)**

7. **Scott Qualle (MNSPECT)**
 - **MN State Building Code: Use of Diamond Piers**

8. **Zummerfest Committee**
 - **City Zummerfest Celebration September 23, 2023**
 - **Approve Resolution Number 2023-08**



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 12, 2023***

9. Old City Business

- Parcel 45.2010100 (City Vacant Lot) – Land Use
- Minor Subdivision (PID's 45.0282010, 45.0282500, 45.0282510)
- Public Nuisance Violations
- Cannabis Ordinance

10. New City Business

- Additional Mosquito Spraying(s) for 2023 (\$325)
- LMCIT Liability Coverage Options
- 2024 Proposed Budget
 - 2023/2024 Budget Items
 - Budget Workshop (September 19th)
 - Hold Second Council Meeting on September 26, 2023

11. Move to Close Meeting for the purpose of 6 Month Employee Evaluation (Unless employee requests an Open Meeting for his/her evaluation).

- Jason Buckentin

12. Move to Close Closed Meeting for Employee Evaluation

13. Move to Reopen the City Council Meeting

14. City Council Reports

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

15. Adjourn City Council Meeting



***HAMBURG CITY COUNCIL AGENDA
SEPTEMBER 12, 2023***

COMMUNITY HALL & PARK ACTIVITIES

- SEPTEMBER**
- 3 – Truck/Tractor Pull (Park)
 - 9 – Wedding Reception (Hall)
 - 9 – Wedding Reception (Park)
 - 23 – Zummerfest (Park)
- OCTOBER**
- 7 – Wedding Reception (Hall)
 - 14 – Wedding Reception (Hall)
 - 21 – Quinceanera (Hall)
 - 29 – Anniversary (Park)

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

- SEPTEMBER**
- 4 – Labor Day – City Offices Closed
 - 5 – Mayors In Time – 5:00 to 7:00 PM
 - 6 – Hamburg Lions Board Meeting
 - 10 – Youngwood 4-H Club
 - 12 – City Council Meeting – 7:00 PM
 - 12 – Young America Township Meeting
 - 18 – Hamburg Lions Club
 - 24 – Community Center Rental
 - 25 – Hamburg Fire Dept. (Relief Association) Meeting
- OCTOBER**
- 2 – Mayor In Time – 5:00 PM
 - 2 – Hamburg Lions Board Meeting
 - 2 – HFD Training
 - 10 – Hamburg City Council Meeting
 - 10 – Young America Township Meeting
 - 16 – Hamburg Lions Club
 - 28 – Hamburg Fire Dept. (Relief Association) Meeting

2023 August Claims List

CHECK #	VENDOR	FUND	AUGUST 2023 CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - July 2023	\$3,484.70	8/8/2023
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - July 2023	\$673.00	8/8/2023
ACH	PERA	Divided	PERA Withholding - July 2023	\$565.58	8/8/2023
ACH	PERA	Divided	PERA Withholding - July 2023	\$843.68	8/8/2023
ACH	PERA	Divided	PERA Withholding - August 2023	\$556.81	8/8/2023
ACH	HealthPartners	Divided	Health Insurance for August 2023	\$2,939.87	8/8/2023
ACH	ZOOM	General Gov't	Video Conferencing Service for 8-8-23 to 9-5-23	\$17.17	8/8/2023
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$201.60	8/8/2023
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for July 2023	\$61.00	8/8/2023
DD	Jeremy Gruenhagen	Divided	August Wages	\$2,213.32	8/8/2023
DD	Jan Shoemaker	Divided	Wages 7/17/23 to 7/30/23	\$995.10	8/8/2023
DD	Jason Buckentin	Divided	Wages 7/17/23 to 7/30/23	\$1,881.36	8/8/2023
DD	Steve Frensko	Divided	Wages 7/17/23 to 7/30/23	\$324.93	8/8/2023
DD	Jan Shoemaker	Divided	Wages 7/31/23 to 8/13/23	\$995.02	9/12/2023
DD	Jason Buckentin	Divided	Wages 7/31/23 to 8/13/23	\$1,901.35	9/12/2023
DD	Steve Frensko	Divided	Wages 7/31/23 to 8/13/23	\$391.19	9/12/2023
ACH	Verizon Wireless	Divided	City Cell Phone/Tablets Data Plan	\$128.96	8/8/2023
ACH	Kwik Trip	Park/FD	Gas for City Vehicles and FD	\$338.67	8/8/2023
ACH	Optum	General Gov't	HSA Admin Fee's for City Employees 2nd Qtr 2023	\$22.50	9/12/2023
ACH	Optum	General Gov't	HSA Admin Fee's for City Employees 3rd Qtr 2023	\$625.00	9/12/2023
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00130099230	\$160.78	9/12/2023
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00051366837	\$36.27	9/12/2023
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491855	\$1,311.03	9/12/2023
ACH	Xcel Energy	Divided	XCEL ENERGY-MN XCELENERGY 00053491844	\$998.91	9/12/2023
DC	Hamburg Post Office	Water/Sewer	Postcard Stamps for Utility Bills	\$48.60	8/8/2023
DC	Amazon	Sewer	Supplies & Parts for Sprayer Extension	\$155.84	8/8/2023
DC	Amazon	Sewer	Dawn Dish Soap for Lift station (Degreaser)	\$18.22	8/8/2023
DC	Amazon	General Govt Bldgs.	Reciprocating Blade, Faucet and Valve Grease & Hand Cleaner	\$74.62	9/12/2023
DC	Amazon	Park	Foam Concentrate	\$9.22	9/12/2023
DC	Amazon	Sewer	Dawn Dish Soap for Lift station (Degreaser)	\$18.22	9/12/2023
DC	Amazon	Sewer	Dawn Dish Soap for Lift station (Degreaser)	\$18.22	9/12/2023
DC	Amazon	Sewer	Dawn Dish Soap for Lift station (Degreaser)	\$19.18	9/12/2023
DC	Amazon	Hall	Turbo Bee 12oz Cups (1000 Cups)	\$64.99	9/12/2023
DC	Amazon	General Govt Bldgs.	Office Supplies	\$12.98	9/12/2023
DC	Amazon	Hall	Concrete Sealer	\$30.00	9/12/2023
DC	Amazon	Hall/Park	1 Box of Toilet Paper	\$19.72	9/12/2023
DC	Intuit.com	General Gov't	QuickBooks Online Monthly Payment	\$42.50	9/12/2023
DC	US Postal Service	General Gov't	August 11, 2023 Newsletter	\$78.41	9/12/2023
ACH	METRONET	FD/Hall/Water	Fiber Phone Service for 7/16/23 to 8/15/23	\$74.77	9/12/2023
21700	30 30 Concrete, Inc	Hall/Streets	Hall/Streets Concrete Repairs	\$11,150.00	8/8/2023
21701	Ancom Communications Inc.	FD	Batteries (20)	\$639.00	8/8/2023
21702-04	Void	Void	Voided - Printing Error	Voided	8/8/2023
21705	Carver County (CarverLink)	General Gov't	Internet Services July 2023	\$120.00	8/8/2023
21706	Clarke Mosquito Management, Inc	Public Safety	Mosquito Control for 2023 (Invoice 3 of 3)	\$1,425.00	8/8/2023
21707	Coordinated Business Systems, L	General Gov't	Monthly Equipment Base Rate for 7/01/2023 to 7/31/2023	\$58.11	8/8/2023
21708	Jeremy Gruenhagen	Public Safety (FD)	National Night Out Supplies	\$274.80	8/8/2023
21709	Kurita America, Inc.	Water/Sewer	Gaskets	\$241.96	8/8/2023
21710	Loffler Companies, Inc.	General Gov't	July Copies	\$77.65	8/8/2023
21711	Mini Biff Inc.	Park	Handicap Mini Biff Rental	\$164.22	8/8/2023
21712	MNSPECT, LLC	Public Safety	Permit #23HB-00010 - 321 Jacob St	\$253.19	8/8/2023
21713	NAPA Auto Parts	Park/Water	Oil 5QT5W20 and Oil Filter	\$132.23	8/8/2023
21714	Plunkett's Pest Control, Inc	General Gov't	City Hall and Fire Department Service Date 08/02/2023	\$43.82	8/8/2023
21715	Pro Auto & Transmission Repair,	FD	Repair 2000 Ford F350	\$960.01	8/8/2023
21716	Viking Coca-Cola	Park	Pop for Park/Hall	\$232.00	8/8/2023
21717	W W Will & Son's Distributing	FD	Hot Dogs for Nat'l Night Out	\$220.00	8/8/2023
21718	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for July 2023	\$1,825.42	8/8/2023
21719	Wm Mueller & Sons, Inc.	Park/Streets	Fuel and Patches on William St and Martha St	\$1,459.70	8/8/2023
21720	Bolton & Menk, Inc	General Gov't	Invoice-Draft	\$40.09	9/12/2023
21721	Canon Financial Services, Inc.	General Gov't	Canon Copier Gov't Contract for August 2023	\$33.13	9/12/2023
21722	Carver County (Public Works)	Streets	Carver County (Public Works)	\$1,171.74	9/12/2023
21723	Core & Main	Water	Fire Hydrant Marker	\$136.17	9/12/2023
21724	Gopher State One Call	Water/Sewer	July 2023 Locates	\$24.30	9/12/2023
21725	Henning Excavating	Storm Water	Replace Storm Sewer Line William Street	\$7,004.00	9/12/2023
21726	John Egan	Park	Animal and Feed Reimbursement for Ducks at Pond	\$336.46	9/12/2023
21727	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for July	\$982.30	9/12/2023
21728	Menards	General Gov't/Storm/Water/Hall	Misc Supplies	\$621.34	9/12/2023
21729	MN Department of Health	Watwr	3rd Qtr. 2023 Comm. Water Supply Serv. Conn. Fee	\$524.00	9/12/2023
21730	O.E.M. Service Co.	Sewer	Floor Grate for Ponds 39.5 x 39.5	\$867.60	9/12/2023
21731	Per Mar Security Services	Water/Sewer	Base Alarm Monitoring for WTP/Sewer TP	\$101.49	9/12/2023
21732	Right Way Plumbing LLC	Water/Park	Replace Water Meter 450 Brad St & Park Toliel	\$1,355.00	9/12/2023
21733	S.E.H. Inc.	Streets	Water Main Improvement Project (Old WTP) Technician	\$1,888.30	9/12/2023
21734	Scott County OMB	Public Safety (FD)	Fire Tower & Ground Fire Training	\$650.00	9/12/2023
21735	Security Bank & Trust Co.	Storm Water/Water	Interest - G.O. Public Utility Revenue Refunding Bonds, Series 201	\$6,127.50	9/12/2023
21736	Stephanie McMahon	Water	Final Utility Bill Refund	\$96.36	9/12/2023
21737	Viking Bottling Co.	Park	Pop for Park	\$215.00	9/12/2023
21738	Wm Mueller & Sons, Inc.	Streets	Fuel for City Vehicles	\$142.66	9/12/2023
21739	30 30 Concrete, Inc	Hall/Streets	Hall Alley Concrete Replacement (Final Payment)	\$12,856.26	9/12/2023
Debit	Security Bank & Trust	Water/Sewer/Storm	Return Check Chargeback/Return Deposit Item Fee/Utility Bill	\$113.29	9/12/2023
				\$76,862.53	
			August Claims	\$34,800.29	8/8/2023
			Added August Claims	\$42,062.24	9/12/2023
			Total August Claims	\$76,862.53	

2023 September Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - August 2023	\$3,452.29	9/12/2023
ACH	MN Dept. of Revenue	Divided	State Withholding Tax Payment - August 2023	\$667.00	9/12/2023
ACH	PERA	Divided	PERA Withholding - August 2023	\$544.68	9/12/2023
ACH	PERA	Divided	PERA Withholding - August 2023	\$843.68	9/12/2023
ACH	PERA	Divided	PERA Withholding - August 2023	\$560.86	9/12/2023
ACH	HealthPartners	Divided	Health Insurance for September 2023	\$2,939.87	9/12/2023
ACH	Security Bank & Trust	General Gov't	ACH Service Fees for July 2023	\$45.70	9/12/2023
ACH	Google	General Gov't	Email Accounts (14) Administered by Google G Suite	\$201.60	9/12/2023
ACH	ZOOM	General Gov't	Video Conferencing 9/06/2023 - 10/05/2023	\$17.17	9/12/2023
DC	Hamburg Post Office	Water/Sever/Genral Gov't	Forever and Post Card Stamps	\$234.00	9/12/2023
DC	Amazon	Hall	Hand Towel Roles	\$104.00	9/12/2023
DC	Amazon	Govt Buildings	Briggs and Stratton 113734117 Motor, Grate Deflector	\$87.40	9/12/2023
DC	Amazon	Hall	Ultrasac Black HD Garbage Bags (86 Bags)	\$23.97	9/12/2023
DC	Amazon	Sewer	Dawn Dish Soap for LS	\$18.25	9/12/2023
DD	Jeremy Gruenhagen	Divided	August Wages	\$2,213.32	9/12/2023
DD	Jan Shoemaker	Divided	Wages 8/14/23 to 8/27/23	\$982.79	9/12/2023
DD	Jason Buckentin	Divided	Wages 8/14/23 to 8/27/23	\$1,841.50	9/12/2023
DD	Steve Frensko	Divided	Wages 8/14/23 to 8/27/23	\$512.10	9/12/2023
21740	212 Equipment	FD	Honda Generator with Light	\$209.97	9/12/2023
21741	Bolton & Menk	General Gov't	Planning Services for 7-8-23 to 8-18-23	\$600.00	9/12/2023
21742	Bound Tree Medical, LLC.	FD	Medical Supplies	\$81.15	9/12/2023
21743	Carver Link	General Gov't	Internet Services August 2023	\$120.00	9/12/2023
21744	Century Fence Company	Hall	Retaining Wall Fence	\$5,994.00	9/12/2023
21745	Coordinated Business Systems, I	General Gov't	Monthly Equipment Base Rate for 8/01/2023 to 8/31/2023	\$58.11	9/12/2023
21746	Core & Main	Water	(3) Water Meters and Supplies	\$775.40	9/12/2023
21747	Dammann Seed Sales	Hall	Athletic Turf Mixture (5) #25lb. Bags for Lawn Behind th	\$350.00	9/12/2023
21748	Dan Oelfke Construction, LLC	CC	Roofing, Flashing, add Snow Stop & Deflector to Fire Ha	\$2,569.41	9/12/2023
21749	Dereck Wolter	Water	Final Utility Bill Refund	\$149.85	9/12/2023
21750	ECM Publishers, Inc.	General Gov't	September 12 Public Hearing Minor Subdivision	\$42.00	9/12/2023
21751	Gopher State One Call	Water/Sewer	August 2023 Locates	\$25.65	9/12/2023
21752	Home Solutions	Hall, Park, CC, Gov't Bldg	Misc Supplies	\$230.73	9/12/2023
21753	Jason Buckentin	General Gov't	Mileage Reimbursement (54 Miles)	\$35.37	9/12/2023
21754	League of MN Cities Ins. Trust	Divided	Municipality Property & Casualty Insurance 7/15/23 to 7/1	\$20,229.00	9/12/2023
21755	League of MN Cities	General Gov't	Annual Membership Dues/Mayor Dues	\$863.00	9/12/2023
21756	Loffler Companies, Inc.	General Gov't	August Copies	\$82.03	9/12/2023
21757	Melchert-Hubert-Sjodin, PLLP	General Gov't	Legal Fees for August	\$334.00	9/12/2023
21758	Menards	Hall/Park	Supplies & Parts	\$119.02	9/12/2023
21759	Mini Biff Inc.	Park	Handicap Mini Biff Rental	\$164.22	9/12/2023
21760	MNSPECT, LLC	Public Safety	(6) Building Permits	\$507.48	9/12/2023
21761	UNCMN Tap Line	Hall	Clean Cooler Lines	\$50.00	9/12/2023
21762	W.W.O.T.A. Inc	Water/Sewer	Water/Wastewater Training & Assistance for August 202	\$920.00	9/12/2023
21763	Wm Mueller & Sons, Inc.	Streets/Hall	Fuel and Black Dirt	\$353.83	9/12/2023
21764	Xtreme Electrical	Hall	Lighting Retrofit & Relocate Pipe and Wiring	\$9,806.20	9/12/2023
				\$59,960.60	

	Beginning Balance 1/1/2023	2023 Budget Income	2023 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 6/30/2023	
General Fund	\$488,662.51	\$598,786.00	\$598,786.00	\$488,662.51	\$29,259.70	\$266,697.27	\$251,224.94	
General Gov't								
Public Safety (Fire Dept.)			\$334,590.00			\$119,051.66		
Public Works (Streets)			\$131,971.00			\$66,798.62		
Sanitation & Recycling			\$38,060.00			\$28,576.65		
Parks & Recreation			\$4,500.00			\$296.04		
Comm. Hall			\$41,710.00			\$31,607.52		
			\$47,955.00			\$20,366.78		
Special Revenue Funds	\$599,033.78	\$7,155.00	\$6,000.00	\$600,188.78	\$3,814.18	\$0.00	\$602,847.96	
City Of Hamburg (Savings)	\$565,203.67	\$1,000.00	\$6,000.00	\$560,203.67	\$3,814.18	\$0.00	\$569,017.85	
*Equipment Replacement Fund	\$88,500.00	\$0.00	\$0.00	\$88,500.00	\$0.00	\$0.00	\$88,500.00	
*City Maintenance Fund	\$113,000.00	\$0.00	\$0.00	\$113,000.00	\$0.00	\$0.00	\$113,000.00	
*Street Improvements (Repairs)	\$272,782.00	\$0.00	\$0.00	\$272,782.00	\$0.00	\$0.00	\$272,782.00	
*Community Center Addition	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	
*Community Hall Renovations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
*Park Handicap Bathrooms	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	
*Water Tower	\$29,520.00	\$0.00	\$6,000.00	\$23,520.00	\$0.00	\$0.00	\$29,520.00	
*Interest	\$13,401.67	\$1,000.00	\$0.00	\$14,401.67	\$3,814.18	\$0.00	\$17,215.85	
*Transfers In (Out)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fire Equipment CD	\$33,830.11	\$6,155.00	\$0.00	\$39,985.11	\$0.00	\$0.00	\$33,830.11	
Debt Service	\$9,158.40	\$30,918.85	\$40,076.75	\$0.50	\$0.00	\$15,333.75	(\$6,175.35)	
Total (Tax Revenue Funds)	\$1,096,854.69	\$636,859.85	\$644,862.75	\$1,088,851.79	\$33,073.88	\$282,031.02	\$847,897.55	
Enterprise Funds								
Water	\$100,561.11	\$279,390.21	\$282,312.53	\$97,638.79	\$90,989.58	\$52,439.11	\$139,111.58	
Sewer	\$294,737.04	\$75,016.76	\$75,806.38	\$293,947.42	\$32,601.38	\$34,917.26	\$292,421.16	
Storm Water	\$98,644.81	\$72,309.60	\$69,046.88	\$101,907.53	\$35,115.00	\$64,143.44	\$69,616.37	
Total (Enterprise Funds)	\$493,942.96	\$426,716.57	\$427,165.79	\$493,493.74	\$158,705.96	\$151,499.81	\$501,149.11	
Totals	\$1,590,797.65	\$1,063,576.42	\$1,072,028.54	\$1,582,345.53	\$191,779.84	\$433,530.83	\$1,349,046.66	
Debt Summary	Remaining Balance 1/1/2023	Remaining Assessment 1/1/2023	Cash & Investments	2023 Principle Payments	Date Due	Date Paid	Maturity Date	Unfunded Balance 12/31/2023
1992 Streets	\$0.00	\$1,126.85	\$0.00	\$0.00			2012	(\$1,126.85)
2007 Streets	\$15,000.00	\$0.00	\$3,778.00	\$15,000.00	2/1/22 & 8/1/22		2/1/2023	(\$3,778.00)
Cert. of Indebtedness (2018 Pumper)	\$22,800.00	\$0.00	\$5,381.00	\$22,800.00	10/31/2022		10/31/2023	(\$5,381.00)
Water Wells Project	\$0.00	\$0.00	\$0.00	\$0.00	2/20/22 & 8/20/22		8/20/2022	\$0.00
Water Treatment Plant	\$116,000.00	\$0.00	\$0.00	\$57,000.00	2/20/22 & 8/20/22		8/20/2024	\$59,000.00
Sanitary Sewer Improvements	\$88,088.23	\$36,654.78	\$0.00	\$16,000.00	2/20/22 & 8/20/22		8/20/2030	\$35,433.45
Storm Water Improvements	\$670,000.00	\$0.00	\$0.00	\$60,000.00	2/1/22 & 8/1/22		2/1/2032	\$610,000.00
Water Tower/Water Main Imp Project	\$1,264,000.00	\$0.00	\$0.00	\$51,000.00	2/20/22 & 8/20/22		8/20/2044	\$1,213,000.00
Totals	\$2,175,888.23	\$37,781.63	\$9,159.00	\$221,800.00				\$1,907,147.60

Cash Flow Actuals

	January	February	March	April	May	June	Totals
Income							
Property Taxes	\$4,985.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,985.62
Licenses & Permits	\$0.00	\$0.00	\$429.85	\$0.00	\$495.39	\$1,795.35	\$2,720.59
Intergov't Receipts (Aids)	\$3,992.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,992.90
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment Searches	\$0.00	\$150.00	\$600.00	\$150.00	\$150.00	\$0.00	\$1,050.00
Comm Ctr Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Dept. Revenues	\$0.00	\$200.00	\$400.00	\$600.00	\$400.00	\$200.00	\$1,800.00
Park Rentals	\$0.00	\$0.00	\$0.00	\$351.00	\$1,288.25	\$1,376.55	\$5,020.80
Hall Receipts	\$0.00	\$468.00	\$1,537.00	\$351.00	\$213.00	\$35.00	\$573.00
Fines	\$0.00	\$180.00	\$40.00	\$105.00	\$213.00	\$35.00	\$782.62
Misc. Receipts	\$269.52	\$474.20	\$974.74	\$248.60	\$3,796.96	\$2,062.50	\$7,826.52
Other Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Recovery	\$263.49	\$210.83	\$223.82	\$191.07	\$214.88	\$186.18	\$1,290.27
Interest Income (Checking)	\$0.00	\$0.00	\$1,834.98	\$0.00	\$0.00	\$1,979.20	\$3,814.18
Interest Income (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds/Sale of Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Service	\$14,468.26	\$12,924.81	\$17,911.92	\$11,118.79	\$20,614.64	\$13,951.16	\$90,989.58
Sewer Service	\$5,178.06	\$4,641.10	\$6,319.04	\$4,390.51	\$7,358.21	\$4,714.46	\$32,601.38
Storm Water	\$5,843.48	\$5,311.25	\$6,281.58	\$4,447.33	\$8,008.29	\$5,223.07	\$35,115.00
	\$35,001.33	\$24,560.19	\$36,552.93	\$21,602.30	\$42,539.62	\$31,523.47	\$191,779.84
Expenses							
General Gov't	\$7,008.61	\$29,134.35	\$32,163.42	\$18,499.78	\$16,019.44	\$15,809.59	\$118,635.19
Public Safety	\$1,608.68	\$3,834.50	\$8,647.43	\$26,756.83	\$21,728.15	\$4,223.03	\$66,798.62
Public Works	\$4,269.25	\$9,971.45	\$3,231.92	\$3,397.64	\$5,273.64	\$2,606.69	\$28,750.59
Sanitation & Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296.04	\$296.04
Park & Recreation	\$51.00	\$10,759.70	\$1,571.84	\$522.95	\$14,518.50	\$5,597.53	\$31,607.52
Hall Expenses	\$1,228.10	\$3,216.25	\$4,681.08	\$6,169.09	\$3,328.38	\$1,743.88	\$20,366.78
Debt Service	\$15,333.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,333.75
Capital Project Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out	\$0.00	\$0.00	\$0.00	\$0.00	\$242.53	\$0.00	\$242.53
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$3,223.86	\$5,642.22	\$7,730.31	\$5,749.54	\$12,448.98	\$5,806.84	\$40,601.75
Sewer	\$2,834.93	\$3,757.65	\$5,484.87	\$7,768.67	\$8,574.36	\$5,943.59	\$34,364.07
Storm Water	\$27.50	\$0.00	\$0.00	\$0.00	\$1,713.60	\$0.00	\$1,741.10
Total Expenses	\$35,585.68	\$66,316.12	\$62,096.87	\$68,864.50	\$83,847.58	\$42,027.19	\$358,737.94
Other Expenses (DEBT)							
Wells/WTP Bonds	\$0.00	\$1,357.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,357.20
Water Imp. Bonds (2011)	\$4,160.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,160.16
Water Tower Project	\$0.00	\$6,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,320.00
Sewer Imp. Bonds (2011)	\$0.00	\$553.19	\$0.00	\$0.00	\$0.00	\$0.00	\$553.19
Storm Water Imp. Bonds (2011)	\$62,402.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,402.34
Total Other Expenses	\$66,562.50	\$8,230.39	\$0.00	\$0.00	\$0.00	\$0.00	\$74,792.89
Checking Balance	\$1,523,650.80	\$1,473,664.48	\$1,448,120.54	\$1,400,858.34	\$1,359,550.38	\$1,349,046.66	\$1,349,046.66
Net Income (Loss)	(\$67,146.85)	(\$49,986.32)	(\$25,543.94)	(\$47,262.20)	(\$41,307.96)	(\$10,503.72)	(\$241,750.99)

	Beginning Balance 1/1/2023	2023 Budget Income	2023 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 7/31/2023
General Fund	\$488,662.51	\$598,786.00	\$598,786.00	\$488,662.51	\$380,848.12	\$311,528.76	\$557,981.87
General Gov't							
Public Safety (Fire Dept.)			\$334,590.00	\$334,590.00		\$139,924.42	
Public Works (Streets)			\$131,971.00	\$131,971.00		\$72,455.07	
Sanitation & Recycling			\$38,060.00	\$38,060.00		\$30,862.93	
Parks & Recreation			\$4,500.00	\$4,500.00		\$296.04	
Comm. Hall			\$41,710.00	\$41,710.00		\$41,838.31	
			\$47,955.00			\$26,151.99	
Special Revenue Funds	\$599,033.78	\$7,155.00	\$6,000.00	\$600,188.78	\$3,814.18	\$0.00	\$602,847.96
City Of Hamburg (Savings)	\$565,203.67	\$1,000.00	\$6,000.00	\$560,203.67	\$3,814.18	\$0.00	\$569,017.85
*Equipment Replacement Fund	\$88,500.00	\$0.00	\$0.00	\$88,500.00	\$0.00	\$0.00	\$88,500.00
*City Maintenance Fund	\$113,000.00	\$0.00	\$0.00	\$113,000.00	\$0.00	\$0.00	\$113,000.00
*Street Improvements (Repairs)	\$272,782.00	\$0.00	\$0.00	\$272,782.00	\$0.00	\$0.00	\$272,782.00
*Community Center Addition	\$28,000.00	\$0.00	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00
*Community Hall Renovations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*Park Handicap Bathrooms	\$20,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00
*Water Tower	\$29,520.00	\$0.00	\$6,000.00	\$23,520.00	\$0.00	\$0.00	\$29,520.00
*Interest	\$13,401.67	\$1,000.00	\$0.00	\$14,401.67	\$3,814.18	\$0.00	\$17,215.85
*Transfers In (Out)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Equipment CD	\$33,830.11	\$6,155.00	\$0.00	\$39,985.11	\$0.00	\$0.00	\$33,830.11
Debt Service	\$9,158.40	\$30,918.85	\$40,076.75	\$0.50	\$15,459.42	\$15,333.75	\$9,284.07
Total (Tax Revenue Funds)	\$1,096,854.69	\$636,859.85	\$644,862.75	\$1,088,851.79	\$400,121.72	\$326,862.51	\$1,170,113.90
Enterprise Funds							
Water	\$100,561.11	\$279,390.21	\$282,312.53	\$97,638.79	\$109,900.19	\$177,534.71	\$32,926.59
Sewer	\$294,737.04	\$75,016.76	\$75,806.38	\$293,947.42	\$42,161.92	\$56,840.99	\$280,057.97
Storm Water	\$98,644.81	\$72,309.60	\$69,046.88	\$101,907.53	\$41,473.00	\$64,143.44	\$75,974.37
Total (Enterprise Funds)	\$493,942.96	\$426,716.57	\$427,165.79	\$493,493.74	\$193,535.11	\$298,519.14	\$388,958.93
Totals	\$1,590,797.65	\$1,063,576.42	\$1,072,028.54	\$1,582,345.53	\$593,656.83	\$625,381.65	\$1,559,072.83
	Remaining Balance 1/1/2023	Remaining Assessment 1/1/2023	Cash & Investments	2023 Principle Payments	Date Due	Maturity Date	Unfunded Balance 12/31/2023
Debt Summary							
1992 Streets	\$0.00	\$1,126.85	\$0.00	\$0.00		2012	(\$1,126.85)
2007 Streets	\$15,000.00	\$0.00	\$3,778.00	\$15,000.00	2/1/22 & 8/1/22	2/1/2023	(\$3,778.00)
Cert. of Indebtedness (2018 Pumper)	\$22,800.00	\$0.00	\$5,381.00	\$22,800.00	10/31/2022	10/31/2023	(\$5,381.00)
Water Wells Project	\$0.00	\$0.00	\$0.00	\$0.00	2/20/22 & 8/20/22	8/20/2022	\$0.00
Water Treatment Plant	\$116,000.00	\$0.00	\$0.00	\$57,000.00	2/20/22 & 8/20/22	8/20/2024	\$59,000.00
Sanitary Sewer Improvements	\$88,088.23	\$36,654.78	\$0.00	\$16,000.00	2/20/22 & 8/20/22	8/20/2030	\$35,433.45
Storm Water Improvements	\$670,000.00	\$0.00	\$0.00	\$60,000.00	2/1/22 & 8/1/22	2/1/2032	\$610,000.00
Water Tower/Water Main Imp Project	\$1,264,000.00	\$0.00	\$0.00	\$51,000.00	2/20/22 & 8/20/22	8/20/2044	\$1,213,000.00
Totals	\$2,175,888.23	\$37,781.63	\$9,159.00	\$221,800.00			\$1,907,147.60

Cash Flow Actuals

	January	February	March	April	May	June	July	Totals
Income								
Property Taxes	\$4,985.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$294,605.41	\$299,591.03
Licenses & Permits	\$0.00	\$0.00	\$429.85	\$0.00	\$495.39	\$1,795.35	\$756.32	\$3,476.91
Intergov't Receipts (Aids)	\$3,992.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,740.50	\$47,733.40
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Assessment Searches	\$0.00	\$150.00	\$600.00	\$150.00	\$150.00	\$0.00	\$150.00	\$1,200.00
Comm Ctr Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,600.00	\$21,600.00
Fire Dept. Revenues	\$0.00	\$200.00	\$400.00	\$600.00	\$400.00	\$200.00	\$200.00	\$2,000.00
Park Rentals	\$0.00	\$468.00	\$1,537.00	\$351.00	\$1,288.25	\$1,376.55	\$200.00	\$5,220.80
Hall Receipts	\$0.00	\$180.00	\$40.00	\$105.00	\$213.00	\$35.00	\$36.66	\$609.66
Fines	\$269.52	\$474.20	\$974.74	\$248.60	\$3,796.96	\$2,062.50	\$4,926.90	\$12,753.42
Misc. Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Receipts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Recovery	\$253.49	\$210.83	\$223.82	\$191.07	\$214.88	\$186.18	\$268.63	\$1,558.90
Interest Income (Checking)	\$0.00	\$0.00	\$1,834.98	\$0.00	\$0.00	\$1,979.20	\$0.00	\$3,814.18
Interest Income (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers In (Savings)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds/Sale of Assets	\$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	\$14,468.26	\$12,924.81	\$17,911.92	\$11,118.79	\$20,614.64	\$13,951.16	\$18,910.61	\$109,900.19
Sewer Service	\$5,178.06	\$4,641.10	\$6,319.04	\$4,390.51	\$7,358.21	\$4,714.46	\$10,123.96	\$42,725.34
Storm Water	\$5,843.48	\$5,311.25	\$6,281.58	\$4,447.33	\$8,088.29	\$5,223.07	\$6,358.99	\$41,473.00
	\$35,001.33	\$24,560.19	\$36,552.93	\$21,602.30	\$42,539.62	\$31,523.47	\$401,876.99	\$593,656.83
Expenses								
General Gov't	\$7,008.61	\$29,134.35	\$32,163.42	\$18,673.72	\$16,019.44	\$13,821.70	\$22,860.65	\$139,681.89
Public Safety	\$1,608.68	\$3,834.50	\$8,647.43	\$26,756.83	\$21,728.15	\$4,223.03	\$5,656.45	\$72,455.07
Public Works	\$4,269.25	\$9,971.45	\$3,231.92	\$3,223.70	\$5,273.64	\$2,606.69	\$2,286.28	\$30,862.93
Sanitation & Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$296.04	\$0.00	\$296.04
Park & Recreation	\$51.00	\$10,759.70	\$1,578.84	\$522.95	\$14,518.50	\$5,583.87	\$10,244.45	\$41,838.31
Hall Expenses	\$1,228.10	\$3,216.25	\$4,681.08	\$6,169.09	\$3,328.38	\$1,743.88	\$5,785.21	\$26,151.99
Debt Service	\$15,333.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,333.75
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	\$242.53	\$0.00	\$0.00	\$242.53
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$3,223.86	\$5,642.22	\$7,730.31	\$5,749.54	\$12,448.98	\$5,690.71	\$9,534.53	\$50,020.15
Sewer	\$2,834.93	\$3,757.65	\$5,484.87	\$7,768.67	\$8,574.36	\$5,847.95	\$5,466.18	\$39,734.61
Storm Water	\$27.50	\$0.00	\$0.00	\$0.00	\$1,713.60	\$0.00	\$0.00	\$1,741.10
Total Expenses	\$35,585.68	\$66,316.12	\$62,096.87	\$68,864.50	\$83,847.58	\$39,813.87	\$61,833.75	\$418,358.37
Other Expenses (DEBT)								
Wells/WTP Bonds	\$0.00	\$1,357.20	\$0.00	\$0.00	\$0.00	\$0.00	\$58,357.20	\$59,714.40
Water Imp. Bonds (2011)	\$4,160.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,160.16
Water Tower Project	\$0.00	\$6,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,320.00	\$63,640.00
Sewer Imp. Bonds (2011)	\$0.00	\$553.19	\$0.00	\$0.00	\$0.00	\$0.00	\$16,553.19	\$17,106.38
Storm Water Imp. Bonds (2011)	\$62,402.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,402.34
Total Other Expenses	\$66,562.50	\$8,230.39	\$0.00	\$0.00	\$0.00	\$0.00	\$132,230.39	\$207,023.28
Checking Balance	\$1,523,650.80	\$1,473,664.48	\$1,448,120.54	\$1,400,858.34	\$1,359,550.38	\$1,351,259.98	\$1,559,072.83	\$1,559,072.83
Net Income (Loss)	(\$67,146.85)	(\$49,986.32)	(\$25,543.94)	(\$47,262.20)	(\$41,307.96)	(\$8,290.40)	\$207,812.85	(\$31,724.82)

2024 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, 2024, and extending through December 31, 2024.

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 \$590.80 is to be paid by the City of Hamburg to the Carver County Attorney's Office in four equal installments by April 15, 2024, July 15, 2024, October 15, 2024 and January 15, 2025.

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, 2024.

12. Merger and Modification.

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

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

Space Intentionally Left Blank

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

CITY OF HAMBURG

IN PRESENCE OF:

BY: _____
Mayor

City Clerk

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Date organized Tax exempt number

Address City State Zip Code

Name of person making application Business phone Home phone

Date(s) of event Type of organization Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

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

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
West Bend Mutual Insurance 1 million, DPS 2 million aggregate

APPROVAL

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

<input type="text"/>	<input type="text"/>
City or County approving the license	Date Approved
<input type="text"/>	<input type="text"/>
Fee Amount	Permit Date
<input type="text"/>	<input type="text"/>
Date Fee Paid	City or County E-mail Address
<input type="text"/>	<input type="text"/>
<input type="text"/>	City or County Phone Number

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

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

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



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
Hamburg Lions	1982	

Address	City	State	Zip Code
	Hamburg	MN	55339

Name of person making application	Business phone	Home phone
Robert J Gregonis		952.367.7089

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
11.25.23	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Chris Lund	Hamburg	MN	55339

Organization officer's name	City	State	Zip Code
Robert Gregonis	Hamburg	MN	55339

Organization officer's name	City	State	Zip Code
		MN	

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

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 West Bend Mutual Insurance 1 million, DPS 2 million aggregate

APPROVAL

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

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

Signature City Clerk or County Official _____ Please Print Name of City Clerk or County Official _____

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

City of Hamburg MN
Accounts Receivable Past Due Report

At Least 1 Day Past Due

As Of September 12, 2023

<u>By Amount Due Range</u>			<u>By Past Due Range</u>		
<u>Customers</u>	<u>Past Due</u>	<u>Amount</u>	<u>Customers</u>	<u>Past Due</u>	<u>Amount</u>
7	\$000.00 - \$100	290.61	12	1 to 30	1,002.74
6	\$100.01 - \$200	847.74	3	over 30	731.14
4	\$200.01 - \$400	1,215.98	3	over 60	1,055.36
1	\$400.01 - \$600	434.91	0	over 90	0.00
<u>2</u>	over 120 days	<u>1,891.32</u>	<u>2</u>	over 120	<u>1,891.32</u>
20	Total	4,680.56	20	Total	4,680.56

<u>Customer #</u>	<u>Past Due</u>	<u>By Customer #</u>				
		<u>1 to 30</u>	<u>over 30</u>	<u>over 60</u>	<u>over 90</u>	<u>over 120</u>
10-02480-01	78.33	78.33	0.00	0.00	0.00	0.00
10-06180-00	112.62	112.62	0.00	0.00	0.00	0.00
10-06190-01	157.55	157.55	0.00	0.00	0.00	0.00
10-07625-00	155.88	155.88	0.00	0.00	0.00	0.00
10-09321-00	28.08	28.08	0.00	0.00	0.00	0.00
10-09451-00	1,842.92	0.00	0.00	0.00	0.00	1,842.92
10-09470-00	307.02	154.22	152.80	0.00	0.00	0.00
10-10150-00	89.32	89.32	0.00	0.00	0.00	0.00
10-11683-00	17.22	17.22	0.00	0.00	0.00	0.00
10-11745-00	48.40	0.00	0.00	0.00	0.00	48.40
10-11745-000	76.01	76.01	0.00	0.00	0.00	0.00
10-11881-00	135.61	98.31	37.30	0.00	0.00	0.00
10-11911-00	152.76	152.76	0.00	0.00	0.00	0.00
10-11921-01	133.32	133.32	0.00	0.00	0.00	0.00
10-12430-00	434.91	136.07	141.94	156.90	0.00	0.00
10-14410-00	267.02	81.00	87.28	98.74	0.00	0.00
10-14481-00	288.51	241.06	47.45	0.00	0.00	0.00
10-15821-00	0.72	0.72	0.00	0.00	0.00	0.00
10-17613-00	353.43	159.21	156.83	37.39	0.00	0.00
10-17615-00	0.93	0.93	0.00	0.00	0.00	0.00
	4,680.56	1,872.61	623.60	293.03	0.00	1,891.32

**CITY OF HAMBURG, MINNESOTA
RESOLUTION NUMBER 2023-08**

**RESOLUTION AUTHORIZING OFF-PREMISES LIQUOR SERVICE
AT COMMUNITY FESTIVAL ON SEPTEMBER 23, 2023**

WHEREAS, Minnesota Statutes, section 340A.404, subdivision 4(b), authorizes a City Council to authorize a liquor license holder to serve liquor at an off-premises location at a community festival;

WHEREAS, the Zummerfest Festival, being held on September 23, 2023, is an important attraction for the community and takes place within the City of Hamburg;

WHEREAS, Know It All's Bar and Grill has an active retail intoxicating on-sale liquor license issued by the City of Hamburg;

WHEREAS, Know It All's Bar and Grill desires to dispense liquor outside of its licensed premises during the Zummerfest Festival; and

WHEREAS, Know It All's Bar and Grill has provided the City of Hamburg with proof of liability insurance in compliance with Minnesota Statutes, section 340A.409;

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

1. The Zummerfest Festival being held on September 23, 2023, is a community festival.
2. Know It All's Bar and Grill is hereby authorized to dispense liquor off premises during the Zummerfest Festival on September 23, 2023, in accordance with Minnesota Statutes, section 340A.404, subdivision 4(b).
3. Know It All's Bar and Grill may only dispense liquor in the designated areas of the Zummerfest Festival. The designated areas are exclusively Bicentennial Park (614 Park Avenue) and the fenced-in area of Railroad Street immediately adjacent to Know It All's Bar and Grill. All liquor must be consumed in the designated areas.
4. Know It All's Bar and Grill is responsible for ensuring no persons under the age of 21 obtain or consume alcohol at the Zummerfest Festival.



I CERTIFY THAT the above resolution (Resolution 2023-08) was adopted by the City Council of Hamburg, Carver County, Minnesota this 12th day of September, 2023.

Chris Lund, Mayor

ATTEST:

Jeremy Gruenhagen, City Clerk/Treasurer



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



RISK MANAGEMENT INFORMATION
LMCIT LIABILITY COVERAGE OPTIONS
Liability Limits, Coverage Limits, and Waivers

LMCIT gives cities several options for structuring their liability coverage. The city can choose either to waive or not to waive the monetary limits the statutes provide; and the city can select from among several liability coverage limits. This memo discusses these options and identifies some issues to consider in deciding which of the options best meets the city's needs.

What are the statutory limits on municipal tort liability?

The statutes limit a city's tort liability to a maximum of \$500,000 per claimant and \$1,500,000 per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both.

What are the coverage limits for LMCIT's basic primary liability coverage?

For coverage written or renewed on or after November 15, 2014, LMCIT's liability coverage will provide a limit of \$2,000,000 per occurrence. Besides the overall coverage limit of \$2,000,000 per occurrence, there are also annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims), for certain specific risks. Aggregate limits apply to the following:

Products	\$3,000,000 annually
Failure to supply utilities	\$3,000,000 annually
Data security breaches	\$3,000,000 annually
EMF	\$3,000,000 annually
Limited pollution*	\$3,000,000 annually
Mold	\$3,000,000 annually
Employers liability (work comp)	\$1,500,000 annually
Land use/special risk litigation**	\$1,000,000 annually
Activities in outside organizations	\$100,000 annually

* Includes sudden and accidental releases of pollutants; herbicide and pesticide application; sewer ruptures, overflows and backups; and lead and asbestos claims. Dredging or excavation claims are subject to a \$250,000 sublimit. These limits apply to both damages and defense costs.

** Coverage is provided on a sliding scale percentage basis, which is based on participation in LMCIT's online land use training. Coverage applies to both damages and litigation costs.

Why does LMCIT provide higher coverage limits than the statutory limit?

The reason is to give member cities better protection. The statutory liability limit caps the city's liability for many types of claims. But some liability claims, which are listed in the next section, aren't covered by the statutory limit, so the city's potential liability is unlimited. The higher limit also protects against a major incident in which many people might be injured. The \$2,000,000 per occurrence coverage limit gives the city better protection for these types of claims, and makes it less likely the city could end up with liability exceeding its coverage limit.

Another reason to provide higher limits is because it's increasingly more common to see contracts require more than the statutory limit of \$1,500,000; a more common figure is a \$2,000,000 limit. LMCIT's higher limits will now meet this requirement, but if even higher limits are required, there is the option to carry LMCIT's excess coverage to meet the additional requirements. LMCIT can also issue an endorsement to increase the city's coverage limit only for claims relating to a particular contract.

If the statute limits our liability and LMCIT is already providing higher limits than required, why purchase even more limits?

There are four good reasons why cities should strongly consider carrying LMCIT's excess coverage, which provides higher limits of liability coverage. Excess coverage is available in \$1,000,000 increments, up to a maximum of \$5,000,000.

1. The statutory tort limits either do not or may not apply to several types of claims

The following are the types of claims the statutory limits do not apply to. LMCIT's higher limit of \$2,000,000 will definitely provide better protection against these types of claims, but there could be cases where even that limit might not be enough.

- *Claims under federal civil rights laws.* These include Section 1983, the Americans with Disabilities Act, etc.
- *Claims for tort liability that the city has assumed by contract.* This occurs when a city agrees in a contract to defend and indemnify a private party.
- *Claims for actions in another state.* This might occur in border cities that have mutual aid agreements with adjoining states, or when a city official attends a national conference or goes to Washington to lobby, etc.
- *Claims based on liquor sales.* This mostly affects cities with municipal liquor stores, but it could also arise in connection with beer sales at a fire relief association fund-raiser, for example.
- *Claims based on a "taking" theory.* Suits challenging land use regulations frequently include an "inverse condemnation" claim, alleging that the regulation amounts to a "taking" of the property.

2. LMCIT's primary liability coverage has annual limits on coverage for a few specific risks

The table on page 1 lists the liability risks to which aggregate coverage limits apply. If the city has a loss or claim in one of these areas, there might not be enough limits remaining to cover the city's full exposure if there is a second loss of the same sort during the year.

Excess liability coverage gives the city additional protection against this risk as well.

There are, though, a couple important restrictions on how the excess coverage applies to risks that are subject to aggregate limits:

- The excess coverage does not apply to the following types of risks:
 - Failure to supply utilities.
 - Mold.
 - “Limited pollution” claims if either the pollutant release or the damage is below ground or in a body of water.
 - Auto no-fault claims.
 - Uninsured/underinsured motorist claims.
 - Workers’ compensation, disability, or unemployment claims.
 - Claims under the medical payments coverage.
- The excess coverage does not automatically apply to liquor liability unless the city specifically requests it.

3. The city may be required by contract to carry higher coverage limits

LMCIT’s limit of \$2,000,000 will meet most contract requirements, but if even higher limits are required, LMCIT’s excess coverage is an option. LMCIT can also issue an endorsement to increase the city’s coverage limit only for claims relating to a particular contract.

4. There may be more than one political subdivision covered under the city’s coverage

An HRA, EDA, or port authority is itself a separate political subdivision. If the city EDA, for example, is named as a covered party on the city’s coverage and a claim were made that involved both the city and the EDA, theoretically the claimant might be able to recover up to \$1,500,000 from both the city and the EDA, since there are two political subdivisions involved. Excess coverage is one way to provide enough coverage limits to address this situation. Another solution is for the HRA, EDA, or port authority to carry separate liability coverage in its own name.

This issue of multiple covered parties can also arise if the city has agreed by contract to name another entity as a covered party, or to defend and indemnify another entity.

Who needs excess liability coverage?

If anything, excess liability coverage is even more important to a small city rather than to a large city. If a city ends up with more liability than it has coverage, the city will have to either draw on existing funds or go to its taxpayers to pay that judgment. A large city faced with, say, \$1,000,000 of liability over and above what its LMCIT coverage pays might be able to spread that cost over several thousand taxpayers. The small city by contrast might be dividing that same \$1,000,000 among only a couple hundred taxpayers. \$1,000,000 divided among 5,000 taxpayers is \$200 apiece – annoying but probably at least manageable for most taxpayers. \$1,000,000 divided among 200 taxpayers is \$5,000 apiece – enough to be a real problem for many.

What’s the effect of waiving the “per claimant” statutory liability limit?

For cities that choose to waive the statutory limits, the city is choosing to waive the protection of the statutory limits, up to the amount of coverage the city has. Someone with a claim against a

city that has waived the statutory limits would be able to recover up to \$2,000,000 (of course the individual would have to prove to the court or jury that he or she really does have that amount of damages), rather than the statutory limit of \$500,000 per claimant. Because the waiver increases the exposure, the premium is roughly 3% higher for coverage under the waiver option.

For cities that choose not to waive the statutory limits, the city's liability is limited by the statute to no more than \$500,000 per claimant and \$1,500,000 per occurrence. LMCIT's higher coverage limits would only come into play on those types of claims that aren't covered by the statutory liability limit.

Why would the city choose to pay more for the waiver-option coverage?

The statutory liability limit only comes into play in a case where:

- The city is in fact liable.
- The injured party's actual proven damages are greater than the statutory limit.

Very literally, applying the statutory liability limit means an injured party won't be fully compensated for his or her actual, proven damages that were caused by city negligence. Some cities, as a matter of public policy, may want to have more assets available to compensate their citizens for injuries caused by the city's negligence. Waiving the statutory liability limits is a way to do that.

Other cities may feel that the appropriate policy is to minimize the expenditure of the taxpayers' funds by taking full advantage of every protection the legislature has decided to provide. There's no right or wrong answer on this point. It's a discretionary question of city policy that each city council needs to decide for itself.

What's the effect of waiving the statutory limits if the city has excess coverage?

If the city has \$1,000,000 of excess coverage and chooses to waive the statutory tort limits, the claimants (whether it's one claimant or several) could then potentially recover up to \$3,000,000 in damages in a single occurrence. If the city carries higher excess coverage limits, the potential maximum recovery per occurrence is correspondingly higher.

Carrying excess coverage under the waiver option is a way to address an issue that some cities find troubling: the case where many people are injured in a single occurrence caused by city negligence. Suppose, for example, that a city vehicle negligently runs into a school bus full of children, causing multiple serious injuries. \$1,500,000 divided 50 ways may not go far toward compensating for those injuries. Excess coverage under the waiver option makes more funds available to compensate the victims in that kind of situation.

The cost of the excess liability coverage is about 25% greater if the city waives the statutory tort limits. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort limits increases both the per-claimant exposure and the per-occurrence exposure.

Is there an increase in risk if the city waives the statutory tort liability limits?

There is no increase in risk for the city to end up with liability if LMCIT doesn't cover it. The waiver form specifically says the city is waiving the statutory tort liability limits only to the extent of the city's coverage.

Of course, that's not to say there is no risk the city's liability could exceed its coverage limits. Listed earlier in this memo are a number of ways that could happen to any city, but the waiver doesn't increase that risk.

Can the city waive the statutory tort limits for the primary coverage but not for the excess coverage?

No. If the city decides to waive the statutory tort limits, that waiver applies to the full extent of the coverage limits the city has. The city cannot partially waive the statutory limits.

Is there a simple way to summarize the options?

It's not necessarily simple, but the table on the following page is a shorthand summary of what the effect would be of the various coverage structure options in different circumstances.

Your League Resource
Call the Underwriting
Department at 651.281.1200
or 800.925.1122 with any
questions.

LMCIT Liability Coverage Options

Coverage structure If the city:	On a liability claim to which the statutory limits apply		On a liability claim to which the statutory limits do not apply
	This is the maximum amount a single claimant could recover on an occurrence.	This is the maximum total amount that all claimants could recover on a single occurrence.	This is the maximum amount of damages which LMCIT would pay on the city's behalf for a single occurrence, regardless of the number of claimants.
Does not have excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$2,000,000
Does not have excess coverage & Waives the statutory limits	\$2,000,000	\$2,000,000	\$2,000,000
Has \$1,000,000 of excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$3,000,000
Has \$1,000,000 of excess coverage & Waives the statutory limits	\$3,000,000	\$3,000,000	\$3,000,000



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could 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 could 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.

LMCIT Member Name: _____

Check one:

- The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.
The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____