



**HAMBURG CITY COUNCIL AGENDA  
DECEMBER 13, 2016**

1. **Call Public Hearing to Order at 6:45 PM**
2. **Move to Close Public Hearing**
3. **Call City Council Meeting to Order**
  - **Pledge of Allegiance**
4. **Public Comment** *(Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)*
5. **Agenda Review (Added Items) and Adoption**
6. **Consent Agenda** *(NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)*
  - **Approve Cigarette License for Parkside Tavern (2017)**
  - **Approve Temporary On-Sale Liquor Licenses for Lions Club (January 21, 2017, January 28, 2017 & February 4, 2017)**
  - **Approve MN Lawful Gambling Permit for Hamburg Baseball Club**
    - **52 Club Raffle**
  - **Approve MN Lawful Gambling Permit for Green Isle CPA Banquet**
    - **January 28, 2017**
  - **Approve Daktronics Extended Service Agreement (2017)**
  - **Approve Resolution 2016-07 (Highway 212 Improvements)**
  - **Cash Flow Statement for August 2016**
  - **Delinquent Utility Bills Report**
  - **Mediacom Rate Adjustments**
  - **City Offices Closed December 23<sup>rd</sup> & 26<sup>th</sup> & January 2<sup>nd</sup>, 2017**
7. **Fire Department Report**
  - **Approve New HFD Member Matt Jaus**
  - **HFD Officers for 2017**
  - **HFD Office Bids**
8. **Justin Black – S.E.H.**
  - **Industrial Park Concept Layouts (Rough Draft)**
  - **Water Tower Replacement (Grants)**
  - **I/I Abatement Program**



**HAMBURG CITY COUNCIL AGENDA  
DECEMBER 13, 2016**

9. **2017 Final Tax Levy and Final Budget (Set & Adopt)**
  - Public Comments on 2017 Final Budget & Tax Levy
    - Adopt/Approve 2017 Final Tax Levy Certification to Carver County
    - Adopt/Approve 2017 Final Budget
    - Approve Resolution Number 2016-08 (2017 Budget/Final Tax Levy)
10. **City Fee Schedule for 2017**
  - 2017 City Fee Schedule Rates
    - Water/Sewer/Storm Water Rates for 2017
  - Adopt City Ordinance Number 153
11. **Old City Business**
  - Richard & Shelia Malz
    - Approve Joint Resolution Number 2016-09 for Orderly Annexation
12. **Public Works & Utilities Department Report**
  - Water/Wastewater Services
13. **City Clerk/Treasurer Report**
  - Erna Panning's 100<sup>th</sup> Birthday
14. **Approve November 2016 Added Claims (\$5,268.98)**  
**Approve Payment of December 2016 Claims (\$)**
15. **City Council Reports**
  - Councilmember Richard Odoms (Water/Sewer)
  - Councilmember Bob Gregonis (Streets)
  - Councilmember Chris Lund (Parks)
  - Councilmember Steve Trebesch (Buildings)
  - Mayor Richard Malz
16. **Adjourn City Council Meeting**



***HAMBURG CITY COUNCIL AGENDA  
DECEMBER 13, 2016***

**COMMUNITY HALL & PARK ACTIVITIES**

**DECEMBER**

- 2 – Wm. Mueller & Sons**
- 3 – Lunch with Santa**
- 31 – Wedding Reception**

**JANUARY**

- 15 – Hamburg Lions Pancake Breakfast**
- 21 – Pheasants Forever**
- 28 – Green Isle CPA Banquet**

**COMMUNITY CENTER (FIRE HALL) ACTIVITIES**

**DECEMBER**

- 2 – Hamburg Lions Christmas Party**
- 5 – Hamburg Fire Department Training**
- 8 – Young America Township Meeting**
- 10 – Community Center Rental**
- 13 – Public Hearing 6:45 PM (Ordinance Number 153)**
- 13 – Hamburg City Council Meeting – 7:00 PM**
- 15 – Carver County Chiefs Meeting**
- 18 – Community Center Rental**
- 19 – Hamburg Lions Club**
- 20 – HFD Training**
- 23 – Christmas Eve Holiday (City Offices Closed)**
- 25 – Community Center Rental**
- 26 – Christmas Day Holiday (City Offices Closed)**
- 26 – Hamburg Fire Dept. (Relief Association) Meeting**

**CITY OF HAMBURG  
NOTICE OF PUBLIC HEARING  
ORDINANCE NUMBER 153**

Notice is Hereby Given that the Hamburg City Council will hold a Public Hearing on Tuesday, December 13<sup>th</sup>, 2016 at 6:45 p.m. at the Hamburg Community Center at 181 Broadway Ave., Hamburg, MN.

The reason for the Public Hearing is to receive comments on Ordinance Number 153 for establishing City Fees for the 2017 Calendar Year. City Council Meeting to follow Public Hearing.

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

Jeremy Gruenhagen  
City Clerk-Treasurer



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

**ORDINANCE NUMBER 153  
CITY OF HAMBURG  
COUNTY OF CARVER  
STATE OF MINNESOTA**

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

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

**SECTION ONE: CODE ESTABLISHED FEES.**

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

**SECTION TWO: SUMMARY OF EXISTING FEES AND FINES.**

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

**SECTION THREE: POLICY FOR FEE AND FINE SCHEDULE.**

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

**SECTION FOUR: FEES AND FINES NOT COVERED HERE.**

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

**SECTION FIVE: AMENDMENT.**

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

**SECTION SIX: EFFECTIVE DATE.**

This ordinance adopting the Code of Ordinances, and the Code of Ordinances itself, shall take effect upon publication of this ordinance in the city's official newspaper. Passed and adopted by the City Council of the City of Hamburg this 13<sup>th</sup> day of December, 2016.

**The 2017 City Fee Schedule (Exhibit A), stated herein, for the City of Hamburg is not being published but is available upon request. You can request a copy by calling City Offices at (952) 467-3232.**

\_\_\_\_\_  
RICHARD MALZ, MAYOR

ATTEST: \_\_\_\_\_  
JEREMY GRUENHAGEN, CLERK-TREASURER

**CITY OF HAMBURG**  
**City Fee Schedule for 2017**  
**Schedule A**

Mayor  
 Acting Mayor  
 Council Member  
 Council Member  
 Council Member  
 Official Newspaper - Publications  
 Bank & Depository - Utility Billing Collection Site  
 Building Inspector  
 Emergency Manager  
 City Engineer

Richard Malz  
 Steven Trebesch  
 Chris Lund  
 Robert Gregonis  
 Richard Odoms  
 NYA Times  
 State Bank of Hamburg  
 MNSPECT  
 Brad Droege  
 Justin Black

**Community Hall Rates**

Hall Upstairs - 9:00 AM Access (Day Before Rental if not Rented)	Non-Resident Rate	\$650.00	
Hall Reservation 2 Days Before Rental Date (4:00 PM Access)	Non-Resident Rate	\$750.00	
Hall Reservation 2 Days Before Rental Date (9:00 AM Access)	Non-Resident Rate	\$850.00	
Hall Upstairs - 9:00 AM Access (Day Before Rental if not Rented)	City Resident/Auction Rate	\$600.00	
Hall Reservation 2 Days Before Rental Date (4:00 PM Access)	City Resident	\$700.00	
Hall Reservation 2 Days Before Rental Date (9:00 AM Access)	City Resident	\$800.00	
Hall Rental Fee (Upstairs) for Local Businesses (9:00 AM Access)		\$325.00	
Hall Rental Fee (Upstairs) for Fundraisers/Clubs		?	
Hall Basement One Day Rental Fee		\$200.00	
Hall Damage Deposit		\$400.00	
Down Payments on Hall Rental		\$150.00	
Damage Deposit for Renting Tables (Wooden Tables Only)		\$10/Table	
Damage Deposit for Chairs		\$1/Chair	
Pop (Per Pound)		\$0.90	\$0.65 *
Cups (Per Cup)		\$0.05	

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

**Community Center Rates**

Community Center (Fire Hall) Rent	(\$100 Damage Deposit)	\$150.00
Community Center Rental Fee for Local Businesses	(\$100 Damage Deposit)	\$75.00

**Park Shelter Rentals**

Park Shelters & Lions Shelter	(\$100 Damage Deposit)	\$150.00
Park Shelter Rental Fee for Local Businesses	(\$100 Damage Deposit)	\$75.00

**Water, Sewer, & Storm Water Rates**

Water Hauled Out (Load)	Mileage = \$5/Mile	\$20/1,000 gallons
Metered Water (Base Fee)		\$20.92/Month
Metered Water (Per Thousand Gallons)		\$9.82
Water Capital Improvement Fee		\$8/Month
Sanitary Sewer (Base Fee) Per Unit		\$10.95/Month
Sanitary Sewer Metered (Per Thousand Gallons)		\$4.15
Storm Water Monthly Utility Fee	Residential Parcels	\$27.50/Month
Storm Water Monthly Utility Fee	Commercial/Multi-Family Parcels	\$44/Month
Late Fee on Utility Bill		10%
Water Hook Up Fee (WAC)		\$3,500
Sewer Hook Up Fee (SAC)		\$3,500
Water Reconnection Fee		\$100.00
Water/Sewer Permit Fee		\$50.00
Water Meter		Cost of Meter Plus 10%
Garbage		Residents Contract with Waste Management



**CITY OF HAMBURG**  
**City Fee Schedule for 2017**  
**Schedule A**

Mayor  
 Acting Mayor  
 Council Member  
 Council Member  
 Council Member  
 Official Newspaper - Publications  
 Bank & Depository - Utility Billing Collection Site  
 Building Inspector  
 Emergency Manager  
 City Engineer

Richard Malz  
 Steven Trebesch  
 Chris Lund  
 Robert Gregonis  
 Richard Odoms  
 NYA Times  
 State Bank of Hamburg  
 MNSPECT  
 Brad Droege  
 Justin Black

**City Council & Special Rates**

Mayor Salary		\$1,500.00
Council Salary		\$1,000.00
Special Meeting (City Related) - Per Member/Meeting		\$50/Meeting
Planning Commission Wages		\$25/Meeting
Election Judges (City Elections)		\$10/Hr
Public Hearing & Meetings ( Requested by Residents) Held Before Regular City Mtg.		\$300.00
Public Hearing & Special Meetings ( Requested by Residents) Other than Regular Mtg.		\$350.00
Administrative Fee - Certified Letters		\$25.00
Background Check Fee		Cost of Background Check
City Man Power - Hourly Rate		\$35.00
City Man Power (Equipment) - Hourly Rate		\$110.00
Information Research Fee	Public Data Only	\$35/HR plus
Copies/Fax (Page)	Per Page	\$0.25
Copy of City Ordinances		\$50.00
Copy of Comprehensive Plan, Zoning Ordinances, Financial Statement, City Tapes (Videos)		\$30.00
Copy of City SWMP, Sewer and Water Studies		\$30.00
Mileage	2017 IRS Rate	\$0.54/Mile
Returned Check Charge		\$35
Special Assessment Search		\$20
Animal License	Annual	\$10.00 *
Liquor Licenses - On Sale	Annual	\$1,200.00
Liquor Licenses - Off Sale	Annual	\$100.00
Liquor Licenses - Special Sunday	Annual	\$200.00
Tobacco License	Annual	\$100.00
Solicitor/Peddler Permit	Annual	\$25.00

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

**Fire Call Rates**

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

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Conservation Partners of America - Green Isle Chapter Previous Gambling Permit Number: 34265-16-008

Minnesota Tax ID Number, if any: 5887106 Federal Employer ID Number (FEIN), if any: 36-4511392

Mailing Address: 36679 228th Street

City: Green Isle State: MN Zip: 55338 County: Sibley

Name of Chief Executive Officer (CEO): Joel Wentzlaff

Daytime Phone: 507-380-7894 Email: greenislecpa@gmail.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Hamburg Community Hall

Address (do not use P.O. box): 351 Henrietta Ave.

City or Township: Hamburg Zip: 55339 County: Carver

Date(s) of activity (for raffles, indicate the date of the drawing): January 28, 2017

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$16,000.00)

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



# LG220 Application for Exempt Permit

9/16  
Page 2 of 2

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

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

- \_\_\_ The application is acknowledged with no waiting period.  
\_\_\_ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).  
\_\_\_ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

- \_\_\_ The application is acknowledged with no waiting period.  
\_\_\_ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.  
\_\_\_ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### TOWNSHIP (if required by the county)

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Joel Wentzlatf Date: 11-29-16  
(Signature must be CEO's signature; designee may not sign)

Print Name: Joel Wentzlatf

## REQUIREMENTS

### Complete a separate application for:

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

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

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

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

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

### Questions?

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

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

**EXTENDED SERVICE AGREEMENT**

**DAKTRONICS, INC.** ('Daktronics')  
201 Daktronics Drive  
Brookings, SD 57006  
Phone: (800) 325-8766  
**Daktronics Contact:** Sergey Mazan

*For Internal Use Only*

Bill to Loc #: \_\_\_\_\_  
Bill to Contact: \_\_\_\_\_  
Check #: \_\_\_\_\_

**Purchaser:** City Of Hamburg  
**Address:** 181 Broadway Ave  
**City, State, Zip :** Hamburg, MN 55339-9405  
**Country:** United States  
**Phone:** (952) 467-3232  
**Contact:** Jeremy Gruenhagen **Email:** hamburgcityhall@gmail.com

**Customer ID:** 121086-001

City Of Hamburg ('Purchaser') hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

**Term (Duration) of the Agreement****Commencement Date:** 1 January 2017**Expiration Date:** 31 December 2017

<b>Order No.:</b> E112010-4	<b>Original Job No.:</b> S112010
<b>Description of Services Provided</b>	<b>Price &amp; Payment Terms</b>
See Attachment A PLATINUM PLUS® Services	Due upon Commencement Date \$1,565

**EQUIPMENT LIST**

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
<b>City of Hamburg</b> 614 Park Ave, Hamburg, MN 55339-9436				
	S112010	+AF-3500-32x96-20-A-2V Outdoor Galaxy Display	1	121086-002

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- Any applicable taxes.
- Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to [www.daktronics.com/exclusions](http://www.daktronics.com/exclusions).
- Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

+The indicated equipment will be covered under this Agreement, E112010-4, for one (1) additional year from the current commencement date of 1 January 2017, after which, the indicated equipment may no longer be supported by Daktronics under a service agreement. Service will be billable on a time and materials basis.

- 3.2. Purchaser is responsible for routine maintenance functions.
- 3.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 <http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

Platinum Plus® is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.



## TERMS AND CONDITIONS OF EXTENDED SERVICE

1. **Scope of Extended Service Agreement.** The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. **Contract Documents.** The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. **Commencement Date.** The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. **Conditions Precedent.** Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. **Payment.** Purchaser agrees to pay Daktronics according to the Payment Schedule. Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. **Spare Parts Package.** In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. **Limitations of Coverage.** This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) LED degradation occurring within Daktronics technical specifications (degradation means the LED continues to emit light, but at some lesser level of brightness); (d) paint or refinishing the Equipment or furnishing material for this purpose; (e) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (f) electrical work external to the Equipment; (g) batteries; (h) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; and (i) the security or functionality of End User's network or systems, including anti-virus software updates.
8. **Actions that Void the Service Agreement.** Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
9. **Service Providers.** Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
10. **Access to the Equipment.** The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
11. **Adverse Conditions.** In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.
12. **Cooperation.** Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.
13. **Return Items.** All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.
14. **Shipping.** When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS

**CITY OF HAMBURG, MINNESOTA  
RESOLUTION NUMBER 2016-07**

***A RESOLUTION SUPPORTING A FASTLANE GRANT APPLICATION  
FOR HIGHWAY 212 IMPROVEMENTS***

**WHEREAS**, Highway 212 serves a critical role in connecting the Twin Cities to South Dakota and Beyond and has been designated a High Priority Interregional Corridor in the Twin Cities, while also being placed on the National Highway System;

**WHEREAS**, Carver County, in partnership with the Minnesota Department of Transportation (MnDOT) is seeking FASTLANE funds to expand Highway 212 from a two-lane highway to a four-lane highway between the City Cologne and Carver;

**WHEREAS**, this two-lane gap poses a number of safety, access and mobility issues, while negatively impacting freight movement and economic development initiatives;

**WHEREAS**, to address these issues, Carver County and MnDOT have completed an extensive planning effort to determine innovative ways to expand the two-lane highway to a four-lane highway while reducing cost;

**WHEREAS**, the two-lane gap has been officially mapped and an Environmental Assessment has been approved;

**WHEREAS**, a four-lane highway will remove barriers to efficient freight movement, provide economic development opportunities at key locations, preserve existing infrastructure, and improve the corridor's mobility and safety for all users;

**WHEREAS**, forty-one communities and local chambers of commerce have passed resolutions supporting improvements to Highway 212 to expand the capacity of this highway and the Board of Commissioners of every county along the corridor has passed such a resolution;

**NOW, THEREFORE, BE IT RESOLVED**, that the Hamburg City Council strongly supports this project and Carver County's application for funding under the FASTLANE grant program.

**I CERTIFY THAT** the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 13<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Richard Malz, Mayor

**ATTEST:**

\_\_\_\_\_  
Jeremy Gruenhagen, City Clerk/Treasurer



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



	Beginning Balance 1/1/2016	2016 Budget Income	2016 Budget Expense	Budget Year-End Balance	Total Income Received	Total Expenses	Ending Balance 8/31/2016
<b>General Fund</b>	<b>\$302,458.36</b>	<b>\$653,710.00</b>	<b>\$638,710.00</b>	<b>\$317,458.36</b>	<b>\$314,978.23</b>	<b>\$226,640.18</b>	<b>\$390,796.41</b>
General Gov't			\$258,269.00			\$127,196.53	
Public Safety (Fire Dept.)			\$105,903.00			\$42,436.73	
Public Works (Streets)			\$196,566.00			\$18,070.95	
Sanitation & Recycling			\$3,500.00			\$681.17	
Parks & Recreation			\$41,371.00			\$23,386.38	
Comm. Hall			\$33,101.00			\$14,868.42	
<b>Special Revenue Funds</b>	<b>\$357,236.57</b>	<b>\$72,321.03</b>	<b>\$72,948.00</b>	<b>\$356,609.60</b>	<b>\$487.95</b>	<b>\$0.00</b>	<b>\$357,724.52</b>
City Of Hamburg (Savings)	\$268,867.73	\$51,635.00	\$72,948.00	\$247,554.73	\$335.37	\$0.00	\$269,203.10
Fire Equipment CD	\$88,368.84	\$20,686.03	\$0.00	\$109,054.87	\$152.58	\$0.00	\$88,521.42
<b>Debt Service</b>	<b>\$44,391.33</b>	<b>\$20,169.00</b>	<b>\$25,584.53</b>	<b>\$38,975.80</b>	<b>\$11,059.66</b>	<b>\$15,107.50</b>	<b>\$40,343.49</b>
<b>Capital Project Fund (2015 Street I</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total (Tax Revenue Funds)</b>	<b>\$704,086.26</b>	<b>\$746,200.03</b>	<b>\$737,242.53</b>	<b>\$713,043.76</b>	<b>\$326,525.84</b>	<b>\$241,747.68</b>	<b>\$788,864.42</b>
<b>Enterprise Funds</b>							
Water	\$119,947.90	\$156,421.81	\$157,028.20	\$119,341.51	\$112,736.60	\$113,242.51	\$119,441.99
Sewer	\$323,845.28	\$69,779.04	\$68,695.00	\$324,929.32	\$48,982.56	\$44,373.85	\$328,453.99
Storm Water	\$108,208.59	\$76,944.80	\$74,997.00	\$110,156.39	\$47,653.91	\$74,197.26	\$81,665.24
<b>Total (Enterprise Funds)</b>	<b>\$552,001.77</b>	<b>\$303,145.65</b>	<b>\$300,720.20</b>	<b>\$554,427.22</b>	<b>\$209,373.07</b>	<b>\$231,813.62</b>	<b>\$529,561.22</b>
<b>Totals</b>	<b>\$1,256,088.03</b>	<b>\$1,049,345.68</b>	<b>\$1,037,962.73</b>	<b>\$1,267,470.98</b>	<b>\$535,898.91</b>	<b>\$473,561.30</b>	<b>\$1,318,425.64</b>
<b>Debt Summary</b>							
1992 Streets	\$0.00	\$6,755.02	\$0.00	\$0.00	2012		Unfunded Balance 12/31/2016 (\$6,755.02)
2007 Streets	\$110,000.00	\$16,577.35	\$36,273.79	\$10,000.00	2/1/16 & 8/1/16	2/1/2023	\$47,148.86
2010 HD Rescue Truck Certificate	\$0.00	\$0.00	\$10,377.03	\$0.00	2/1/16 & 8/1/16	11/30/2015	(\$10,377.03)
Water Wells Project	\$96,000.00	\$0.00	\$0.00	\$13,000.00	2/20/16 & 8/20/16	8/20/2022	\$83,000.00
Water Treatment Plant	\$482,000.00	\$0.00	\$0.00	\$49,000.00	2/20/16 & 8/20/16	8/20/2024	\$433,000.00
Sanitary Sewer Improvements	\$201,226.73	\$82,810.23	\$0.00	\$15,000.00	2/20/16 & 8/20/16	8/20/2030	\$103,416.50
Storm Water Improvements	\$995,000.00	\$0.00	\$0.00	\$45,000.00	2/1/16 & 8/1/16	2/1/2032	\$950,000.00
<b>Totals</b>	<b>\$1,884,226.73</b>	<b>\$106,142.60</b>	<b>\$46,650.82</b>	<b>\$132,000.00</b>			<b>\$1,599,433.31</b>

### Cash Flow Actuals

Beg. Balance	January	February	March	April	May	June	July	August	Totals
	\$1,256,088.03	\$1,184,908.55	\$1,179,749.69	\$1,154,149.92	\$1,134,971.75	\$1,139,636.42	\$1,106,895.56	\$1,415,822.31	\$1,318,425.64
Income									
Property Taxes	\$3,380.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$228,236.97	\$0.00	\$231,617.35
Licenses & Permits	\$802.77	\$655.09	\$649.98	\$112.00	\$178.00	\$2,351.00	\$270.85	\$2,894.75	\$7,914.44
Intergov't Receipts (Aids)	\$4,223.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,801.00	\$2,000.00	\$44,024.97
Charges for Services									
Assessment Searches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Comm Ctr Rentals	\$0.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$1,050.00
Township Contribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,100.00	\$0.00	\$20,100.00
Fire Dept. Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	\$0.00	\$250.00
Park Rentals	\$0.00	\$0.00	\$150.00	\$150.00	\$150.00	\$450.00	\$0.00	\$150.00	\$1,050.00
Hall Receipts	\$1,903.80	\$811.20	\$992.40	\$2,004.60	\$0.00	\$2,363.80	\$955.20	\$800.00	\$9,831.00
Fines	\$60.00	\$123.33	\$0.00	\$274.97	\$399.96	\$0.00	\$0.00	\$0.00	\$858.26
Misc. Receipts	\$395.12	\$91.18	\$26.50	\$139.30	\$64.75	\$783.36	\$857.25	\$924.75	\$3,282.21
Other Receipts									
Insurance Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (Savings)	\$0.00	\$0.00	\$244.39	\$0.00	\$0.00	\$243.56	\$0.00	\$0.00	\$487.95
Transfers In	\$0.00	\$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	\$0.00
Debt Proceeds	\$0.00	\$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	\$9,507.80	\$2,834.86	\$12,342.66
Water Service	\$14,514.90	\$12,439.42	\$11,612.13	\$11,928.68	\$17,998.10	\$14,090.77	\$14,663.25	\$15,489.35	\$112,736.60
Sewer Service	\$6,329.44	\$4,987.18	\$4,420.06	\$4,921.25	\$6,682.29	\$5,183.72	\$4,899.99	\$5,275.63	\$42,699.56
Storm Water	\$6,634.69	\$5,646.53	\$5,453.69	\$5,259.64	\$7,261.70	\$5,771.13	\$5,733.59	\$5,892.94	\$47,653.91
	\$38,245.07	\$24,753.93	\$24,299.15	\$24,790.44	\$32,734.80	\$31,487.34	\$323,025.90	\$36,562.28	\$535,898.91
Expenses									
General Gov't	\$9,703.60	\$14,137.93	\$27,495.14	\$17,114.95	\$14,668.99	\$14,685.37	\$5,457.48	\$23,933.07	\$127,196.53
Public Safety	\$5,165.14	\$4,386.01	\$8,814.97	\$5,404.80	\$3,814.51	\$10,740.62	\$1,010.37	\$3,100.31	\$42,436.73
Public Works	\$3,273.10	\$1,283.28	\$1,658.41	\$4,985.18	\$289.79	\$2,057.91	\$941.69	\$3,581.59	\$18,070.95
Sanitation & Recycling	\$0.00	\$0.00	\$0.00	\$181.69	\$205.31	\$0.00	\$1.36	\$292.81	\$681.17
Park & Recreation	\$100.15	\$23.30	\$3,428.22	\$5,211.81	\$2,165.93	\$4,224.24	\$1,881.38	\$6,351.35	\$23,386.38
Hall Expenses	\$1,102.53	\$3,197.51	\$2,176.74	\$1,701.08	\$834.71	\$2,913.28	\$841.34	\$2,101.23	\$14,868.42
Debt Service	\$12,882.50	\$0.00	\$0.00	\$0.00	\$0.00	\$2,225.00	\$0.00	\$0.00	\$15,107.50
Capital Project Funds	\$0.00	\$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	\$0.00
Transfer to Savings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water	\$2,946.33	\$4,342.87	\$3,904.19	\$4,887.37	\$3,730.92	\$4,533.75	\$2,220.74	\$6,060.65	\$32,626.82
Sewer	\$3,572.65	\$2,541.89	\$2,421.25	\$4,481.73	\$2,359.97	\$6,304.28	\$1,744.79	\$3,478.19	\$26,904.



Theresa Sunde  
Senior Manager, Government Relations

*Via Certified Mail*

December 2, 2016

Dear Hamburg Community Official:

The purpose of this letter is to inform you that, on or about January 3, 2016, Mediacom will be implementing the following rate adjustments:<sup>1</sup>

Product:	New Rate:	Net Change:
Local Broadcast Station Surcharge	\$8.09	\$1.62
Regional Sports Surcharge	\$3.73	\$0.76
Family TV	\$74.95	\$2.00

The decision to make price adjustments is always a difficult one. We are very reluctant to raise video prices because, when we do, we lose subscribers. However, cable and satellite companies are constantly being pressured by the programmers we buy from to pay more for the channels we carry.

The fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC are by far our fastest growing programming cost component. A recently issued Federal Communications Commission pricing survey revealed that the monthly per subscriber fee per broadcast station rose 43% between 2013 and 2014. All told, the fees charged by broadcasters, according to SNL Kagan, grew from \$800 million to \$7.7 billion annually or 863% between 2009 and 2016.

The problems with sports programming are equally as alarming. One look at the skyrocketing rights fees announced with recent deals and it is easy to see that the marketplace for live televised sports is out of control. Broadcast networks and national and regional sports networks are shelling out billions of dollars for the rights to carry pro sports like the NFL, NBA, MLB and NHL, the Olympic Games, World Cup and NCAA football and basketball games. Unrestrained spending has become the hallmark of the sports programming business, and the American consumer, whether a sports fan or not, is left to pay the price.

---

<sup>1</sup> Depending on the terms of their contract, certain customers on promotional rates may or may not receive this rate change at this time.

In an effort to bring more transparency to the unjustified fee increases being taken by the owners of broadcast and sports television channels, Mediacom previously introduced a Local Broadcast Surcharge and a Regional Sports Surcharge. By identifying the cumulative fee increases being taken by these channel owners, we hope to draw the attention of consumers and their elected representatives to this rapidly escalating problem.

Despite the challenges we face, Mediacom has continued to aggressively invest in the communities we serve. As part of a 3-year, \$1 billion capital investment plan announced early this year, Mediacom has been aggressively installing the newest generation of broadband technology throughout its entire internet service territory. By year end, virtually all of the 3 million homes and businesses within the 1,500 communities that Mediacom serves across its 22 state footprint will be upgraded to the latest DOCSIS 3.1 "Gigasphere" platform. In doing so, Mediacom will be first major cable company in the United States to fully transition to the DOCSIS 3.1 network infrastructure.

As part of these network upgrades, Mediacom will be making major speed and/or data allowance enhancements to many of our most popular internet services tiers.<sup>2</sup> The below table summarizes the changes to our internet service tiers:

Current Speed (Up/Down)	Current Retail Price	Current Data Allowance	New Speed (Up/Down)	New Retail Price	New Data Allowance
3Mbps/512kbps	\$29.95	150GB	60Mbps/5Mbps	\$34.99	150GB
15Mbps/1Mbps	\$49.95	250GB	60Mbps/5Mbps	\$54.99	250GB
50Mbps/5Mbps	\$59.95	350GB	60Mbps/5Mbps	\$69.99	400GB
100Mbps/10Mbps	\$79.95	999GB	100Mbps/10Mbps	\$79.99	1000GB
150Mbps/20Mbps	\$99.99	2000GB	200Mbps/20Mbps	\$99.99	2000GB

In addition, Mediacom will be announcing the availability of our new Gigasphere powered 1-Gig service tier in your market in 2017. More details to follow.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at (507) 837-4878 or email at [tsunde@mediacomcc.com](mailto:tsunde@mediacomcc.com)

Sincerely,

Theresa Sunde 

---

<sup>2</sup> Moving forward, Mediacom will be moving all its 3 Mbps/512kbps, 15Mbps/3Mbps and 50Mbps/5Mbps internet service customers to a service speed of 60Mbps/5Mbps. The distinguishing feature between these service levels moving forward will be a data allowance of 150GB, 250GB or 400GB. The entry level internet service tier offered to new customers moving forward will be 60Mbps/5Mbps and include a 400GB data allowance.





DRAWN BY: <u>DJS</u>		FILE NO. <u>HAMBURG 139213</u>	
DESIGNED BY: <u>DJS</u>		CONCEPT #1 <u>ROADS</u>	
CHECKED BY: <u>DESIGN TEAM</u>		HAMBURG, MINNESOTA <u>INDUSTRIAL PARK</u>	
NO. BY: <u>DATE</u>		10/20/16	
REVISIONS		 PHONE: 507.388.1899 FAX: 507.388.1898 1200 UNIVERSITY AVENUE, SUITE 200 MINNEAPOLIS, MN 55407-1787 WWW.SEH-INC.COM	





**Municipal Boundary Adjustments Docket No. \_\_\_\_\_**

**CITY OF HAMBURG  
RESOLUTION NO. \_\_\_\_\_**

**YOUNG AMERICA TOWNSHIP RESOLUTION \_\_\_\_\_**

**JOINT RESOLUTION OF THE CITY OF HAMBURG AND YOUNG AMERICA TOWNSHIP AS TO THE  
ORDERLY ANNEXATION OF PROPERTY**

**WHEREAS**, the City of Hamburg (the "City") and Young America Township (the "Township") desire to enter into this Joint Resolution as to the Orderly Annexation of Property (the "Joint Resolution") to provide for the orderly development and extension of services to an area of the Township that is or is about to become urban or suburban in character; and

**WHEREAS**, the City and the Township wish to encourage development and the extension of municipal services to property in an orderly manner; and

**WHEREAS**, the City and the Township are in agreement as to the procedure and process for the orderly annexation of certain lands described herein for the purpose of orderly, planned growth; and

**WHEREAS**, it is in the best interest of the City, the Township and their respective residents to agree to orderly annexation in furtherance of orderly growth and the protection of the public health, safety, and general welfare; and

**WHEREAS**, the parties hereto desire to set forth the terms and conditions of such orderly annexation by means of this Joint Resolution;

**NOW, THEREFORE**, be it resolved by the City Council of the City of Hamburg, Carver County, Minnesota, and the Board of Supervisors of Young America Township, Carver County, Minnesota:

1. **Description of Property to be Annexed.** The area subject to this Joint Resolution is legally described on attached **Exhibit A** and depicted with cross-hatching on attached **Exhibit B** (the "Property").
2. **Annexation Designation.** The City and the Township hereby designate the Property for orderly annexation pursuant to Minnesota Statutes §414.0325.
3. **Municipal Boundary Adjustments - Jurisdiction.** Upon approval of this Joint Resolution by the City and the Township, this Joint Resolution shall confer jurisdiction upon the Office of Administrative Hearings, Municipal Boundary Adjustments, or its successor ("MBA") so as to accomplish said orderly annexation in accordance with the terms of this Joint Resolution.
4. **No Alteration of Boundaries.** The City and the Township agree that the Property is in need of orderly annexation and that no alteration of the stated boundaries as described in this Joint Resolution is appropriate.
5. **Annexation.** The City and the Township agree that: 1) the City is hereby authorized to initiate annexation of the Property, in its discretion, by filing this Joint Resolution with the MBA; 2) the Township will not object to nor oppose the such annexation; 3) no hearing is required; 4) the conditions of annexation shall be governed by this Joint Resolution and no further consideration by the director is necessary; and 5) the director may review and comment, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Property into the City of Hamburg in accordance with the terms of this Joint Resolution.
6. **Delinquent Taxes, Charges, and Assessments.** The City shall remit to the Township upon receipt by the City all delinquent taxes, charges, and assessments collected from the Property if such taxes, charges, or assessments were originally payable while the Property remained in the Township. Additionally, when the Property no longer qualifies for special tax treatment through Green Acres or other applicable programs such as Ag Preserves, CRP, This Old House, and taxes that were deferred under one of

these programs are paid to the City, the City shall remit to the Township the amount which was deferred during the time the Property was in the Township.

7. **Levied Assessments.** The City does not assume by this annexation any liability or responsibility for the payment of any obligations issued to finance public improvements constructed by the Township or for which the Township levied special assessments. If the Property is paying special assessments levied by the Township, the City shall collect such assessment and return them to the Township within 30 days of receipt by the City.
8. **Minnesota Statutes §414.036 Reimbursement.** Pursuant to Minnesota Statutes §414.036, the Township and City agree to reimbursement from the City to the Township in the amount of \$ 25.00 for all future lost real property taxes on the Property being annexed by the City. Said reimbursement shall be made by the City to the Township in one equal annual installment of \$ 25.00 each in 2017.
9. **Other Reimbursements.** Other than the reimbursements and payments outlined in Sections 6 and 7 of this Joint Resolution, no other reimbursements or taxes shall be owed to the Township from the City.
10. **Authorization.** The appropriate officers of the City and Township are hereby authorized to carry the terms of this Joint Resolution into effect.
11. **Severability.** If any section of this Joint Resolution is held by a court of competent jurisdiction to be unconstitutional or void, the remaining provisions will remain in full force and effect. In the event of litigation, neither the City nor the Township will seek to have any provision of this Joint Resolution declared null and void. If a court issues an order declaring a portion of this Joint Resolution unconstitutional or void, the parties mutually agree to request that the court reform this Joint Resolution for the purpose of effecting the original intent of this Joint Resolution.
12. **Costs Associated with the Orderly Annexation Agreement.** Each party shall pay its own costs incurred in the negotiation, development and implementation of this Joint Resolution.
13. **Venue.** The venue for all actions concerning this Joint Resolution shall be Carver County, Minnesota.
14. **Dispute Resolution.** The parties agree to mediate any disputes concerning the interpretation of this Joint Resolution prior to initiating an action in District Court.

15. **Entire Agreement.** With respect to the Property the terms, covenants, conditions, and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties.
16. **Notice.** Any notices required under the provisions of this Joint Resolution shall be in writing and deemed sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, to the City Administrator or to the Township Clerk at their official addresses.
17. **Legal Description and Mapping.** The City and Township agree that in the event there are errors, omissions or any other problems with the legal description provided in **Exhibit A** or mapping provided in **Exhibit B**, in the judgment of the Office of Administrative Hearings/Municipal Boundary Adjustments, the City and Township agree to make such corrections and file any additional documentation, including new exhibits making the corrections requested or required by the Office of Administrative Hearings/Municipal Boundary Adjustments as necessary to make effective the annexation of the Property in accordance with the terms of this Joint Resolution.
18. **Effective Date.** This Joint Resolution shall be effective upon its adoption by the respective governing bodies of the City and the Township, as provided by law.

APPROVED BY THE TOWNSHIP OF YOUNG AMERICA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk



APPROVED BY THE CITY COUNCIL OF THE CITY OF HAMBURG THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Mayor

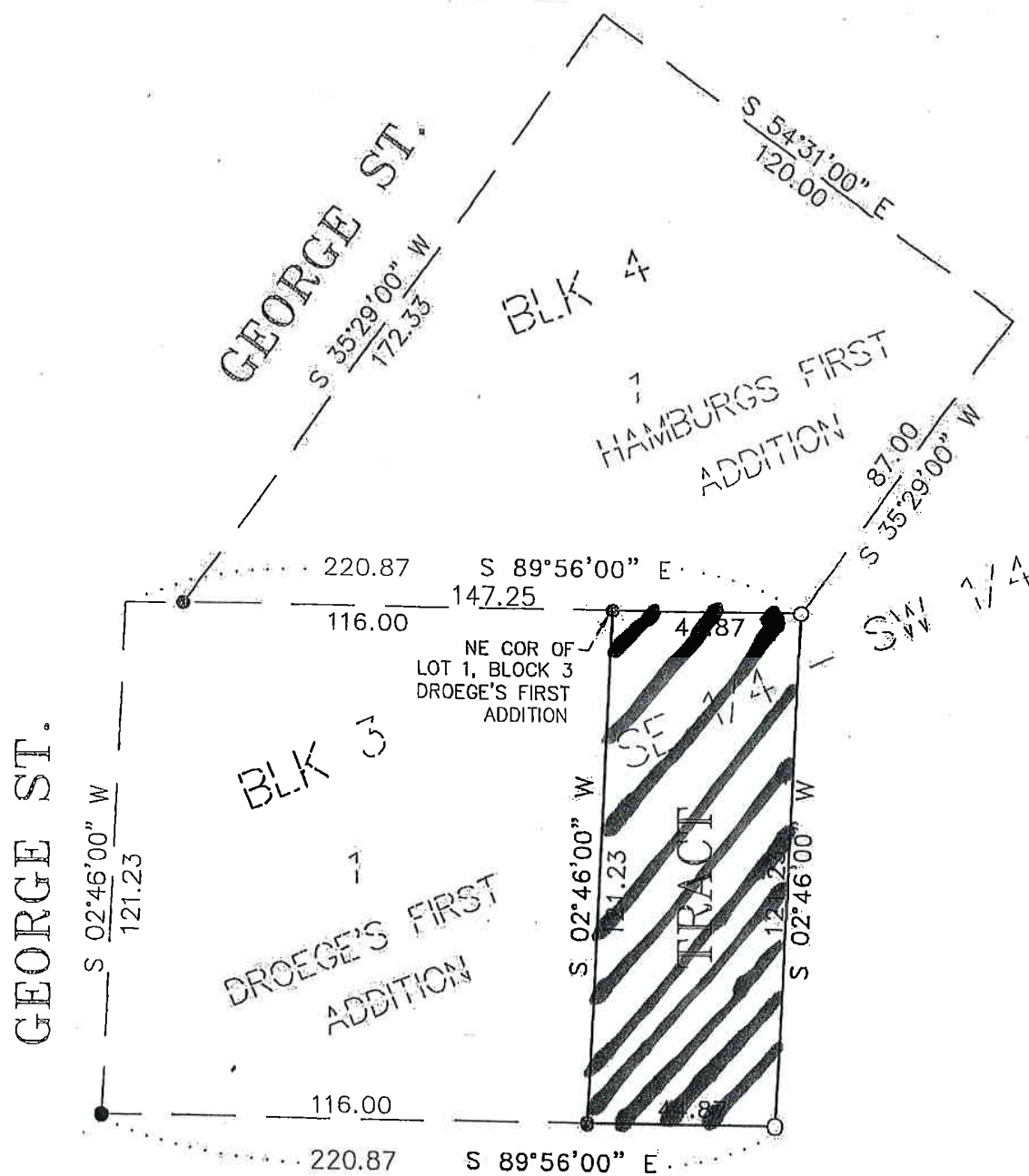
ATTEST:

By: \_\_\_\_\_  
City Clerk

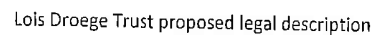
[https://mhslaw.sharepoint.com/sites/clients/8001/34402/draftdocs/young america joint annexation resolution 2016.docx](https://mhslaw.sharepoint.com/sites/clients/8001/34402/draftdocs/young%20america%20joint%20annexation%20resolution%202016.docx)

## EXHIBIT A

Part of the Southeast Quarter of the Southwest Quarter of Section 28, Township 115, Range 26, City of Hamburg, Carver County, Minnesota, described as follows: Beginning at the northeast corner of Lot 1 of Block 3 of the plat of DROEGE'S FIRST ADDITION, said plat being of record and on file at the Carver County Recorder's Office, Carver County, Minnesota; thence South 02 degrees 46 minutes 00 seconds West along the East line of said Lot 121.23 feet to the southeast corner of said Lot 1; thence South 89 degrees 56 minutes 00 seconds East 44.87 feet; thence North 02 degrees 46 minutes 00 seconds East 121.23 feet to the southeasterly corner of Lot 1 of Block 4 of the plat of HAMBURGS FIRST ADDITION, said plat being of record and on file at the Carver County Recorder's Office, Carver County, Minnesota; thence North 89 degrees 56 minutes 00 seconds West along the South line of said Lot 1 a distance of 44.87 feet to the point of beginning. This tract is subject to any and all easements of record.

**EXHIBIT B**

§



Part of the Southeast Quarter of the Southwest Quarter of Section 28, Township 115, Range 26, City of Hamburg, Carver County, Minnesota, described as follows: Beginning at the northeast corner of Lot 1 of Block 3 of the plat of DROEGE'S FIRST ADDITION, said plat being of record and on file at the Carver County Recorder's Office, Carver County, Minnesota; thence South 02 degrees 46 minutes 00 seconds West along the East line of said Lot 121.23 feet to the southeast corner of said Lot 1; thence South 89 degrees 56 minutes 00 seconds East 44.87 feet; thence North 02 degrees 46 minutes 00 seconds East 121.23 feet to the southeasterly corner of Lot 1 of Block 4 of the plat of HAMBURG'S FIRST ADDITION, said plat being of record and on file at the Carver County Recorder's Office, Carver County, Minnesota; thence North 89 degrees 56 minutes 00 seconds West along the South line of said Lot 1 a distance of 44.87 feet to the point of beginning. This tract is subject to any and all easements of record.

Avery Grochow, LS

FILE NO. 1624



Lois Droege Trust proposed legal description

Part of the Southeast Quarter of the Southwest Quarter of Section 28, Township 115, Range 26, City of Hamburg, Carver County, Minnesota, described as follows: Beginning at the northeast corner of Lot 1 of Block 3 of the plat of DROEGE'S FIRST ADDITION, said plat being of record and on file at the Carver County Recorder's Office, Carver County, Minnesota; thence South 02 degrees 46 minutes 00 seconds West along the East line of said Lot 121.23 feet to the southeast corner of said Lot 1; thence South 89 degrees 56 minutes 00 seconds East 44.87 feet; thence North 02 degrees 46 minutes 00 seconds East 121.23 feet to the southeasterly corner of Lot 1 of Block 4 of the plat of HAMBURGS FIRST ADDITION, said plat being of record and on file at the Carver County Recorder's Office, Carver County, Minnesota; thence North 89 degrees 56 minutes 00 seconds West along the South line of said Lot 1 a distance of 44.87 feet to the point of beginning. This tract is subject to any and all easements of record.



**CITY OF HAMBURG, MINNESOTA  
RESOLUTION NUMBER 2016-07**

***RESOLUTION APPROVING 2017 BUDGET AND 2017 FINAL TAX LEVY***

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

**WHEREAS**, The Hamburg City Council and City staff have done analysis of the demands for goods, services and other debt obligations to be provided for the City in 2017 and approved its Final Budget for 2017 on December 13, 2016; and

**NOW THEREFORE, BE IT RESOLVED**, BY THE CITY COUNCIL OF HAMBURG, MINNESOTA, The Hamburg City Council adopted its final tax levy, collectible in 2017, which was set at \$            on December 13, 2016; and

**NOW THEREFORE, BE IT RESOLVED**, The Clerk-Treasurer will certify said tax levy to the County Auditor of Carver County and will submit a completed form TNT-2017 to the MN Department of Revenue by December 31, 2016.

**I CERTIFY THAT** the above resolution was adopted by the City Council of Hamburg, Carver County, Minnesota this 13<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Richard Malz, Mayor

***ATTEST:***

\_\_\_\_\_  
Jeremy Gruenhagen, City Clerk/Treasurer



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

# **CERTIFICATE OF RECOGNITION**

**THIS CERTIFICATE IS AWARDED TO:**

**ERNA PANNING**

**IN RECOGNITION OF YOUR 100<sup>TH</sup> BIRTHDAY!  
CONGRATULATIONS ON BECOMING A CENTENARIAN  
AND WE WISH THE VERY BEST ON THIS MOMENTOUS OCCASION.**

**THE CITY OF HAMBURG HEREBY DECLARES DECEMBER 8, 2016  
TO BE ERNA PANNING DAY.**

**CITY OF HAMBURG, COUNTY OF CARVER  
STATE OF MINNESOTA**

---

*Jeremy Gruenhagen, City Clerk/Treasurer*

*(City Seal)*

### 2015 November Claims List

CHECK #	VENDOR	FUND	CLAIM DESCRIPTION	AMOUNT	APPROVED
ACH	EFTPS	Divided	Fed, Social Security, MC - October	\$2,622.90	11/15/2016
ACH	MN Dept. of Revenue	Divided	October 2015 Withholding Tax Payment	\$444.00	11/15/2016
ACH	PERA	Divided	PERA Withholding - October	\$360.67	11/15/2016
ACH	PERA	Divided	PERA Withholding - October	\$700.32	11/22/2016
ACH	PERA	Divided	PERA Withholding - November	\$380.29	11/22/2016
ACH	PERA	Divided	PERA Withholding - November	\$717.32	12/13/2016 (+17)
ACH	PERA	Divided	PERA Withholding - November	\$407.32	12/13/2016
ACH	HealthPartners	Divided	Health Insurance for December 2016	\$2,724.89	12/13/2016
18190	Greg Schultz	Divided	Wages 10/24/16 to 11/06/16	\$1,427.37	11/15/2016
18191	Tamara Bracht	Divided	Wages 10/24/16 to 11/06/16	\$519.37	11/15/2016
18192	Ancom Communications Inc	Public Safety (FD)	Pager Repairs	\$356.00	11/15/2016
18193	Bertelson One Source	Divided	Papertowels and Bath Tissue	\$231.20	11/15/2016
18194	Carver County Attorney's	General Gov't	2016 Fines Collected - 1/2 Due to Attorney's Office	\$197.97	11/15/2016
18195	Carver County	Divided	2nd Half of 2016 Police Contract, Phone & Internet f	\$7,733.66	11/15/2016
18196	CenturyLink	Divided	Phone Service (10-18-16 to 11-17-16)	\$151.33	11/15/2016
18197	Customized Fire Resue Training	Public Safety (FD)	Chimney Fire Classroom Training (3 Hours)	\$450.00	11/15/2016
18198	Dept. of Employment	General Gov't	Unemployment Benefit for Chris Lund	\$28.93	11/15/2016
18199	Floyd Security SRSI	Sewer	Base Alarm Monitoring for WWTP (12-3-16 to 3-2-16)	\$86.85	11/15/2016
18200	G & K Services	Divided	Cleaning Supplies	\$68.24	11/15/2016
18201	Gopher State One Call	Divided	October Locates (2)	\$2.70	11/15/2016
18202	Greg Schultz	General Gov't Bldgs	Reimbursement for 3 Stump Removals at BaseBall	\$98.98	11/15/2016
18203	Hamburg Fire Dept. Relief	Public Safety (FD)	State Fire Aid	\$16,009.07	11/15/2016
18204	Hamburg Post Office	Divided	Postage for November Utility Bills & 1 Roll for Office	\$149.00	11/15/2016
18205	HDSupply Waterworks	Divided	Handheld Water Meter Reader & Annual Support	\$7,975.72	11/15/2016
18206	Jared Mackenthun	Public Safety (FD)	Fire Chief Convention Lodging, Food and Mileage R	\$407.71	11/15/2016
18207	Jeremy Gruenhagen	Divided	Office Printers, Hall Tables, Mileage (385)	\$3,833.63	11/15/2016
18208	Justin Buckentin	Public Safety (FD)	Fire Chief Convention Lodging & Food Reimburse	\$357.55	11/15/2016
18209	League of MN Cities	General Gov't	Membership Dues for Year Beginning Sept. 1, 2016	\$653.00	11/15/2016
18210	Locher Bros.	Hall	20# CO2 Tank	\$50.00	11/15/2016
18211	Melchert-Hubert-Sjodin, PLLP	General Gov't	Correspondence Received and Sent 9-19 to 9-29, 10	\$652.50	11/15/2016
18212	Menards	Divided	Vacuum Cleaner, Garbage Bags, Cleaning Supplie	\$447.34	11/15/2016
18213	Minnesota Pipe & Equipment	Water	Curb Box Riser, 6" Hymax Coupling & Freight	\$657.72	11/15/2016
18214	MN BCA	Public Safety (FD)	Background Check	\$15.00	11/15/2016
18215	MN Rural Water Assoc.	Divided	2016 Membership Dues (Dec. 2016-Dec. 2017)	\$250.00	11/15/2016
18216	MNSPECT	Public Safety (FD)	Residential Inspect./Permit Fee's: 662 & 755 Park, 2	\$329.46	11/15/2016
18217	MVTL Labs, Inc.	Sewer	Lab Fees for Final Pond Discharge (10-12-16)	\$273.75	11/15/2016
18218	Plunkett's Pest Control	General Gov't Bldgs	Hall, City Office and FD Inspections & Service: Oct.	\$133.77	11/15/2016
18219	Runnings Supply	General Gov't Bldgs	2 Extension Cords, Terminal Splicers and Ring	\$60.55	11/15/2016
18220	S.E.H. Inc.	Public Works (Streets)	2015 Street Project Mill and Overlay	\$1,482.36	11/15/2016
18221	Safety & Security Consult.	Public Safety (FD)	On-Scene Fire Investigation Training 9/24/16 Chris I	\$125.00	11/15/2016
18222	Scott's Service Company	General Gov't Bldgs	Pump Receptacle, Lights for Shop	\$1,271.94	11/15/2016
18223	Steven Buckentin	Public Safety (FD)	Fire Chief Convention Food Reimbursement	\$17.47	11/15/2016
18224	USA Blue Book	Water	Supplies & Parts for Water Testing	\$207.08	11/15/2016
18225	Viking Bottle Co.	Hall	Pop for Upstairs 10/21/16	\$250.00	11/15/2016
18226	W.W.O.T.A.	Divided	Water/Wastewater Training & Assistance for October	\$1,080.00	11/15/2016
18227	Waste Management	Sanitation & Recycling	Compost Roll off (Oct. 17 & 25, 2016)	\$615.93	11/15/2016
18228	Wigfield Design	Public Safety (FD)	Accountability Tags (8)	\$48.00	11/15/2016
18229	Wm. Mueller & Sons	Divided	Gas for City Vehicles & Baseball Park, Dirt to fill in t	\$177.53	11/15/2016
18230	Xcel Energy	Divided	Electricity and Natural Gas (8-30-16 to 9-29-16)	\$2,179.72	11/15/2016
18231-33	Voided	Voided	Voided Printing Error	Voided	11/22/2016
18234	Greg Schultz	Divided	Adapter for water hose, Phone minutes	\$18.58	11/22/2016
18235	Kohl's Sweeping Service	Public Works (Streets)	Swept Leaves off Road	\$850.00	11/22/2016
18236	League of MN Cities	General Gov't	2016 Metro Meeting (3)	\$135.00	11/22/2016
18237	MN Department of Health	Water	4th Qtr Comm. Water Supply Service Connect. Fee	\$333.00	11/22/2016
18238	MVTL Labs, Inc.	Sewer	Lab Fees for Final Pond Discharge (11-11-16)	\$79.25	11/22/2016
18239	S.E.H. Inc.	Public Works (Streets)	2015 Street Project Mill and Overlay	\$392.00	11/22/2016
18240	Xcel Energy	Divided	Electricity and Natural Gas (9-29-16 to 10-30-16)	\$1,276.79	11/22/2016
18241	Tamara Bracht	Divided	Re-issued Paycheck - Wages 4/25/16 to 5/8/19	\$377.12	11/22/2016
18242	Jeremy Gruenhagen	Divided	November Wages (Rounds)	\$3,579.40	11/22/2016
18243	Joan Stuewe	General Gov't	Election Judge (17 Hours)	\$170.00	11/22/2016
18244	Delmer Droeger	General Gov't	Election Judge (17 Hours)	\$170.00	11/22/2016
18245	Diane Hoffman	General Gov't	Election Judge (15 1/2 Hours - 47 Miles)	\$180.38	11/22/2016
18246	Anna May Oelfke	General Gov't	Election Judge (20 1/2 Hours - 124 Miles)	\$271.96	11/22/2016
18247	Norman Thoele	General Gov't	Election Judge (15 1/2 Hours)	\$155.00	11/22/2016
18248	Greg Schultz	Divided	Wages 11/7/16 to 11/20/16	\$1,617.58	12/13/2016
18249	Tamara Bracht	Divided	Wages 11/7/16 to 11/20/16	\$502.19	12/13/2016
			<b>Total November Claims</b>	<b>\$69,529.36</b>	<b>\$9,651.41</b>
					<b>\$5,268.98</b>