

HAMBURG CITY COUNCIL AGENDA AUGUST 28, 2018

- 1. Call City Council Meeting to Order
 - Pledge of Allegiance
- 2. Public Comment (Individuals may address the City Council about any non-agenda item(s) of concern. Speakers must state their name, address, and limit their remarks to three minutes. The City Council may not take official action on these items and may refer the matter to staff for a future report or direct that the matter be scheduled for a future meeting agenda.)
- 3. Agenda Review (Added Items) and Adoption
- **4.** Consent Agenda (NOTICE TO PUBLIC: All those items listed as part of the Consent Agenda will be approved by a single motion, unless a request to discuss one of those items is made prior to that time. Anyone present at the meeting may request an item to be removed from the consent agenda. Please inform the Council when they approve the agenda for this meeting.)
 - Approve Liability Coverage Waiver Form (LMCIT)
- 5. Old City Business
 - Community Hall Steps
 - Statewide Health Improvement Partnership (SHIP) Funding
 - o October 31, 2018 Deadline
- 6. New City Business
 - Adopt City Ordinance Number 159 (Jaguar Cable Franchise)
 - 2019 Draft Policing Contract
 - 2019 Proposed Budget
 - o 2019 Budget Workshop Dates
- 7. City Council Reports
 - Councilmember Jason Buckentin
 - Councilmember Tim Tracy
 - Councilmember Steve Trebesch
 - Councilmember Scott Feltmann
 - Mayor Chris Lund
- 8. Adjourn City Council Meeting



HAMBURG CITY COUNCIL AGENDA AUGUST 28, 2018

COMMUNITY HALL & PARK ACTIVITIES

AUGUST 4 – Park Rental

18 - Park Rental

20 - Hamburg Lions Club (Park)

SEPTEMBER 15 – Wedding Reception

COMMUNITY CENTER (FIRE HALL) ACTIVITIES

AUGUST 5 – Hamburg Lions Board Meeting

5 - HFD Training

8 – Hamburg Lions Club

9 – Jaguar Communications Open House 14 – Primary Election 7:00 AM to 8:00 PM

20 - Hamburg Lions Club

21 - Hamburg City Council Meeting @ 7:00 PM

27 - Hamburg Fire Dept. (Relief Association) Meeting

28 - Hamburg City Council Meeting @ 7:00 PM

SEPTEMBER 3 – Hamburg Lions Board Meeting

3 - HFD Training

3 - Labor Day (City Offices Closed)

11 - Hamburg City Council Meeting @ 7:00 PM

11 – Young America Township Meeting 13 – Sibley County Chiefs Association 17 – Hamburg Lions Club Meeting

24 - Hamburg Fire Dept. (Relief Association) Meeting

25 - Hamburg City Council Meeting

26 – Hamburg Lions Convention Committee 27 – Hamburg Fire Department Training

30 - Community Center Rental



CONNECTING & INNOVATING SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

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

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

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

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

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

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

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

HOLLINGIT	Member Name
Check	one:
X	The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes Section 466.04.
	The member WAIVES the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.
Date of	city council/governing body meeting 8-28-2018
Signatu	re from Tuertagen Position City Clerk-Treas.

CITY OF HAMBURG ORDINANCE NUMBER 159

FRANCHISE AGREEMENT WITH JAGUAR COMMUNICATIONS FOR CABLE SYSTEM

OFFICIAL SUMMARY

August 28, 2018

The following is the official Summary of Ordinance Number 159 pertaining to a Franchise Agreement with Jaguar Communications to provide cable service to the City of Hamburg.

The Ordinance:

- 1. Grants a franchise to Jaguar Communications to construct, operate, and maintain a cable system in the City of Hamburg.
- 2. Sets forth conditions accompanying the grant of the franchise.
- 3. Provides for regulation and use of the system and the public rights of way.
- 4. Prescribes penalties for the violation of the provisions of the ordinance.

A PRINTED COPY OF THIS ENTIRE ORDINANCE IS AVAILABLE FOR INSPECTION AND REVIEW BY ANY PERSON AT THE OFFICE OF THE CLERK OF THE CITY OF HAMBURG AT THE HAMBURG CITY HALL, 181 BROADWAY AVENUE HAMBURG, MINNESOTA 55339

This ordinance shall be in effect from and after its passage and publication according to law. Passed and adopted by the City Council of the City of Hamburg this 28th day of August, 2018.

	CITY OF HAMBURG:	
	Chris Lund, Mayor	
Attest: Jeremy Gruenhagen, Clerk-Treasurer		
(City Seal)		

Published in the NYA Times on September 6, 2018.

CITY OF HAMBURG, CARVER COUNTY, MINNESOTA CABLE FRANCHISE ORDINANCE ORDINANCE NUMBER 159

AN ORDINANCE APPROVING FRANCHISE AGREEMENT WITH JAGUAR COMMUNICATIONS FOR CABLE SYSTEM

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

CABLE FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Hamburg, hereinafter referred to as "the Franchising Authority", and Jaguar Communications, Inc., a corporation duly organized and validly existing under the laws of the State of Minnesota, hereinafter referred to as "the Grantee."

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1 Definition of Terms

- 1.1 <u>Terms</u>. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:
- A. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. "Cable Act" means Title VI of the Cable Act of 1934, as amended.
- C. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- D. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F. "Franchising Authority" means the City of Hamburg.
- G. "Grantee" means Jaguar Communications, Inc., or the lawful successor, transferee, or assignee thereof.
- H. "Gross Revenues" means revenues derived from the operation of the Cable System received by Grantee from Subscribers for Basic Cable Services in the Service Area. Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- L. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- M. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2 Grant of Franchise

- **Qualifications Reviewed.** The Franchising Authority considered and approved the Grantee's technical ability, financial condition and legal qualifications in a full public proceeding that afforded reasonable notice and a reasonable opportunity to be heard.
- **2.2** <u>Compliance with Minnesota Statutes</u>. This Franchise shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended.
- Nonexclusive Franchise. This Franchise shall be nonexclusive. Grantee is authorized to 2.3 construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes. The Franchising Authority may grant additional franchises consistent with Minnesota Statutes Section 238.08, subdivision 1(b), as amended, and 47 U.S.C. § 541, as amended. The Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises or other authorizations including Open Video System authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations.
- Conformance with State and Federal Laws and Rules. The Franchising Authority and Grantee shall conform to state laws and rules regarding cable communications no later than one (1) year after they become effective, unless otherwise stated. The Franchising Authority and Grantee shall conform to federal laws and regulations regarding cable services as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.

SECTION 3 Construction and Operation of Cable System

- 3.1 <u>Compliance with Code</u>. Wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable local law. The Grantee must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the streets and public places of the franchise area or endanger the life or property of any person.
- 3.2 Construction of Cable System. The Grantee shall install a Cable System, the technical standards of which shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations found at 47 U.S.C. §§ 76.601 – 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Grantee shall begin construction within 240 days of the effective date of this Franchise. Construction of the Cable System must proceed at a rate of not less than 50 plant miles constructed per year of the Franchise term until the Franchising Authority, as it exists at the time this Franchise is granted, is overbuilt with energized cable. This Franchise is granted for the corporate boundaries of the Franchising Authority, as it exists from time to time. In the event of annexation by the Franchising Authority, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas, upon written notice from the Franchising Authority that annexation has occurred.
- 3.3 <u>Permits</u>. Pursuant to applicable local law, the Grantee shall obtain a permit from the proper municipal authority before commencing construction on its cable communications system, including the opening or disturbance of a street, sidewalk, driveway, or public place. In the event Grantee fails to meet the conditions of such a permit, the Franchising Authority may seek remedies under this Franchise Agreement.
- **Restoration of Public Ways**. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.
- 3.5 <u>Procedure for Relocation or Removal for the Franchising Authority</u>. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of

traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

- **3.6** Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
- 3.7 No Relief from Liability. Nothing contained in the Franchise shall be construed to relieve a person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.
- **Trimming of Trees and Shrubbery**. The Grantee shall have the authority to trim any trees upon and overhanging the Public Ways of the Franchising Authority so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.
- **3.9** <u>Safety Requirements</u>. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.
- **3.10** <u>Underground Construction</u>. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.
- **3.11** Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

- 3.12 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.
- 3.13 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.12 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.
- Cable Service to Public Buildings. The Grantee, upon request, shall provide without 3.14 charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.
- **3.15 Emergency Alert**. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority

will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

- **3.16** Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.
- **Abandonment.** The Grantee may not abandon its cable communications system or a portion of it without having given three months prior written notice to the Franchising Authority. The Grantee may not abandon its cable communications system or a portion of it without compensating the Franchising Authority for damages resulting to it from the abandonment.
- 3.18 <u>Compliance with FCC Technical Standards</u>. The Grantee shall comply with the technical standards for Cable Systems provided in 47 C.F.R. §§ 76.601-76.617, which regulations are incorporated herein by reference as if fully set forth herein. The results of tests required by the FCC must be filed within ten (10) days of the conduct of the tests with the Franchising Authority. The Franchising Authority shall pay for the cost of any special testing requested by the Franchising Authority to determine if the Cable System is in compliance with these technical standards, unless such testing demonstrates non-compliance in which case Grantee shall pay.
- **3.19 Public Inspection.** The Grantee shall provide to the City and shall make available for public inspection: (1) the length and terms of residential subscriber contracts; (2) the current subscriber charges; and (3) the procedure by which subscriber charges are established.
- **3.20** Subscriber Privacy. No signals of class IV cable communications channel may be transmitted from a subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the subscriber. The request for permission must be contained in a separate document with a prominent statement that the subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the subscriber. No penalty may be invoked for a subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.
- A. No information or data obtained by monitoring transmission of a signal from a subscriber terminal, including but not limited to lists of the names and addresses of the subscribers or lists that identify the viewing habits of subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the subscriber who is the subject of that information, unless the company has received specific written

authorization from the subscriber to make the data available or unless said information is ordered by a court or subpoenaed;

- B. Written permission from the subscriber must not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to clause A;
- C. For purposes of this provision, a "class IV cable communications channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the communications system.
- **3.21** Complaint Resolution Procedure. Grantee shall comply with the customer service standards promulgated by the FCC under 47 C.F.R. § 76.309.
- **3.22** Receipt of Complaints. Grantee shall provide a toll-free or collect telephone number for the reception of complaints to all subscribers and shall maintain a repair service cable of responding to subscriber complaints or requests for service within 24 hours after receipt of the complaint or request.
- 3.23 Access Channels. The Grantee shall provide to each of its subscribers who receive Cable Service offered on the system, reception on at least one specially designated access channel. Grantee shall establish rules for the administration of the specially designated access channel, unless such channel is administered by a municipality. Grantee shall make readily available for public use at least the minimal equipment necessary for the production of programming and playback of prerecorded programs for the access channel.
- **Regional Channel 6.** The VHF Channel 6 is designated for uniform regional channel usage as required in Minnesota Statutes § 238.43.

SECTION 4 Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of three percent (3%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within 30 days. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

- B. The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority.
- **Audit.** The Franchising Authority shall have the right to audit the Grantee's accounting and financial records required to calculate the Franchising Authority's franchise fees upon reasonable notice; provided, however, that any such inspection shall take place within three (3) years from the date the Franchising Authority receives the payment, after which period any such payment shall be considered final. The Grantee shall file annual reports with the Franchising Authority detailing gross subscriber revenues and other information the Franchising Authority deems appropriate.
- **Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

4.3 Renewal of Franchise.

- A. Any subsequent renewal term of the Franchise shall be limited to not more than 15 years each. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the renewal provisions of federal law.
- B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.
- C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.
- D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.
- **Conditions of Sale**. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of the Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Franchise Transfer. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. If the Franchise is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System, subject to a 60 first right of refusal.

SECTION 5 Books and Records

The Grantee agrees that the Franchising Authority, upon reasonable written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential to the extent that such information qualifies for protection from public disclosure under Minnesota law and only to disclose such information to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of the Cable Act.

<u>SECTION 6</u> Insurance and Indemnification

Authority, its officers, boards, commissions, councils, elected officials, agents and employees (collectively the "Indemnitees") from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System in the Service Area provided that the Franchising Authority shall give Grantee written notice of its obligation to indemnify the Franchising Authority within a reasonable time of receipt of a claim or action pursuant to this subsection.

Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting solely from the willful misconduct or negligence of the Franchising Authority, its officers, agents or employees.

- 6.2 **Insurance.** As a part of the indemnification provided in Section 6.1, but without limiting the foregoing, Grantee shall file with its acceptance, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of the Franchising Authority, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured the Franchising Authority, its officers, agents and employees. The policies of insurance shall be in the sum of not less than Five Hundred Thousand Dollars (\$500,000) for personal injury or death of any one Person, and One Million, Five Hundred Thousand Dollars (\$1,500,000) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000) for property damage to any one Person and One Million, Five Hundred Thousand Dollars (\$1,500,000) for property damage resulting from any one act or occurrence. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days advance written notice have been provided to the Franchising Authority.
- 6.3 <u>Security</u>. The Grantee at the time the Franchise becomes effective and thereafter during periods of substantial construction within the Franchising Authority, shall furnish a performance bond, certificate of deposit, or other type of instrument approved by the Franchising Authority in the amount of \$50,000 for damages resulting from the Grantee's nonperformance.

SECTION 7 Enforcement and Termination of Franchise

7.1 <u>Franchise Termination</u>. The Franchising Authority has the right to terminate and cancel the Franchise and the rights and privileges of the Franchise if the Grantee substantially violates a

provision of the franchise ordinance or agreement, attempts to evade the provisions of the franchise ordinance or agreement, or practices fraud or deceit upon the Franchising Authority. The Franchising Authority shall provide the Grantee with a written notice of the cause for termination and its intention to terminate the Franchise and shall allow the Grantee a minimum of 30 days after service of the notice in which to correct the violation. The Grantee must be provided with an opportunity to be heard at a public hearing before the governing body of the Franchising Authority before the termination of the Franchise.

- 7.2 The Grantee's Right to Cure or Respond. The Grantee shall have sixty (60) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the sixty (60) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.
- **Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within sixty (60) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least thirty (30) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.
- **7.4 Enforcement**. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:
- A. Commence an action at law for monetary damages or seek other equitable relief; or
- B. Revoke the Franchise in accordance with subsection 7.5.
- **7.5 Revocation**. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its decision to revoke the Franchise. The notice shall set forth the exact nature of the material default of the Franchise.

The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the written notice from the Franchising Authority revoking the Franchise.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

Removal of Facilities. Upon termination or forfeiture of the Franchise, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the franchise area if the Franchising Authority so requests. In the event the Grantee fails to remove its cable, wires, and appliances from the streets, alleys, and other public places within the franchise area, the Grantee will be subject to the procedures of applicable local law.

SECTION 8 Miscellaneous Provisions

- **8.1** Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- **Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.
- **8.3** Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.
- **8.4 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with

receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Hamburg Attn: City Clerk 181 Broadway Ave. Hamburg, MN 55339

The notices or responses to the Grantee shall be addressed as follows:

Jaguar Communications, Inc. Attn: Legal Department 213 South Oak Avenue Owatonna, MN 55060

With a copy to: Jaguar Communications, Inc.

Attn: Chief Technical Officer

213 South Oak Avenue Owatonna, MN 55060

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

- **8.5 Franchise Administration.** The City Clerk or such other person as may be from time to time designated by the Franchising Authority shall be responsible for the continuing administration of this Franchise.
- **8.6** Costs in Awarding Franchise. At the time of acceptance of this Franchise, Grantee shall reimburse the Franchising Authority for all reasonable costs and fees incurred in processing and awarding this franchise up to a maximum of One Thousand Dollars and no/cents (\$1,000.00). The Grantee may treat such reimbursement as a franchise fee to the extent permitted by applicable law.
- **8.7 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
- **8.8** Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

	ive Date. The Effective Date of this Franchise is October 1, of fifteen (15) years from such Effective Date and shall expire on
Considered and approved this 28 th da	ay of August, 2018.
	City of Hamburg:
	Signature:
	Printed Name:
	Title:
	Signature:
	Printed Name:
	Title:
	Jaguar Communications, Inc.
	Signature:
	Printed Name:
	Title:

CONTRACT FOR POLICE SERVICES Hamburg

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

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

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

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

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

LIABILITY

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

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

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

ARTICLE VI

- 1. <u>TERM</u>. The term of this contract shall be January 1, 2019 to December 31, 2019. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
- 2. RATE. As contained in this contract.

3. NOTICE.

- 3.1 If the County does not desire to enter into a contract for police service for 2020, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
- 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
- 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
- 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
- 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us

Office: 952-361-1207 Cell: 952-457-7302

City of Hamburg Jeremy Gruenhagen, City Clerk 181 Broadway Ave Hamburg, Mn. 55339

Phone: 952-467-3232

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ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

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

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

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

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

PERSONNEL COST

Liaison Corpora	l .05 (2080 FTE)	\$5,160
Deputy	.05 (2080 FTE)	\$5,160
CSO – 130 hour	S	\$5,006

VEHICLE COST

Patrol Vehicle – .05 \$1,028

- 2. <u>PAYMENT</u>. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$8,177 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$8,177 to be paid on or before November 30 of the current contract year.
- 3. <u>MINNESOTA STATE POLICE AID</u>. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

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

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

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

and by th	ne authority of its governing body on this	day of
SIGNED:	Mayor	DATE:
SIGNED:	City Clerk	DATE:
Chair and	ESS THEREOF, the County of Carver has cause attested by its Administrator pursuant to the	
Commiss	ioners on this day of	
COUNTY	ioners on this day of	
COUNTY SIGNED:	ioners on this day of OF CARVER:	

CITY OF HAMBURG

2019 PROPOSED BUDGET WORKSHOP

AUGUST 28, 2018



	ABCD E F		G	Н	I I	J	K	N	Q	R	W
1					V F I						
2	GENERAL FUND BUDGET	-	2017		Year End Totals	-	2018	-	2019		_
4	OLIVERAL I OND BODGLI	_	Budget		2017		Budget	+	Budget		
	REVENUES	_	Duaget	-	2011	+-	Duaget	-	Duugei	-	
6	TAXES	-									
7	Property Taxes	\$	453,197.00	\$	452,917.28	\$ \$	476,994.00	\$	477,994.00		
8	Total Taxes	\$	453,197.00	\$			476,994.00	\$	477,994.00	++	
9	I State I GAOO	+	100,107.00	Ψ	402,517.20	, ψ	T1 0,00T.00	Ψ	777,00	+	
10	LICENSES AND PERMITS	_		-			-7-			H	
11	Business Licenses & Permits	\$	1,600.00	\$	1,500.00) \$	1,600.00	\$	1,600.00		
12	Building Permits	\$	4,500.00	\$			4,000.00	\$	4,000.00		
13	Animal Licenses	\$	20.00	\$			20.00	\$	20.00		
14	Total Licenses & Permits	\$	6,120.00	\$			5,620.00	\$	5,620.00		
15		+	.,	1			5,525.65	 •	0,020.00		
16	INTERGOVERNMENTAL RECEIPTS										
17	Federal Grants (FEMA) (US Fish & Wildlife)	\$		\$	-	\$	-	\$	2	\Box	
8	Local Gov't Aid - LGA	\$	-	\$			-	\$	3	1	
9	Market Value Credit	\$	2	\$		\$		\$	-		
20	2% State Fire Aid	\$	16,000.00	\$			16,000.00	\$	16,000.00		
21	State Police Aid	\$	800.00	\$			1,000.00	\$	1,000.00		
22	PERA AID	\$	314.00	\$	314.00	\$	314.00	\$	314.00		
23	State Grants (SHIP Grant/Training/DNR)	\$	ě	\$	22,645.00	\$	5	\$	•		
4	Small Cities Assistance Program	\$		\$	7,141.00			\$	#:	2	
5	Other County Grants (AG Star/Compost Grant)	\$	3,500.00	\$	7,037.08	3 \$	3,500.00	\$	3,500.00		
6	Total Intergovernmental Receipts	\$	20,614.00	\$	129,395.04	\$	20,814.00	\$	20,814.00		
27											
28	CHARGES FOR SERVICES										
9	Special Assessment Search	\$	60.00	\$	60.00	\$	60.00	\$	60.00	П	
30	Comm. Ctr Rentals	\$	2,400.00	\$	2,750.00) \$	2,600.00	\$	2,800.00		
31	Township Contributions - Community Center	\$	3,100.00	\$	2,942.21	1 \$	3,000.00	\$	3,000.00		
2	Fire Dept. Revenue - ASC	\$	450.00	\$			450.00	\$	450.00		
33	Fire Dept. Revenue - Township Fees	\$	27,435.00	\$,		26,850.00		26,850.00		
34	Park Rentals	\$	900.00	\$			1,600.00		1,600.00		
35	Hall Rentals & Receipts	\$	11,500.00	-			11,000.00	_	10,000.00		
6	Total Charges for Services	\$	45,845.00	\$	45,850.02	2 \$	45,560.00	\$	44,760.00		
37											
38	FINES	\$	1,000.00	\$	503.28	3 \$	750.00	\$	750.00		
39											
10	MISCELLANEOUS RECEIPTS		,								
11	Refunds & Reimbursements	\$	1,000.00	\$			1,000.00		1,000.00		
2	Insurance Refund	\$	2 000 00	\$				\$	<u>.</u>		-
13	Donations	\$	1,000.00	\$			1,000.00		1,000.00		
14	Miscellaneous Receipts	\$	1,000.00				1,000.00		1,000.00		
15	Total Miscellaneous Receipts	\$	3,000.00	9	12,998.5	7 \$	3,000.00	\$	3,000.00		
46 47	TOTAL DEVENUES		P00 TT0 CC		040000						
17	TOTAL REVENUES	\$	529,776.00	1	646,975.3	5 \$	552,738.00	\$	552,938.00		
18	OTHER RECEIPTS										
19	OTHER RECEIPTS	•	40.000.00		0.000.0		04 500 00				
50	Transfers In	\$	43,663.00				61,500.00				
51	Insurance Recovery	\$		9				\$			
52	Sale of Capital Assets Total Other Receipts	\$	40.000.00	1 9			04 500 00	\$			
53 54	Total Other Receipts	\$	43,663.00	1 3	12,806.8	2 \$	61,500.00	\$	*	-	
55	TOTAL REVENUES & OTHER RECEIPTS	\$	573,439.00	-	650 700 4	7 6	614 220 00		EE2 020 00		
56	TOTAL INLVENUES & UTTER RECEIFTS	- -	513,439.00		659,782.1	7 \$	614,238.00	\$	552,938.00		

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4	GLIAL		LIUND	BODGET			Budget	Н		2017	Н			4			
	EXPEN	IDIT	IIDEC				Buuget	-		2017	Н		Budget	-	Budget	-	
8				/ERNMENT				4						4			
9	GL			Council - Planning Commission		\$	9,500.00	Н	•	0 024 07		•	11 000 00	Η,	11 000 00	H	
30	_		nicipal Cl			Þ	9,500.00	Н	\$	8,934.97		\$	11,000.00	3	11,000.00	-	
31	+		Wages	CIK	2.00/	e e	46,810.00	Н	·	48,698.07		r r	40.050.00	Η,	E0 24E 00		
2				yroll Taxes	3.0%	\$		Н	\$		Н	\$	48,850.00		50,315.00	4	
33			Health In		3.0%	\$	24,100.00	Н	\$	28,979.35		\$	25,000.00	-	25,750.00	4	
34					18.0%	\$	17,600.00	Н	\$	15,732.54		\$	18,895.00		22,300.00	5	
				Comp. Insurance	5%	\$	640.00	Ш	\$	528.00		\$	540.00	_	567.00	6	
55				& Casualty Insurance		\$	1 222 22	Ш	\$	85.00	П	\$			85.00		
6		_		emberships, Fees		\$	1,200.00	Ц	\$	1,491.15		\$	1,450.00		1,450.00		
57				s - Training		\$	1,500.00		\$	1,093.77	Ш	\$	1,500.00		1,500.00		
88				(Mileage Expenses)		\$	750.00		\$	1,037.47		\$	1,000.00		1,100.00		
9			Office Su			\$	2,000.00		\$	2,757.91		\$	2,000.00		3,000.00	7	
0				quipment		\$	1,000.00		\$	2,710.13		\$	1,500.00	_	2,500.00	8	
1				and Delivery		\$	700.00		\$	1,076.00		\$	1,200.00		1,200.00		
2				ng & Advertising		\$	1,000.00		\$	1,019.40		\$	1,000.00	9	1,000.00		
3				ne & Internet Fees		\$	2,500.00		\$	2,700.11		\$	2,000.00	!	2,100.00		
4				neous Expenses		\$	250.00		\$	156.00		\$	250.00	;	250.00		
5				Voter Registration		\$	•					\$	1,600.00		\$ 250.00		
6			fessional											l l			
7			Auditing	Fees		\$	18,450.00		\$	23,650.00	П	\$	19,450.00		18,450.00		
8			Assessin	g Fees		\$	3,400.00		\$	3,434.91		\$	3,300.00		3,500.00	77	
9				es - Prosecution Contracts		\$	6,000.00		\$	2,884.67		\$	5,000.00		5,000.00		
0			Consulta	int Fees (Resource Strategies)		\$	1,000.00		\$	15,337.50		\$	1,000.00	T :	1,500.00	*	
1		Gen	eral Gov	't Buildings				П									
2			Wages		3.0%	\$	8,350.00	П	\$	7,532.49		\$	8,525.00		\$ 8,780.00	4	
3			Payroll T	axes	3.0%	\$	4,195.00		\$	4,341.51		\$	4,280.00		\$ 4,410.00	4	
4			Health In	surance	18.0%	\$	3,545.00	П	\$	3,579.31	Т	\$	3,810.00		\$ 4,500.00	5	
5			Workers	Comp. Insurance	5%	\$	550.00	П	\$	529.00	Т	\$	540.00		\$ 567.00	6	
6			Property	& Casualty Insurance	5%	\$	4,156.00	П	\$	4,057.00	Ť	\$	4,260.00	Ħ	\$ 4,475.00	6	
7			Sales & I	Use Tax		\$	10.00	П	\$	fi.		\$	10.00		\$ 10.00		
8			Electricit	у	5%	\$	3,800.00		\$	3,275.09	П	\$	3,800.00		\$ 3,990.00		
9			Natural (Gas	5%	\$	1,300.00	П	\$	721.56	Г	\$	1,000.00		\$ 1,000.00		
0			Gas And	Oil		\$	2,000.00	П	\$	209.05		\$	500.00		\$ 500.00		
1		П	Equipme	nt & Improvements		\$	4,000.00	Ħ	\$	999.99		\$	10,000.00		\$ 1,000.00	9	
2			Supplies			\$	4,500.00		\$	3,622.11		\$	4,500.00		\$ 4,500.00	H	
3			Repairs	and Maintenance		\$	54,565.00	П	\$	39,590.77		\$	28,615.00		\$ 3,700.00	10	
94		_		neous Expenses		\$	200.00	H	\$	200.00		\$	200.00		\$ 200.00		
5				ENERAL GOVERNMENT		\$	229,571.00		\$	230,964.83	_	\$	216,575.00		\$ 190,449.00		
7	-				1	Ť	,,,,,,,,,,,		_		+-	Ť	,	-	,, 110.00	+	

_	ABC	E E	F		G H		l J		K N	1	Q	R	W
2							Year End						
3	GENER	AL FUND BUDGET			2017		Totals		2018		2019	-	
4	OLIVEIN	AL I OND BODGLI			Budget		2017	-				-	
	DUD	IO OA FETY		_	Budget	_	2017	_	Budget	_	Budget	-	
98		IC SAFETY			10.000.00	_							
99		olice Protection (per contract)		\$	18,287.00	\$	17,151.47	\$	19,205.00	\$	19,254.00	11	
00		uilding Inspections		\$	3,000.00	\$	3,351.53	\$	3,500.00	\$	3,500.00		
01		nimal & Mosquito Control		\$	3,450.00	\$	2,832.88	\$	3,000.00	\$	3,000.00	12	
02		re Department											
03		Fire Dept. Salaries		\$	5,170.00	\$	5,565.51	\$	5,565.00	\$	5,565.00		
04		Fire Dept. Salaries (On Call Pay/Training)		\$	10,000.00	\$	7,774.87	\$	10,000.00	\$	10,000.00		
05		Mileage		\$	1,700.00	\$	1,738.88	\$	1,700.00	\$	1,700.00		
06		Gas & Oil		\$	1,500.00	\$	2,858.08	\$	1,500.00	\$	1,500.00		
07		Office Supplies		\$	750.00	\$	1,794.09	\$	750.00	\$	750.00		
80		Membership Dues		\$	1,800.00	\$	1,638.50	\$	1,800.00	\$	1,800.00		
09		Repairs & Maint. (Pagers)		\$	3,000.00	\$	765.60	\$	3,000.00	\$	3,000.00		
10		Repairs & Maint. (Equip)		\$	5,500.00	\$	9,455.60	\$	5,500.00	\$	5,500.00	13	
11		Workers Comp. Insurance	5%	\$	1,882.00	\$	1,804.00	\$	1,840.00	\$	1,840.00	6	
12		Property & Casualty Insurance	5%	\$	3,161.00	\$	2,055.00	\$	2,158.00	\$	2,158.00	6	
13		Rescue Reserve	0,0	\$	750.00	\$	886.54	\$	750.00	\$	750.00	v	
14		Electricity		\$	3,750.00	\$	3,321.71	\$	3,500.00	\$	3,500.00		
15		Utilities - Natural Gas		\$	1,300.00	\$	721.60	\$	1,000.00	\$	1,000.00		
16		Convention		\$	3,500.00	\$	1,206.22	\$	3,500.00	\$	3,500.00		
17		Training		\$	4,000.00	\$	3,079.20	\$	4,000.00	\$	4,000.00		
18		State Fire Aid		\$	16,000.00	-							
19						\$	15,724.02	\$	16,000.00	\$	16,000.00		
		FD Relief Assoc. (Cities Contribution)	-	\$	14,511.00	\$	11,185.00	\$	14,119.00		0.000.00	14	
20		Supplies & Parts		\$	3,000.00	\$	4,230.09	\$	3,000.00	\$	3,000.00		
21		Sales & Use Tax		\$		\$	*	\$	-	\$	-		
22		Medical Exams - Hepatitis Shots		\$	1,250.00	\$	1,547.00	\$	1,250.00	\$	1,250.00		
23		Miscellaneous - Other		\$	1,500.00	\$	639.97	\$	1,500.00	\$	1,500.00		
24		Equipment - Capital Outlay		\$	30,000.00	\$	42,207.55	\$	30,000.00	\$	30,000.00	15	
25		Total Fire Department		\$	114,024.00	\$	120,199.03	\$	112,432.00	\$	98,313.00		
27 28		Total PUBLIC SAFETY		\$	138,761.00	\$	143,534.91	\$	138,137.00	\$	124,067.00		
29	PUBI	IC WORKS											
30		treets								_			
31		Wages	3.0%	\$	4,100.00	\$	1,754.20	\$	4,200.00	\$	4,325.00	4	
32		Payroll Taxes	3.0%	\$	1,525.00	\$	1,198.36	\$	1,555.00	\$	1,600.00	4	
33		Health Ins.	18.0%	_	1,120.00	\$	954.45	\$	1,205.00	\$	1,425.00	5	
34		Workers Comp Insurance	5%	\$	536.00	\$	515.00	\$	525.00	\$	550.00		
35		Equipment & Capital Outlay	0.0	\$	3,000.00	\$	14,220.72	\$	56,000.00	\$	000.00	16	
36		Clothing Allowance	-	\$	250.00	\$	228.68	\$	250.00	\$	250.00	10	
37		Supplies & Parts		\$	250.00	\$	481.66	\$	500.00	\$	500.00	H	
38		Gas & Oil		\$	1,000.00	-						\vdash	
39						\$	1,123.74	\$	1,000.00	\$	1,000.00		
ಎಆ		Engineering Fees - Street Imp. Projects		\$	10,000.00	\$	13,262.05	\$	5,000.00	\$		16	
40	a II II	Property & Casualty Insurance Miscellaneous		\$	400.00	\$:-	\$	400.00	\$	400.00	6	
		INDEPENDENCE OF THE PROPERTY O		\$	100.00	\$	-	\$	100.00	\$	100.00		
41			_	^	AFA 64			\$	250.00	\$	250.00		
41 42		Postage & Delivery		\$	250.00	\$	570_	_				_	
41 42 43		Postage & Delivery Sales & Use Tax		\$		\$	57/ ₂	\$	5#//	\$	9.1		
41 42 43 44		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees		\$ \$	2,550.00	\$	1,945.00	\$	2,250.00	\$	2,250.00		
41 42 43 44 45		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing		\$ \$ \$	2,550.00 20,000.00	\$ \$ \$	15,224.15	\$ \$ \$	2,250.00 15,000.00	\$ \$ \$	15,000.00	_	
41 42 43 44 45 46		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing Street Maintenance & Sidewalk Repairs		\$ \$ \$	2,550.00 20,000.00 1,000.00	\$ \$ \$	15,224.15 2,270.00	\$ \$ \$	2,250.00 15,000.00 1,500.00	\$ \$ \$	15,000.00 1,500.00	_	
41 42 43 44 45 46 47		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing Street Maintenance & Sidewalk Repairs Snow Removal		\$ \$ \$ \$	2,550.00 20,000.00 1,000.00 9,000.00	\$ \$ \$ \$	15,224.15 2,270.00 2,788.50	\$ \$ \$ \$	2,250.00 15,000.00 1,500.00 11,000.00	\$ \$ \$ \$	15,000.00 1,500.00 9,000.00	_	
41 42 43 44 45 46 47		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing Street Maintenance & Sidewalk Repairs Snow Removal Street Lighting	5%	\$ \$ \$	2,550.00 20,000.00 1,000.00	\$ \$ \$	15,224.15 2,270.00	\$ \$ \$	2,250.00 15,000.00 1,500.00	\$ \$ \$	15,000.00 1,500.00	_	
40 41 42 43 44 45 46 47 48		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing Street Maintenance & Sidewalk Repairs Snow Removal Street Lighting Total Streets	5%	\$ \$ \$ \$	2,550.00 20,000.00 1,000.00 9,000.00	\$ \$ \$ \$	15,224.15 2,270.00 2,788.50	\$ \$ \$ \$	2,250.00 15,000.00 1,500.00 11,000.00	\$ \$ \$ \$	15,000.00 1,500.00 9,000.00	_	
41 42 43 44 45 46 47		Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing Street Maintenance & Sidewalk Repairs Snow Removal Street Lighting	5%	\$ \$ \$ \$	2,550.00 20,000.00 1,000.00 9,000.00 8,000.00	\$ \$ \$ \$ \$	15,224.15 2,270.00 2,788.50 8,437.03	\$ \$ \$ \$ \$	2,250.00 15,000.00 1,500.00 11,000.00 7,500.00	\$ \$ \$ \$ \$	15,000.00 1,500.00 9,000.00 7,900.00	_	
41 42 43 44 45 46 47 48	S	Postage & Delivery Sales & Use Tax Street Sweeping - Trim Trees Seal Coating/Crack Sealing Street Maintenance & Sidewalk Repairs Snow Removal Street Lighting Total Streets	5%	\$ \$ \$ \$	2,550.00 20,000.00 1,000.00 9,000.00 8,000.00	\$ \$ \$ \$ \$	15,224.15 2,270.00 2,788.50 8,437.03	\$ \$ \$ \$ \$	2,250.00 15,000.00 1,500.00 11,000.00 7,500.00	\$ \$ \$ \$ \$	15,000.00 1,500.00 9,000.00 7,900.00	_	

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1				.,,,								
2	NEMERAL FUND BUDGET				1	Year End						
_	SENERAL FUND BUDGET			2017		Totals		2018		2019		
4				Budget		2017		Budget		Budget		
154	DADK & DECDEATION											
155	PARK & RECREATION	0.004	œ	7 075 00		0.470.54	•	0.050.00		0.000.00		
156	Wages	3.0%	\$	7,875.00	\$	6,170.51	\$	8,050.00	\$	8,300.00	4	
157	Contracted Services (Mowing) / PT Help		\$	3,360.00	\$	3,465.07	\$	3,425.00	\$	3,425.00	-	
158	Payroll Taxes	3.0%	\$	5,650.00	\$	5,359.05	\$	5,800.00	\$	5,975.00	4	
159	Health Ins.	18.0%	\$	2,905.00	\$	2,952.63	\$	3,125.00	\$	3,688.00	5	
160	Workers Comp Insurance	5%	\$	565.00	\$	542.00	\$	555.00	\$	582.00	6	
161	Supplies & Parts		\$	1,500.00	\$	1,200.52	\$	1,500.00	\$	1,500.00		
162	Pop (Pop Machine in Park)		\$	850.00	\$	359.25	\$	750.00	\$	750.00		
163	Gas & Oil		\$	1,500.00	\$	1,221.00	\$	1,500.00	\$	1,500.00		
164	Property & Casualty Insurance	5%	\$	6,705.00	\$	5,832.00	\$	6,125.00	\$	6,430.00	6	
165	Utilities (Electricity)	5%	\$	2,252.00	\$	1,375.81	\$	1,500.00	\$	1,575.00		
166	Repairs & Maintenance		\$	2,000.00	\$	1,456.70	\$	4,500.00	\$	2,000.00	18	
167	Sales & Use Tax		\$	50.00	\$	46.00	\$	50.00	\$	50.00		
168	Parks Program		\$	400.00	\$	400.00	\$	400.00	\$	400.00		
169	Portable Restroom Rentals		\$	700.00	\$	763.62	\$	700.00	\$	700.00		
170	Miscellaneous		\$	100.00	\$	200.00	\$	100.00	\$	100.00		
171	Equipment & Capital Improvements		\$	1,000.00	\$	290.00	\$	30,700.00	\$	1,000.00	19	
172	TOTAL PARK & RECREATION		\$	37,412.00	\$	31,634.16	\$	68,780.00	\$	37,975.00		
173	COMMUNITY HALL											
174	COMMUNITY HALL					A 15- A-						
175	Wages	3.0%	\$	6,000.00	\$	6,155.25	\$	6,150.00	\$	6,335.00	4	
176	Employee Benefits	3.0%	\$	3,105.00	\$	3,380.42	\$	3,200.00	\$	3,300.00	4	
177	Health Insurance	18.0%	\$	2,505.00	\$	2,660.41	\$	2,695.00	\$	3,180.00	5	
178	Workers Comp. Insurance	5%	\$	392.00	\$	376.00	\$	385.00	\$	405.00	6	
179	Supplies & Parts		\$	4,500.00	\$	4,039.73	\$	4,500.00	\$	4,500.00		
180	Mileage		\$	100.00	\$	3	\$	100.00	\$	100.00		
181	Materials & Licenses (ASCAP)		\$	600.00	\$	591.00	\$	600.00	\$	600.00		
182	Sales & Use Tax		\$	200.00	\$	210.00	\$	225.00	\$	225.00		
183	Office Supplies - Telephone		\$	1,100.00	\$	1,395.53	\$	1,350.00	\$	1,350.00		
184	Office Supplies - Advertising		\$	500.00	\$	509.11	\$	500.00	\$	500.00		
185	Property & Casualty Insurance	5%	\$	2,000.00	\$	2,445.00	\$	2,570.00	\$	2,700.00	6	
186	Electricity	5%	\$	3,628.00	\$	3,692.28	\$	4,000.00	\$	4,200.00		
187	Natural Gas	5%	\$	4,000.00	\$	2,236.68	\$	2,250.00	\$	2,365.00		
188	Repairs & Maintenance		\$	49,800.00	\$	45,494.25	\$	21,500.00	\$	3,500.00	20	
189	Miscellaneous - Damage Deposit Returned		\$	350.00	\$	400.00	\$	350.00	\$	350.00		
190	Equipment & Capital Improvements		\$		\$	1,512.50	\$	2,000.00	\$	2,000.00	21	
191	TOTAL COMMUNITY HALL		\$	78,780.00	\$	75,098.16	\$	52,375.00	\$	35,610.00		
192	TOTAL FUND EVERYDITUDES		_	FF0 =0= 00		# 4A #F* ^ -				40-0		
193 194	TOTAL FUND EXPENDITURES		\$	550,705.00	\$	548,577.99	\$	587,202.00	\$	437,251.00		
195	TRANSFERS OUT										H	
196	Transfers Out (Water/Storm Water Funds)		¢	6,800.00	r	6 000 00	•	6 000 00	•	6 000 00		
197	City Savings Account (Equipment/Maintenance	Eund	\$		\$	6,800.00	\$	6,800.00				
198	Radio Replacement Fund (Fire Equip. CD)	runa)	\$	14,000.00	\$	188,528.00	\$	14,000.00			+	
198			\$	10,000,00	\$	15 500 00	\$	10,000,00	\$		24	
	Truck Replacement Fund (Fire Equip. CD)		\$	10,000.00	\$	15,566.00	\$	10,000.00			24	
200 201	TOTAL TRANSFERS		\$	30,800.00	\$	210,894.00	\$	30,800.00	\$	30,800.00		
202	TOTAL EXPENDITURES		\$	581,505.00	\$	759,471.99	\$	618,002.00	Ŝ	468,051.00		
203			Ť		H		╁		++	.30,001,00		
204	NET INCOME (LOSS)		\$	(8,066.00)	\$	(99,689.82)	\$	(3,764.00) \$	84,887.00		
205												
206	BEGINNING BALANCE		\$	183	\$		\$	(99,689.82) \$	(199,083.96)		
207	VEAD END DAL ANCE		•	/0 000 00°		(00.000.00		/400 450 50	Η.	1444 400 0		
208	YEAR END BALANCE		\$	(8,066.00)	\$	(99,689.82)	\$	(103,453.82) \$	(114,196.96)		

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1														
2			Щ					Year End						
3	GEI	NERA	LF	UND BUDGET		2017		Totals		2018		2019		
4						Budget		2017		Budget		Budget		
210														
211														
212														
213				2018 Certified LGA (\$78,032)/2019 LGA									uture Ca	pital
214			_	2017/2018 Small Cities Assistance Prog								vements		
215				2017 Transfers from City Maintenance F						• .				
216				2018 Transfers from City Maintenance F		Street Repairs (\$2	6,500)	- Lawnmower (\$10,00	0) - CC Roof (\$	25,000)			
217				Increased 2019 wages and benefits by 3	1%									
218				Health Insurance Increase of 18%										
219				Workers Comp. Ins. Increase (5%) & P/O	Insuran	ce Increase (5%)								
220			-	City Office Supplies										
221				Office Equipment for 2019			11							
222			-	Equipment/Improvements for City Shop										
223			-	Community Center/City Shop Repairs (
224			_	Tri-City Police Plan (Hamburg, NYA, Co)) - Bacl	ground Chec	ks (\$300)	
225				Animal Control (\$600) - Mosquito Control			ional l	Mosquito Contr	ol (\$26	6/Application)				
226			_	Civil Defense Siren Maintenance Progra										
227			_	2018 Contribution is \$14,119/2019 Cont										
228				HFD Equipment (\$4,500)/HFD Protective					,500)/A	ir Pack Bottles	(\$6,000)		
229				2019 Street Improvements - Patching (\$			k Sea	ling (\$15,000)						
230				Summer PT Help - 20 Weeks x 16 Hours	/Week x	\$10.50/Hour								
231				Repairs & Maintenance for Park -			_							
232				Equipment/Improvements	<u></u>									
233				Replace Hall Steps Front/Back (\$) - Hall	Floors E	Bar Side (\$)								
234				Chairs for Hall										
235				Transfer to Storm Water Fund (\$6,800)										
236				Equipment Replacement Fund (\$5,000)					J00) - H	andicap Park B	athroor	ns (\$2,000)		
237			24	Fire Truck Replacement Fund (Update 1	1993 Pun	ıper) - Budgeted tı □	ransfe	er is \$10,000.						
238														
239				N. 4 Oh										
240			•	Notes Changes In 2018 Estimate Actua	vs. 2018	Budget Amount								

1	A B C D E	JF]	G	H		J	K	L		М	N	0
2 D	DEBT SERVICE BUDGET			1	ear End			H	E	stimated		
3	2007 G.O. IMPROVEMENT & FIRE RESCUE		2017		Totals		2018	Ħ		Actual		2019
4			Budget		2017		Budget		12	2/31/2018		Budget
5 <u>IN</u>	INCOME											
6	TAXES (LEVY)											
7	Property Taxes	\$	10,000.00			\$	10,000.00		\$	10,000.00	\$	9,000.00
8 9	Total Taxes (Levy)	\$	10,000.00	\$:-:	\$	10,000.00		\$	10,000.00	\$	9,000.00
10	MISCELLANEOUS RECEIPTS					+		Н				
11	Donations	\$				\$		Н	\$	-	\$	(<u>4</u>
12	Total Miscellaneous Receipts	\$	- i	\$	-	\$	<u>.</u>	H	\$	<u> </u>	\$	(2)
3				, , ,		Ť		H	<u> </u>		H	000
4	OTHER RECEIPTS							П				
15	Interest Income (Savings)	\$		\$		\$			\$	반	\$	92
6	Total Other Receipts	\$		\$		\$			\$		\$	-
17	'			Ť		Ť		Н	<u> </u>		Ť	
8	SPECIAL ASSESSMENTS							H				
9	1992 Street Assessments	\$	-	\$	-	\$	-	\forall	\$		\$	
20	1998 Street Assessments	\$	-	\$		\$		H	\$		\$	
21	2007 Street Improvements	\$	9,257.00			\$	9,257.00	H	\$	1,127.00	\$	1,127.00
22	Total Special Assessments	\$	9,257.00	\$	¥.	\$	9,257.00	H	\$	1,127.00	\$	1,127.00
23	,	- T-	,	,		Ť	-,	Ħ		.,	ΙŤ	.,
24	TOTAL INCOME	\$	19,257.00	\$	(: *)	\$	19,257.00	H	\$	11,127.00	\$	10,127.00
25								Ħ				
26 E	EXPENSES							Ħ				
27	Principle							H				
28	2008 Peterbilt Tanker Certificate	\$	*	\$	5 ⊕ 3	\$	(40	Ħ	\$		\$	¥
29	2001 International Certificate	\$	-	\$	- 1	\$		Н	\$	· ·	\$	
30	1998 Streets Project	\$	•	\$	975	\$	±9);	H	\$	=	\$	
31	2007 Street Project	\$	10,000.00			\$	15,000.00	H	\$	15,000.00	\$	15,000.00
32	Total Principle	\$	10,000.00	\$	78-1	\$	15,000.00		\$	15,000.00	\$	15,000.00
33						т		11				
34	Interest							П				
35	2008 Peterbilt Tanker Certificate	\$	+	\$		\$	19.1	П	\$	-	\$	
36	2001 International Certificate	\$	2			\$	8	П	\$	4	\$	2
37	1998 Streets Project	\$	3	\$	•	\$		П	\$	5	\$	
38	2007 Street Project	\$	4,227.50			\$	3,671.25		\$	3,671.25	\$	3,003.75
39	Total Interest	\$	4,227.50	\$	-	\$	3,671.25		\$	3,671.25	\$	
10												
11	Administration Fees	\$	550.00			\$	550.00		\$	550.00	\$	550.00
12												
13	TOTAL EXPENSES	\$	14,777.50	\$	*	\$	19,221.25		\$	19,221.25	\$	18,553.75
14												
15	TRANSFERS IN	\$	*	\$	5	\$	A(#2		\$	(e);	\$	
16	TRANSFERS OUT	\$	24			\$	(144	3	\$	193	\$	-
17	DEBT PROCEEDS	\$		\$	Ä	\$	(E		\$	1	\$	
18	SALE OF CAPITAL ASSETS	\$	· · · · · · · · · · · · · · · · · · ·	\$	=	\$	3.5		\$:=:	\$	-
19	Total Transfers	\$	8	\$	ε	\$	(+)		\$: E	\$	<u> </u>
50												
51	NET INCOME	\$	4,479.50	\$		\$	35.75		\$	(8,094.25) \$	(8,426.75
53	BEGINNING BALANCE	\$	**	\$	46,650.82	\$	46,650.82	İ	\$	46,650.82	\$	38,556.57
55	YEAR END BALANCE	\$	4,479.50	\$	46,650.82	\$	46,686.57		\$	38,556.57	\$	30,129.82
56												
57												
	1 The Scheduled Tax Levy Amount per E							-				

_	A[B[C] D	E F		1	M	N	0
1 2	2018 BUDGET ITEMS TO CONSIDER	Estimated Cost	_	2016 udget	2017 Budget	2018 Budget	2019 Budget
3		COSL	DU	uuget	Duuget	Duuget	Duayer
4	General Gov't Buildings (CC/Fire Hall/City Shop)						
5	Lawn Mower (Buy Back Program)	\$ 10,000.00			\$ -	\$ 10,000.00	\$
6	Community Center Repairs (Roof/Bathroom)	\$ -		3,000.00	\$ 31,000.00	\$ -	\$
7	Honda 2000W Generator	\$ 1,000.00	\$		\$ 1,000.00	\$ -	\$
8	Floor Scrubber for Community Center	\$ 3,000.00	\$	4 400 00	\$ -	\$ -	\$
9	Extended Warranty for Electronic Sign	\$ 1,615.00		1,420.00	\$ 1,565.00	\$ 1,615.00	\$ 1,700
11	Update City Ordinances New AC Units/Humidity Control for CC		\$	2 2	\$ - \$ -	\$ -	
12	New Phone System for City Office/Shop		\$	-	\$ -	\$ -	
13	Rekey Locks - City Buildings		\$	-	\$ -	\$ -	
14			T T		·		ľ
15	Fire Department						
16	Fire Department Relief Association Debt (Add't City Contribution)	\$ -	\$	₩	\$ -	\$ -	\$
17	Truck Replacement Fund (Update 1993 Pumper)	\$ 10,000.00		0,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000
18	HFD Gear (Set)	\$ 2,000.00	\$ (6,000.00	\$ 6,000.00	The second secon	
19	New Air Packs (Includes 2 Bottles) - 14 Air Paks - Replace in 15 Years	\$ 98,000.00			\$ -	S -	\$
20	New Air Pack Bottles (\$1,005/ Bottle) - 20 Bottles	\$ 20,100.00	\$	-	\$ 6,000.00	\$ 6,000.00	\$ 6,000
22	(All Bottles Replaced by End of 2019) New Radios - \$4,500/Radio (27 Radios)	\$ 121,500.00	\$		\$ 13,500.00	\$ 13.500.00	¢ 10 E00
23	(Replace 2-3 Radios a Year)	J 121,300.00	φ	-	ψ 13,300.00	\$ 13,500.00	\$ 13,500
24	The second of th						
25	Streets Fund						
26	Street/Parking Lot Repairs - Overlay, Seal Coating, Striping	\$ -	\$	i=	\$ 20,000.00	\$ 15,000.00	\$ 15,000
27	Railroad Street & Scheele Avenue (Mill & Overlay)	\$ 55,875.00		14	\$ -	\$ 56,000.00	\$
28	Haul Out Debris Pile (Ponds)	\$ 3,000.00			\$ -	\$ -	\$
29	Electronic LED Radar/Speed Limit Sign	\$ 3,000.00		22	\$ 3,000.00	\$ =	\$
30	Trim Trees in Boulevard	\$ -	\$	ia I	\$ -	\$ -	\$
31 32	Paint Curbs/CC Parking Lot	\$ 1,000.00		-	\$ 1,000.00	\$ =	\$
33	Grade/Rock for Alleys	\$ -	\$		\$	\$ -	\$
34	Parks Fund						
35	Part-time Help/Contract for Mowing	\$ 3,400.00	S	3,200.00	\$ 3,360.00	\$ 3,425.00	\$ 3,425
36	Lions Shelter Roof Repairs	V 0/100100	\$		\$ -	\$ 30,000.00	
37	Park Lighting						
38	Memorial Lighting (LED)	\$ 2,450.00				\$ 2,500.00	\$
39	Re-Roof/Soffit & Fascia for Park Restrooms	\$ 441	\$	30	\$ -	\$ -	_
40	Aglime for Ball Fields (Bicentennial Park)	\$350/Load	\$	888	\$ -	\$ -	\$
41	New Electronic Sign - Highway 5	\$ 30,000.00	\$	(4)	\$ -	\$ -	\$
42	Hall Fund						
44	Community Hall Roof Repairs	\$ 34,000.00	\$		\$ 34,000.00	\$ -	\$
45	Community Hall Wood Floor	\$ 7,500.00			\$ 7,500.00		Ψ
46	Community Hall Floors (Bar Side)	1 1,000.00	Ť		4 1,000.00	\$ 10,000.00	?
47	Paint Bar Side Paneling	\$ 4,585.00	\$	*	\$ 4,800.00		\$
48	Hall Steps (Front/Back)	\$ 11,500.00		13.5	\$ -	\$ 11,500.00	?
49	Hall Basement Repairs	\$ 10,000.00		*	\$ -	\$ -	\$
50	Hall Parking Lot (Pave)	\$ 15,000.00		8	\$ -	\$ =	\$
51	Hall Interior Ceiling (Re-Tile)	\$ 4,050,00	\$	4.050.00	\$ =	\$ -	\$
52	Plastic Tables (22)/Chairs	\$ 1,650.00		1,650.00	\$	\$ 2,000.00	\$ 2,000
54	Replace Ramp Lights (LED) Lighting/Electrical Wiring - Repair/Replace	\$ 1,560.00 \$ -	\$	%€ (**)	\$ -	S -	\$
55	Air Conditioning for Hall	\$ -	\$	(1) (1)	\$ -	\$ -	\$
56	Geothermal Heating/Cooling (Grants)	\$ -	\$::=:	\$ -	\$ -	\$
57			Ť				7
58	Water Fund						
59	Upgrade Water Meters	\$ 8,000.00		8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000
60	Water Testing Equipment	\$ 1,356.90	\$	15	\$	\$ -	\$
61	Pipe Freeze Kit	\$ 3,500.00		==_	\$ 3,175.00		\$
62	Replace WTP Lights (LED)	\$ 1,420.00			\$	S -	-
63 64	Add Poly Phosphates to Water Supply	\$ 3,500.00	-			\$ 3,500.00	
65	New Pump for Well Number 2A	?	-			\$ 6,500.00	
66	Sewer Fund						
67	I/I Abatement Program	\$ 15,000.00	\$	-	\$ -	\$ 15,000.00	\$ 15,00
68		ψ 15,000.00	Ψ.		*	10,000.00	Ψ 13,000
69	Capital Projects						
70	Community Center Addition	\$ 2,000.00	\$	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,00
71	Handicap Bathrooms for Park	\$ 2,000.00	\$	2,000.00	\$ 2,000.00		\$ 2,00
72	Capital Improvements/Equipment	\$		37,000.00		\$ -	\$
73	City Equipment Replacement Fund	\$ 5,000.00		5,000.00			-
74	City Maintenance Fund (Equipment)	\$ 5,000.00		5,000.00			
75 76	City Maintenance Fund (Streets)	\$ -	\$	2:	\$ -	\$ -	\$
	Commercial/Industrial Development	\$ -	\$	*	\$ =	\$	\$